

**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

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

**Annual Court Resurfacing – Fairlands Park and Tennis & Community Park  
Project No. 24744**

**Bid Opening Date – August 14, 2024**

**2:00 p.m.**

To be used in conjunction with the City Standard Specifications and Details dated November 2016, the State Standard Specifications and Plans dated 2015 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



Adam Nelkie  
City Engineer  
No. 78830  
Expires: 9/30/2025

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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 **2:00 p.m., August 14, 2024**, for work as described in the Plans and Specifications entitled:

### **Annual Court Resurfacing – Fairlands Park and Tennis & Community Park Project No. 24744**

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

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

## Scope of Work and Project Location

This work will consist of the demolition, court surface preparation, tree removal, and erosion control at existing tennis courts, and the installation of new asphalt pavement, concrete, trench drain, fencing, site furnishings, and acrylic paint and striping for tennis and pickleball courts at Fairlands and Tennis & Community Parks.

The Engineer's cost estimate for the Base Bid for the project is **\$407,000**.

## 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 **\$25 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: [kroberts@cityofpleasantonca.gov](mailto:kroberts@cityofpleasantonca.gov) and [mgruber@cityofpleasantonca.gov](mailto: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:

<http://www.cityofpleasantonca.gov/business/bids.asp>

### 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** 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

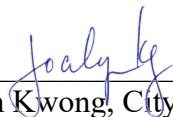
The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.

Questions

Questions should be directed to the 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) 931-5650, or by email at [mgruber@cityofpleasantonca.gov](mailto: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: July 25, 2024

By:   
Jocelyn Kwong, City Clerk

# BID PROPOSAL

## Annual Court Resurfacing – Fairlands Park and Tennis & Community Park Project No. 24744

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 **Annual Court Resurfacing – Fairlands Park and Tennis & Community Park, Project No. 24744**, 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 **forty (40) 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.

The Prime Contractor is not required to self-perform fifty percent or more of the work for this project.

# BID PROPOSAL

## Annual Court Resurfacing – Fairlands Park and Tennis & Community Park Project No. 24744

DATE: \_\_\_\_\_

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Ladies and Gentlemen:

The Bidder, in compliance with the invitation for bids for the **Annual Court Resurfacing – Fairlands Park and Tennis & Community Park, Project No. 24744**, 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 **forty (40) 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.

<b>SPEC REF.</b>	<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>QTY.</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
Section 1-19, City Std Specs	1	Bonding and Mobilization	1	LS		
Section 5, City Std Specs	2	Erosion Control	1	LS		
02 41 00	3	Demolition	1	LS		
03 30 00	4	Concrete Pad	49	SF		
03 30 00	5	Concrete Band, type 1	100	LF		
03 30 00	6	Concrete Band, type 2	14	LF		
12 93 00	7	Furnishings	1	LS		
32 12 16	8	Asphalt Pavement	464	SF		
32 12 16	9	Court Surface Preparation	19,168	SF		
32 18 23	10	Court Surfacing	19,632	SF		
32 12 16, 32 18 23	11	Court Prep and Surfacing, Courts 1-9	62,675	SF		
31 31 13	12	Fence Repairs	1	LS		
32 31 13	13	Pickleball Court Gate	1	EA		
32 31 13	14	Pickleball Fence	88	LF		
32 31 13	15	Tennis Court Fence	96	LF		



33 40 00	16	Trench Drain	55	LF		
33 40 00	17	Trench Drain Catch Basin	1	EA		

**TOTAL BASE BID**

--	--

(Price in words)

(Price in numbers)

**BID ALTERNATIVES**

32 12 16, 32 18 23	B-1	Bid Alt. 1: Court Prep and surfacing, Courts 11-12	13,809	SF		
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**TOTAL BASE BID + BID ALTERNATIVES**

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(Price in words)

(Price in numbers)

**The project will be awarded based on the TOTAL BASE BID amount.**

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 therefor, 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,

**Annual Court Resurfacing – Fairlands Park and Tennis & Community Park  
Project No. 24744**

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)

**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 five (5) 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 erasures. 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 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.

# CONTRACT

## Annual Court Resurfacing – Fairlands Park and Tennis & Community Park Project No. 24744

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

### WITNESSETH:

WHEREAS, the City has awarded to the Contractor a contract for **Annual Court Resurfacing – Fairlands Park and Tennis & Community Park, Project No. 24744**,

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

1. Work to be Performed. The work will generally consist of:

This work will consist of the demolition, court surface preparation, tree removal, and erosion control at existing tennis courts, and the installation of new asphalt pavement, concrete, trench drain, fencing, site furnishings, and acrylic paint and striping for tennis and pickleball courts at Fairlands and Tennis & Community Parks.

The contractor or subcontractor performing the court resurfacing shall have resurfaced a minimum of at least three (3) tennis or pickleball courts of 5,000 square feet or more in the last five (5) years.

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 **Annual Court Resurfacing – Fairlands Park and Tennis & Community Park, Project No. 24744**, 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.
10. Counterparts and Electronic Signatures. This contract may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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

CONTRACTOR:

By: \_\_\_\_\_  
Its Authorized Agent

By: \_\_\_\_\_  
Its Authorized Agent  
*(Second signature required if a corporation)*

CITY OF PLEASANTON:

By: \_\_\_\_\_  
Gerry Beaudin, City Manager

ATTEST:

\_\_\_\_\_  
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

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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 **Annual Court Resurfacing – Fairlands Park and Tennis & Community Park Project No. 24744**, 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)

## 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 **Annual Court Resurfacing – Fairlands Park and Tennis & Community Park, Project No. 24744**, 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)

## CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE

### Annual Court Resurfacing – Fairlands Park and Tennis & Community Park Project No. 24744

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 **Annual Court Resurfacing – Fairlands Park and Tennis & Community Park, Project No. 24744**, 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 insure 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 November 2016)**

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) 931-5650 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: Our Government, Public Works, Engineering, Standard  
Specifications & Details)*

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## **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 November 2016, 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.

**Annual Court Resurfacing**  
**Fairlands Park and Tennis & Community Park**  
**CIP No. 24744**  
Pleasanton, California

**DEFINITION OF BID ITEMS**

July 24, 2024

**SP** = Special Provisions

**Bid Item 1: Bonding and Mobilization (Section 1-19, City Standard Specifications)**

The contract lump sum price paid for bonding and mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in bonding and mobilization, complete in place, including layout and construction fencing, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 2: Erosion Control (Section 5, City Standard Specifications)**

The contract lump sum price paid for erosion control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in erosion control, complete in place, including storm drain inlet protection as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 3: Demolition (SP 02 41 00)**

The contract lump sum price paid for demolition shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in demolition, complete in place, including clear and grub, sawcut, asphalt pavement removal, furnishing removal, chain link fence removal, concrete band removal, concrete pavement removal, concrete curb removal, wood headerboard removal, irrigation adjustments, finish grading, tree removal, and other miscellaneous demolition indicated on the drawings as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 4: Concrete Pad (SP 03 30 00)**

The contract price paid per square foot for concrete pad shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in concrete pad, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 5: Concrete Band, Type 1 (SP 03 30 00)**

The contract price paid per linear foot for concrete band type 1 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in concrete band type 1, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 6: Concrete Band, Type 2 (SP 03 30 00)**

The contract price paid per linear foot for concrete band type 2 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in concrete band type 2, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 7: Furnishings (SP 12 93 00)**

The contract lump sum price paid for furnishings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in furnishings including bench, trash receptacle, pickleball post and net, including net anchor, net, post, and footing, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 8: Asphalt Pavement (SP 32 12 16)**

The contract price paid per square foot for asphalt pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in asphalt pavement, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 9: Court Surface Preparation (SP 32 12 16)**

The contract price paid per square foot for court surface preparation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in court surface preparation, including scraping and cleaning the surface and cleaning and filling cracks, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 10: Court Surfacing (SP 32 18 23)**

The contract price paid per square foot for court surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in court surfacing, complete in place, including court striping and acrylic color, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 11: Court Prep and Surfacing, Courts 1-9 (SP 32 16 12, 32 31 13)**

The contract price paid per square foot for Court Prep and Surfacing, Courts 1-9, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Court Prep and Surfacing, Courts 1-9, complete in place, including

court surface preparation and court surfacing for courts 1-9, including court striping and acrylic color, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 12: Fence Repairs (SP 32 31 13)**

The contract lump sum price paid for fence repairs shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in fence repairs, including fence post and footing replacement, replacement of top rails, missing or damaged truss rods or hog ties, turnbuckles and posts caps, and other attachments, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 13: Pickleball Court Gate (SP 32 31 13)**

The contract unit price paid for each pickleball gate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in court gate, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 14: Pickleball Fence (SP 32 31 13)**

The contract unit price paid per linear foot for Pickleball Fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Pickleball Fence, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 15: Tennis Court Fence (SP 32 31 13)**

The contract unit price paid per linear foot for Tennis Court Fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Tennis Court Fence, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 16: Trench Drain (SP 33 40 00)**

The contract unit price paid per linear foot for Trench Drain, Straight shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Trench Drain, including concrete collar, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 17: Trench Drain Catch Basin (SP 33 40 00)**

The contract unit price paid for each trench drain catch basin shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in trench drain catch basin, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

## **BID ALTERNATIVES**

### **Bid Item B-1: Court Prep and Surfacing, Courts 11-12 (SP 32 18 23 and 32 18 223)**

The contract price paid per square foot for Court Prep and Surfacing, Courts 11-12, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Court Prep and Surfacing, Courts 11-12, complete in place, including court surface preparation and court surfacing for courts 11-12, including court striping and acrylic color, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Special Provisions For**  
**Annual Court Resurfacing**  
**Fairlands Park and Tennis & Community Park**  
**CIP No. 24744**  
Pleasanton, California

July 24, 2024

<b><u>Section #</u></b>	<b><u>Section Name</u></b>
02 41 00	Demolition
03 30 00	Site Concrete
12 93 00	Site Furnishings
32 12 16	Asphalt Pavement
32 18 23	Court Surfacing
32 31 13	Chain Link Fence
33 40 00	Site Drainage



**SECTION 02 41 00 DEMOLITION**

**PART 1 - GENERAL**

**1.1 SCOPE**

- A. This section shall consist of all removals and demolition including but not limited to:
1. Clear and grub
  2. Sawcutting
  3. Asphalt pavement
  4. Court surfacing
  5. Furnishings
  6. Chain link fence
  7. Concrete band
  8. Concrete pavement
  9. Concrete curb
  10. Irrigation adjustments
  11. Tree removal
  12. Wood headerboard
  13. Other miscellaneous demolition as indicated on the drawings

**1.2 REVIEW**

- A. Contractor shall review with the Engineer the exact limits of work and extent of materials to be removed.
1. Examine site and determine exact nature and status of items to be removed prior to commencing demolition.
  2. City assumes no responsibility for actual condition of items or structures to be demolished.
  3. Prior to commencing the work, prepare a pre-project video to identify existing conditions of adjacent park areas. Contractor shall video record the following prior to commencing work:
    - a. site access route from street to court area at each park site
    - b. construction staging area at each park site
    - c. park site surrounding each basketball court to a distance of 20 feet beyond the court edge
  4. The pre-project conditions recorded in the video shall be submitted to the



City and will serve as the baseline for pre-project conditions. Contractor is responsible for protecting existing conditions outside the limit of improvements during construction.

5.

### 1.3 STANDARDS

- A. All work shall conform to ANSI A10.6, Safety Requirements for Demolition Operations.
- B. Section 3 of the City's Standard Specifications.

### 1.4 SCHEDULE

- A. Submit schedule indicating proposed methods and sequence of operations for selective demolition work for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of irrigation system operation during construction.
  - 1. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of adjacent park uses.

## **PART 2 - EXECUTION**

### 2.1 DEMOLITION

- A. Provide a minimum of 72 hours advance notice of demolition activities.
- B. Protection: Provide temporary barricades and other forms of protection as required to protect general public from injury due to selective demolition work. Provide protective measures as required to provide free and safe passage of park users to and from occupied areas of the park.
- C. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
- D. Selective Demolition: Perform selective demolition work in a systematic manner. Use methods required to complete work indicated on the drawings in accordance with demolition schedule and governing regulations. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with walks, and other adjacent occupied facilities.
- E. Traffic: Do not close, block or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from the Engineer. Provide alternate

routes around closed or obstructed traffic ways if required by governing regulations.

- F. Clean-up: Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.
- G. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to the City.
- H. Contractor Salvage: Items indicated to be removed but of salvageable value to the Contractor may be removed as work progresses. Transport Contractor salvaged items from site as they are removed. Storage or sale of removed items on site will not be permitted.
- I. All edges of existing paving to remain shall be sawcut in a neat clean manner.
- J. 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 as described in Section 3 of the City's Standard Specifications. Where excavation reveals roots greater than one-inch diameter that will interfere with construction, Contractor shall notify the Engineer for direction prior to proceeding.
- K. Where any marked or unmarked utility lines or other underground obstruction or piping may be encountered within the work area, notify the Engineer, and take necessary measures to prevent interruption of service (if live). Should such lines or service be damaged, broken, or interrupted, those services shall be repaired immediately and restored by him at his own expense.
- L. Abandoned lines, meters and boxes, surfacing on concrete bands, 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.
- M. Prior to commencement of site grading work the Contractor shall notify the Engineer that the site has been cleared. Site grading shall not commence until the Engineer has completed review of the site and has given approval to proceed.

END OF SECTION 02 41 00

**SECTION 03 30 00 SITE CONCRETE**

**PART 1 - GENERAL**

**1.1 SCOPE**

- A. This section shall consist of all site concrete including but not limited to:
  - 1. Concrete band type 1 and type 2
  - 2. Concrete pad
  - 3. Concrete curb
  - 4. Trench drain
  - 5. Trench drain catch basin
  - 6. Forms
  - 7. Reinforcing
  - 8. Other miscellaneous site concrete work
  - 9. Irrigation adjustments

**1.2 STANDARDS**

- A. Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of:
  - 1. Sections 7 and 15 of the City's Standard Specifications.
  - 2. The State of California, Standard Specifications Sections 52, 73 and 90 except for measurement and payment requirements.
  - 3. Applicable ASTM Specifications as they reasonably apply to this work, except for measurement and payment requirements.
  - 4. American Concrete Institute (ACI), current standards.

**1.3 TOLERANCES**

- A. Tolerances for subgrade, subbase and finished grade shall be as specified by Standard Specifications except that Contractor shall deliver the full aggregate base and concrete thickness shown. No combination of high and low tolerances that compromise the section will be permitted.
- B. Concrete Final Finishes: The Contractor shall demonstrate to the satisfaction of the Engineer that he, or his subcontractor, possesses sufficient skills and experience to perform the work. A 4 LF sample of the concrete band type 1 and 2 and the trench drain and a 2x2 SF sample of the concrete pad shall be poured and finished at the site for the Engineer's review prior to commencing concrete pouring. Once the sample has been reviewed, the Contractor shall meet or exceed

that quality of finish in all subsequent work. Contractor shall be responsible for removal of the samples at the completion of the work.

- C. Color Samples: A sample of each concrete color and finish is required for review by the Engineer. Color sample to be provided with finish sample.
- D. Submittals: The following shall be submitted by the Contractor to the Engineer in accordance with the applicable portions of the referenced specifications:
  - 1. The proposed mix design, giving the brand of cement, type, gradations and source of aggregates, water/cement ratio, mix proportions, and unit weight.
  - 2. Manufacturer's literature for admixtures, embedded items, liquid membrane-form curing compound and non-shrink grout.
  - 3. Certification that materials are in compliance with specification requirements.
  - 4. Method of transporting and placing concrete.

#### 1.4 JOB CONDITIONS

- A. Weather Limitations: Construct concrete surface course only when atmospheric temperature is above 40 degrees F., when the underlying base is dry, and when weather is not rainy.
- B. Grade Control: Establish and maintain the required lines and grades, including cross-slope during construction operations. All concrete shall slope to drain with no ponding of water.

### **PART 2 - PRODUCTS**

#### 2.1 MATERIALS

- A. Forms and Reinforcing: Per section 52.
- B. Concrete: All concrete pavement, concrete pads, and concrete bands shall conform to Section 73 of the Standard Specifications. All other concrete shall conform to Section 90 of the Standard Specifications.
  - 1. Cement: Type II modified conforming to ASTM-C-150-02a.
  - 2. Aggregate: Shall not be less than 3/8" or more than 1 inch in size.
  - 3. Compression strength at 28 days to be a minimum 3,000 p.s.i.
- C. Color Admixture:

1. For concrete pavement and concrete pad add lampblack at a rate of one pint per cubic yard.
- D. Cleaning Agents: As required.
- E. Aggregate Base: Class II per Standard Specifications.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Clear area to be paved of all debris and organic material. Recompact and regrade as necessary prior to placement of concrete. Verify that the aggregate base is properly compacted and at suitable grade.
- B. Before beginning paving work and during construction, take all steps necessary for protection of existing improvements. As the concrete is being placed, extreme care shall be taken not to discolor or damage any improvements. If damage occurs, repair same, and if satisfactory repair cannot be made, remove and replace the section as directed.
- C. Formwork and Reinforcement:
  1. Assure that excavations and formwork are completed.
  2. Check that reinforcement is secured in place.
  3. Verify that expansion joint material, anchors, and other embedded items are secured in position.

#### **3.2 INSTALLATION**

- A. Score Joints
  1. Score joints shall be tooled joints 3/4-inch deep and 3/8-inch wide with 3/16-inch radius edges.
- B. Finishes
  1. Trowel Finish: For concrete band, type 1 and 2 and trench drain provide a light broom finish perpendicular to the length
  2. Broom finish: For concrete pad provide a medium broom finish perpendicular to the direction of travel.

- 3.3 CLEAN UP: 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.

- 3.4 IRRIGATION ADJUSTMENTS: Make irrigation adjustments as indicated on the drawings to accommodate concrete bands. Pipe materials, depths, and trench backfill to match existing conditions.

END OF SECTION 03 30 00

**SECTION 12 93 00 SITE FURNISHINGS**

**PART 1 - GENERAL**

1.1 SCOPE

A. This section shall consist of all site furnishings including but not limited to:

1. Pickleball post and net
2. Bench
3. Rules sign
4. Trash receptacle

1.2 ACCEPTANCE: Prior to the purchase of the items and within five days of the award of the contract, the Contractor shall supply the Engineer with samples of the finishes for approval by the City. No materials for this section shall be purchased until such approval is granted.

1.3 CERTIFICATION: Delivery schedules shall be verified and certified in writing to the Engineer within ten days after the project commences.

**PART 2 - PRODUCTS**

2.1 MATERIALS

- A. Pickleball post and net: To be provided by City.
- B. Bench: To be provided by City.
- C. Rules sign: To be provided by City.
- D. Trash receptacle: To be provided by City.

**PART 3 - EXECUTION**

3.1 LAYOUT: Prior to commencing installation, Contractor shall stake layout and request a review by the Engineer to determine adjustments on site from locations shown on drawings.

3.2 INSTALLATION:

- A. All site accessories shall be installed per manufacturer's specifications.

END OF SECTION 12 93 00

**SECTION 32 12 16 ASPHALT PAVEMENT**

**PART 1 - GENERAL**

1.1 SCOPE

- A. This section shall consist of all asphalt pavement including but not limited to:
  - 1. Court asphalt pavement
  - 2. Court aggregate base
  - 3. Other miscellaneous asphalt pavement work

1.2 STANDARDS

- A. Unless otherwise shown or specified, all materials and methods shall conform to the cited sections of the most current State of California, Department of Transportation Standard Specifications and Section 9 of the City's Standard Specifications.
- B. "Tennis Courts: A Construction and Maintenance Manual" 2015 Edition, published by American Sports Builders Association, as it pertains to asphalt pavement construction.

1.3 SUBMITTALS

- A. Soil Sterilent: Submit written recommendation from a State of California appropriately licensed individual along with complete product data from proposed manufacturer, for review by the Engineer and/or appropriately licensed individual.
- B. Aggregate Base: Submit laboratory reports for aggregate gradation, durability, sand equivalency, and other requirements conforming to the Standard Specifications Section 39, for review by the Engineer.
- C. Asphalt Pavement: Submit proposed mix design as prepared by mixing plant.

**PART 2 - PRODUCTS**

2.1 MATERIALS

- A. Soil Sterilent: Shall be a commercially available herbicide material such as "Chipman-Chlorax 40", "Atrazine 80W", "Treflan", or approved equal, and as



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. Contractor shall be responsible for all overspray, spreading, or runoff of material into adjacent areas. Products listed above are for Contractor's general reference only as these products may not be suitable for all conditions at the site.

- B. Aggregate Base: Standard Specifications Section 26, Class 2, with 3/4-inch maximum size.
- C. Liquid asphalt for prime coat: Standard Specifications Section 93, SC 70.
- D. Asphaltic emulsion for paint binder: Standard Specifications Section 94, SS1-H.
- E. Paving Asphalt: Standard Specifications Section 92, performance graded asphalt binder, PG 64-10.
- F. Mineral aggregates for HMA Types A & B plant-mixed asphalt: Standard Specifications Section 39, maximum size 1/2-inch, medium gradation.

## 2.2 MIXES

- A. Proportioning and mixing of the asphaltic concrete shall conform to Standard Specifications Section 39-1.08.

## **PART 3 - EXECUTION**

### 3.1 PREPARATION

- A. Verify that the subbase is properly compacted and at suitable grade for receiving aggregate base. Clear area to be paved of all debris and organic material. Recompact and regrade as necessary to place aggregate base.
- B. Before beginning base and paving work and during construction, take all steps necessary for protection of existing improvements. As the asphalt concrete is being placed, extreme care shall be taken not to discolor or damage the concrete pavement, concrete bands, or other surfaces. If damage occurs, repair, and if satisfactory repair cannot be made, remove and replace the section as directed.
- C. Existing Pavement Preparation and Surface Repair:

1. Inspect the existing surface and scrape off old coatings that may be flaking or peeling.
2. Clean the existing surface to wash away dirt, membranes, tape, other foreign matter, mold, fungus and mildew. Mark low areas that contain birdbaths.
3. Clean out cracks with air compressor. Clean crack so that it is free of vegetation and debris. Remove all loose pavement from crack and grind down heaved edges at cracks exceeding 1/4" height.
4. Fill cracks 1/4" wide or less with crack filler (see Section 32 18 23). Cracks shall be hand-filled with square, snub-nose, hand trowel or broad knife with a narrow bead of material along crack. After the crack filler has been forced into crack, the edges shall be wiped clean with a damp cloth. After drying, any rough or lifted edges shall be sanded smooth, and loose material shall be carefully removed from the court by air-broom and/or sweeping. All filling shall be flush and even with existing adjacent surface.
5. Fill cracks wider than 1/4" with court patch binder (see Section 32 18 23). Cracks greater than 1/4" shall be filled and leveled with a square hand-trowel or broad knife by forcing the court patch binder filler mix into the crack and striking off excess material. Edges may be feathered using a hand-trowel and a damp cloth to form a smooth transition from patch to the original surface. All filling shall be flush and even with existing adjacent surface.

D. Dispose of all excavated material as described in the Demolition Section 02 41 00.

### 3.2 INSTALLATION

- A. Compact subgrade and aggregate base per plans.
- B. Soil Sterilent: Shall be applied to the subgrade soil of areas to be paved prior to baserock operations; uniformly applied per manufacturer's recommendations; minimum rate of 2.5 to 3.0 lbs./1000 square feet and watered with a minimum of 3 gallons/100 square feet. Contractor shall take all precautions necessary to avoid spray onto or runoff into planting areas.
- C. Place and compact aggregate base as specified for Class 2 aggregate base in Standard Specifications Section 26-1.03. Verify grades to allow for finish paving.
- D. Clear aggregate base surface of all loose or unsuitable material. Apply prime coat in accordance with Standard Specifications Section 39.4 and at a rate of 0.25 gallons per square yard. After the liquid asphalt has penetrated the surface, the excess shall be removed with sufficient sand to absorb the excess liquid asphalt. Remove excess sand.

- E. Apply tack coat in accordance with Standard Specifications Section 39-1.09C. Tack coat shall be applied in one application to existing pavement and planed surfaces and all vertical surfaces of existing pavement, bands, and construction joints, and other surfaces designated by the Engineer. The tack coat shall be provided in sufficient quantity to produce a thin, uniform black, glossy coat of asphalt. Pools in unevenly distributed areas shall be redistributed by means of hand brooms.
- F. Before placing surfacing, additional prime coat or tack binder shall be applied to areas where the prime coat or tack coat has been destroyed.
- G. Asphalt concrete shall be transported, spread and compacted uniformly to a closed, smooth surface and a layer of uniform density, in accordance with Standard Specifications Sections 39-1.11 & 39-3.03.
- H. Finish grades shall be as indicated, smooth and without sharp breaks and shall allow the pavement to drain. Upon completion of the paving, flood the area as directed by the Engineer. The Contractor shall be required to reconstruct any low areas as directed. Finish grades that allow ponding or puddling of water will not be accepted. Refer to Section 32 18 23 1.9 for surface tolerances.

### 3.3 CLEAN UP

- 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 clean-up operations shall be considered adequate grounds for having the work done by others at the Contractor's expense.

END OF SECTION 32 12 16

**SECTION 32 18 23 COURT SURFACING**

**PART 1 - GENERAL**

1.1 SCOPE

- A. Furnish and install textured colored acrylic and court resurfacing.

1.2 REFERENCES

1. National Asphalt Paving Association (NAPA)
2. American Sport Builders Association (ASBA), "Tennis Courts, A Construction & Maintenance Manual," 2015 Edition.

1.3 QUALITY ASSURANCE

- A. Surfacing shall conform to the guidelines of the ASBA for planarity.
- B. The contractor shall record the batch number of each product used on the site and maintain records of it through the warranty period and submit to City within one (1) week of substantial completion.
- C. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.
- D. The manufacturer's representative shall be available to help resolve material questions.

1.4 SUBMITTALS

- A. Manufacturer specifications for components, color chart and installation instructions, maintenance instructions and warranty information.
- C. Submit list of projects noted in part 1.7 below.
- D. Current Material Safety Data Sheets (MSDS).
- E. Product substitution: If other than the product specified, the contractor shall submit at least 7 days prior to the bid date a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the City's satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a (Q- panel

laboratory U.V.) QUV weathering test of at least 1000 hours illustrating the UV stability of the system.

**1.5 MATERIAL HANDLING AND STORAGE**

- A. Store materials in accordance with manufacturer specifications and MSDS.
- B. Deliver product to the site in original unopened containers with proper labels attached.
- C. All surfacing materials shall be nonflammable.

**1.6 GUARANTEE**

- A. The Contractor shall warrant the court surfacing against settlement, peeling of surface, surface cracking, and any other defects of materials or workmanship for a period of five (5) years from date of acceptance.

**1.7 INSTALLER QUALIFICATIONS**

- A. Installer shall be actively engaged in construction and surfacing of acrylic courts, play courts or similar surfaces.
- B. Reference list from the installer of at least 3 projects successfully completed in Northern California of similar scope done in the past 5 years. Each listed project shall equal or exceed 5,000 sf in size. Provide project location, date of installation, square footage of court surfacing for each project, and project contact name, address, and phone number with each installation listed.

**1.8 TOLERANCES**

- A. The finished surface of the courts shall not vary more than 1/4" in 10'-0' when measured in any direction using a straight edge. At no point shall the surface fail to drain.

**PART 2 – PRODUCTS**

**2.2 COURT SURFACING**

- A. Acrylic Resurfacer (no asphaltic emulsions will be permitted). Shall be Fraser Edwards or approved equal acrylic resurfacer and mixed as follows:

Acrylic Resurfacer	55 gals.
Water	20 gals.

Sand (60 Mesh)                      880 lbs.

- B. Filled Acrylic Finish Color: Shall be Fortified Plexipave as manufactured by California Products Corporation, or approved equal. Colors shall be per plans.

No field mixing of sand will be allowed.

- C. Playing Lines: Shall be Plexicolor Textured Line Paint by California Products Corporation, or approved equal. Color shall be white. No oil-based paint shall be allowed.

- D. Surface Course, Aggregate:

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

- E. Water (used for mixing): Potable water.

**PART 3 - EXECUTION**

**3.1 WEATHER LIMITATIONS**

- A. Do not install surfacing when rainfall is occurring or is imminent.
- B. Do not apply unless surface and air temperature are 50°F and rising.
- C. Do not apply if surface temperature is in excess of 140°F.

**3.2 PREPARATION**

- A. Surface: Existing court surface shall be clean, free of dirt, water, soil and other foreign materials. Broom or clean surface so it is clean and dust free. Clean and fill all cracks per Asphalt Pavement specification section 32 12 16 3.1 C prior to installation of crack filler or court patch binder. Apply crack filler or court patch binder to cracks. Any area showing algae growth shall be treated with Chlorox or approved equal to kill organisms and then the court shall be properly rinsed.

**3.5 PROTECTION**

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

3.6 CLEAN-UP

- A Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and Federal regulations.
- B Remove residual chalk from line marking.
- C Leave site in a clean, safe, and orderly condition each day.

END OF SECTION 32 18 23

**SECTION 32 31 13 CHAIN LINK FENCE**

**PART 1 - GENERAL**

1.1 SCOPE

- A. Furnish and install all labor, material, equipment, and services required to perform such work including, but not limited to, work as shown on the drawings and the following:
  - 1. Installation of court fence
  - 2. Installation of pickleball fence
  - 3. Installation of pickleball gate
  - 4. Repair of existing chain link fence

1.2 STANDARDS

- A. Section 80-3 of the DTSS for materials and installation shall apply to this Section unless noted otherwise and except for payment and measurement.

1.3 SUBMITTALS

- A. Contractor shall submit two complete sets of product data and materials order confirmation within 10 days after award of bid.

**PART 2 - PRODUCTS**

2.1 MATERIALS

- A. Fabric: Chain link, 9-gauge with a uniform square mesh measuring approximately 2 inches between its parallel sides, woven galvanized wire with a minimum of 1.20 oz. per square foot.
- B. Posts: Posts shall be Sch. 40 steel pipe. Sizes as indicated on the drawings.
- C. Top Rail and Bottom Rail and/or Tension Wire: The fence shall have a continuous top and bottom rail for its full length of galvanized steel, size as indicated on the drawings, weighing 1.73 pounds per foot; and a bottom 6-gauge tension wire.
- D. Truss Braces: Truss braces and truss rods with turnbuckle attachments shall be installed between end posts and each adjacent line post; sizes and specific locations as engineered by the fabricator and approved on the shop drawing.



- E. Fittings: All fixed component parts, such as tie wire, hog rings, post tops, bands, connections and rail ends, shall be galvanized. Post tops shall be simple can-type without ornamentation.
- F. Concrete Backfill: Refer to Site Concrete Section 03 30 00.
- G. Tie Wires: Secure fabric with 9 gauge aluminum ties to line posts at 1'-2" on center spacing and to rails at 2'-0" on center spacing.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. Fabric: Shall be installed on the side of the posts as indicated on the drawings; tops and bottom selvage knuckled and attached to posts with 9-gauge hog rings spaced no further than twelve inches apart.
- B. Tension Wire: Shall be tied to the fabric near the bottom. Secure fabric to tension wire with galvanized hog rings spaced 1'-0" on center.
- C. Top and Bottom Rail: Shall pass through openings provided in the post tops and each length shall be coupled with a sleeve coupling, or by a 3 inch long swaged end. Fabric shall be attached to the top rail by means of double-wrap tie wires spaced at intervals of approximately 2'-0".
- D. Posts: To be installed as indicated on the drawings.

END OF SECTION 32 31 13

**SECTION 33 40 00 SITE DRAINAGE**

**PART 1 - GENERAL**

1.1 SCOPE

A. This section shall consist of all storm drainage including but not limited to:

1. Trench drain
2. Trench drain catch basin
3. Other miscellaneous site drainage

1.2 STANDARDS

A. Unless otherwise specified or shown, all materials and methods shall conform to the appropriate current sections of the State of California, Department of Transportation Standard Specifications and Section 12 of the City's Standard Specifications as they reasonably apply to this work, except for measurement and payment requirements.

1.3 TOLERANCES

A. Tolerances for pipe trenches, pipe placement, trench drain, and catch basin shall be as specified by the Standard Specifications and Section 12 of the City's Standard Specifications. No combination of high and low tolerances that compromise the lines and grades as shown will be permitted.

1.4 REVIEWS

A. 24 hours prior to placement of backfill above the pipe bedding, the City shall be notified by the Contractor and shall be allowed such reasonable time to inspect placement of the pipe and pipe bedding.

1.5 SUBMITTALS

A. Provide catalog cut information for the following:

1. Trench Drain
2. Trench drain catch basin

1.6 RECORD DRAWINGS

- A. Contractor shall maintain a daily log of on-site installation and changes from the Contract Documents on a set of prints provided to Contractor by City for record purposes. A clearly legible and detailed print of said log, acceptable to the Inspector, shall be submitted to the City prior to final payment.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Trench Drain: Shall be 4” Dura Trench drain and trench drain catch basin, pre-sloped with ADA black coated steel slotted grate manufactured by Eric-sons, 574C Industrial Way N, Callas, GA 30132, (916) 747-0185, or approved equal.
  - 1. Trench Drain shall be model # DTPF4-05C248BPB-HDBP08ZSA-GLVR4-NSR-NONEo, or approved equal.
  - 2. Trench Drain Catch Basin shall be model # DTCBPF-D24-05C24BPB-HDBP-GLVR4-60P.

**PART 3 - EXECUTION**

**3.1 TRENCH EXCAVATION**

- A. Excavation of pipe trenches shall conform to Standard Specifications Section 19-3, Section 11 of the City’s Standard Specifications, and Trenching and Backfilling - Section 31 23 00 of these specifications.

**3.2 INSTALLATION**

- A. Pipes, catch basins and appurtenances shall be installed to the lines and grades shown and in accordance with applicable sections of the Standard Specifications.

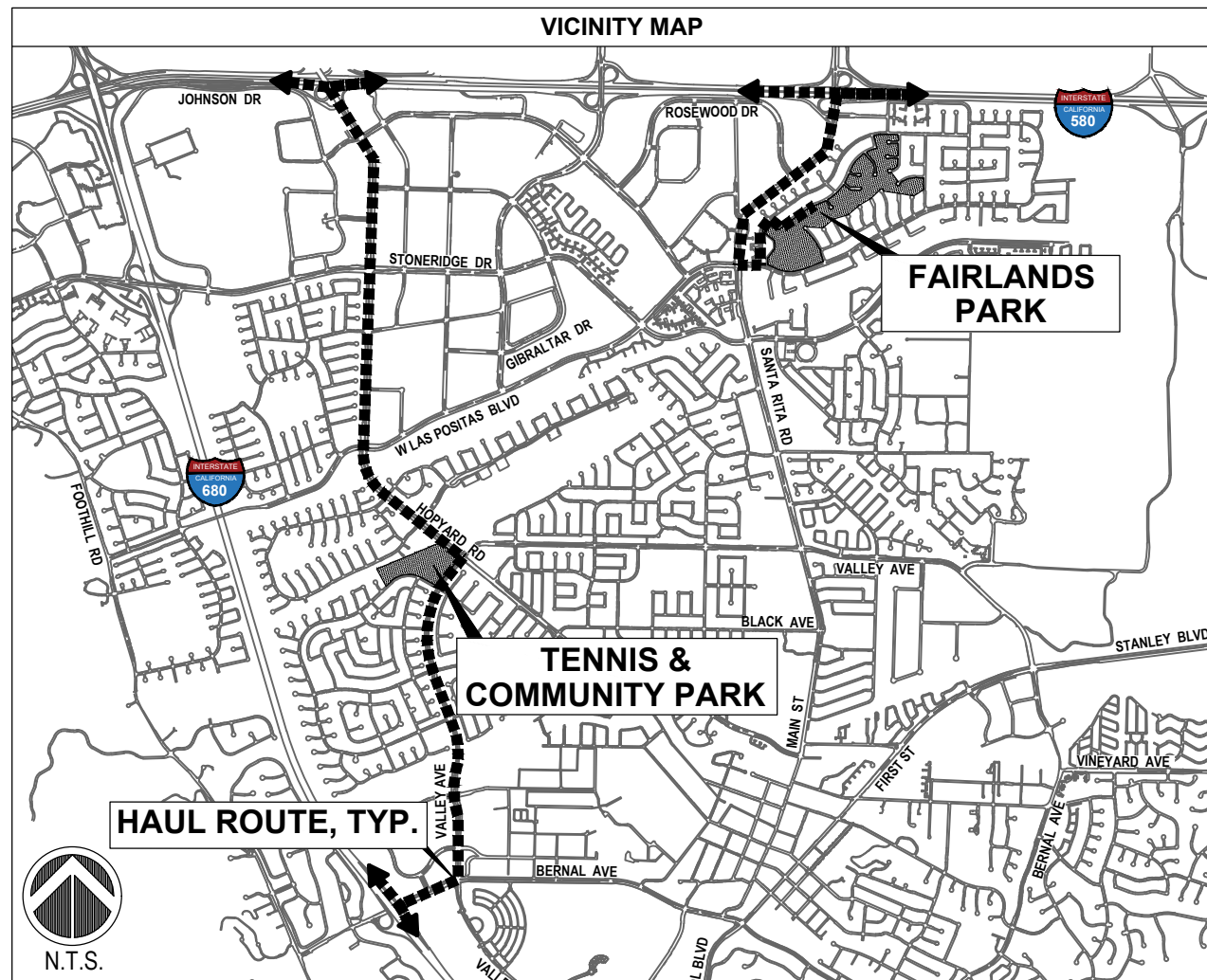
END OF SECTION 33 40 00

# CITY OF PLEASANTON PUBLIC WORKS DEPARTMENT

## ANNUAL COURT RESURFACING FAIRLANDS AND TENNIS & COMMUNITY PARKS - CIP NO. 24744

### BID SUBMITTAL SET

*Adam Nelkie*  
ADAM M. NELKIE, CITY ENGINEER



ABBREVIATION			
AB	AGGREGATE BASE	NTS	NOT TO SCALE
AC	ASPHALT CONCRETE	ST	STREET
DR	DRIVE	TYP	TYPICAL
EX	EXISTING	"	INCH
MIN	MINIMUM	'	FEET

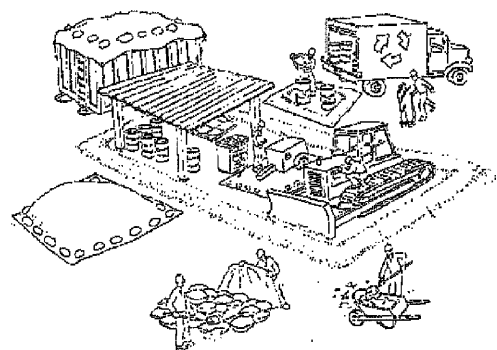
SHEET INDEX		
SHEET NO.	DWG NO.	DESCRIPTION
1	L1	COVER SHEET
2	L2	POLLUTION PREVENTION PLAN
3	L3	FAIRLANDS PARK COURT PREPARATION PLAN
4	L4	TENNIS & COMMUNITY PARK COURT PREPARATION PLAN
5	L5	FAIRLANDS PARK COURT CONSTRUCTION PLAN
6	L6	TENNIS & COMMUNITY PARK COURT CONSTRUCTION PLAN
7 - 8	L7 - L8	CONSTRUCTION DETAILS
9	L9	COURT RESURFACING, COURTS 1-9, 11-12

- #### GENERAL NOTES
- COMPOSITE BASE SHEET:** THE PROPOSED IMPROVEMENTS SHOWN ON THESE DRAWINGS ARE SUPERIMPOSED ON A BASE SHEET. THIS BASE SHEET IS COMPILED FROM RECORD DRAWINGS, AERIAL PHOTOGRAPHS, AND OTHER DATA AS MADE AVAILABLE TO THE LANDSCAPE ARCHITECT. THIS BASE SHEET INFORMATION IS SHOWN IN HALF TONE ON THE PLANS. THE CITY SHALL NOT BE HELD LIABLE FOR CHANGES, OMISSIONS, OR OTHER ERRORS ON THESE DOCUMENTS. THE COMPOSITE BASE SHEET IS PROVIDED AS AN AID ONLY AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THESE DOCUMENTS AND INCORPORATING/INTEGRATING ALL CONSTRUCTION AS REQUIRED TO ACCOMMODATE SAME. IT IS RECOMMENDED THAT PROSPECTIVE BIDDERS VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH EXISTING SITE CONDITIONS AND SITE ACCESS PRIOR TO SUBMITTING A BID.  
  
THE BASE SHEET SOURCE FOR THESE DRAWINGS IS:  
  
1) FAIRLANDS PARK RENOVATION CIP NO 958038, CONSTRUCTION DOCUMENTS PREPARED BY JOHN NICOL & ASSOCIATES, DATED 12/19/1997.  
  
2) PLEASANTON TENNIS & COMMUNITY PARK - PHASE III, CIP NO 947041. CONSTRUCTION DOCUMENTS PREPARED BY SINGER-HODGES-EVANS LANDSCAPE ARCHITECTURE, DATED APRIL 1996.
  - UTILITIES:** PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF THE LOCATIONS OF THEIR UNDERGROUND FACILITIES. MOST UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF THE U.S.A. 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER 811. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING SURFACE.  
  
THE CONTRACTOR IS CAUTIONED THAT ONLY EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATION, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. HOWEVER, THE CITY CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH ARE NOT SHOWN ON THESE DRAWINGS.
  - TREE PROTECTION REQUIREMENTS:** ALL EXCAVATION WITHIN THE DRIPLINE OF EXISTING TREES TO REMAIN SHALL BE BY HAND, WITH CARE TAKEN NOT TO CUT OR DAMAGE ROOTS OVER 1-INCH DIAMETER UNLESS OTHERWISE INDICATED ON PLANS. TREES TO REMAIN SHALL BE FENCED AROUND DRIPLINE OF TREE WITH TEMPORARY FENCING, SUCH AS STEEL STAKES (MAX. 5 FEET O.C.) WITH WIRE MESH FABRIC (6X6 OPEN), SNOW FENCING, CHAIN LINK, OR SIMILAR, HEIGHT TO BE 5 FEET MINIMUM.
  - CITY STANDARDS:** ALL MATERIAL AND WORKMANSHIP SHALL FULLY CONFORM WITH THE SPECIFICATIONS, STANDARDS, AND ORDINANCES OF THE CITY OF PLEASANTON. STANDARD SPECIFICATIONS AND DETAILS ARE AVAILABLE IN THE OFFICE OF THE CITY ENGINEER.
  - INSPECTIONS:** THE OFFICE OF PUBLIC WORKS INSPECTION (PHONE 925 931-5650) SHALL BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF ANY WORK.
  - FIELD CHANGES:** THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER.
  - PEDESTRIAN ACCESS:** CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS DURING CONSTRUCTION IN AREAS INDICATED ON THE COURT PREPARATION PLANS.
  - DAMAGES:** ALL EXISTING UTILITIES AND PRIVATE IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER, AT CONTRACTOR'S SOLE EXPENSE.
  - JOB SITE CONDITIONS:** THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT JUST DURING NORMAL WORKING HOURS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE ANY EXISTING IMPROVEMENTS DAMAGED DURING THE COURSE OF CONSTRUCTION TO THE SATISFACTION OF THE ENGINEER.
  - CLARIFICATIONS:** SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
  - EXISTING IRRIGATION AND UTILITIES:** EXISTING IRRIGATION AND UTILITIES SHALL BE MAINTAINED IN SERVICE AND IN PLACE BY THE CONTRACTOR DURING CONSTRUCTION.
  - STATE STANDARD SPECIFICATIONS:** REFERENCES TO THE STATE STANDARD SPECIFICATIONS AND STANDARD PLANS MEANS THE 2015 EDITIONS.
  - USA MARKINGS:** CONTRACTOR SHALL REMOVE ALL U.S.A. MARKINGS UPON COMPLETION OF THE PROJECT.
  - HAUL ROUTES:** HAUL ROUTES SHALL BE AS INDICATED ON THE VICINITY MAP, UNLESS OTHERWISE DIRECTED BY THE CITY.
  - EXISTING LANDSCAPE:** ALL AFFECTED LANDSCAPING SHALL BE REPLACED TO MATCH EXISTING CONDITIONS OR TO THE SATISFACTION OF THE CITY ENGINEER. ANY TURF DAMAGED THROUGH THE COURSE OF CONSTRUCTION, INCLUDING AT THE STAGING AREA, SHALL BE REPLACED WITH SOD OF THE SAME TURF TYPE AS EXISTING.

# Pollution Prevention - It's Part of the Plan

Make sure your crews and subs do the job right!

Runoff from streets and other paved areas are a major source of pollution in San Francisco Bay. Construction activities can directly affect the health of the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines will ensure your compliance with the City of Pleasanton requirements. Contact the City of Pleasanton, Department of Engineering at (925) 931-5650, or for private onsite work, please contact the Building and Safety Division at (925) 931-5300.



## Materials storage & spill cleanup

### Non-hazardous materials management

- Sand, dirt, and similar materials must be stored at least 10 feet from catch basins, and covered with a tarp during wet weather or when rain is forecast.
- Use (but don't overuse) reclaimed water for dust control as needed.
- Sweep or vacuum streets and other paved areas daily. Do not wash down streets or work areas with water!
- Recycle all asphalt, concrete, and aggregate base material from demolition activities.

Comply with City Ordinance for recycling construction materials, wood, gyp board, pipe, etc. Contact Pleasanton Garbage Service at 925-846-2042 for both recycling and debris disposal.

- Check dumpsters regularly for leaks and to make sure they don't overflow. Repair or replace leaking dumpsters promptly.

### Hazardous materials management

- Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, state, and federal regulations.
- Store hazardous materials and wastes in secondary containment and cover them during wet weather.
- Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- Be sure to arrange for appropriate disposal of all hazardous wastes.

### Spill prevention and control

- Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- Report any hazardous materials spills immediately! Dial 911 or the Livermore/Pleasanton Fire Department at 925-454-2330.

## Vehicle and equipment maintenance & cleaning

- Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- If you must clean vehicles or equipment on site, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or creeks.
- Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.



## Earthwork & contaminated soils

- Keep excavated soil on the site where it is least likely to collect in the street. Transfer to dump trucks should take place on the site, not in the street.
- Use fiber rolls, silt fences, or other control measures to minimize the flow of silt off the site. See the approved erosion control plan for this site.

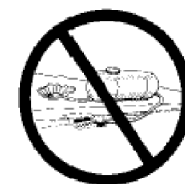


- Earth moving activities are only allowed during dry weather by permit and as approved by the City Inspector in the Field.
- Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place fiber rolls down-slope until soil is secure.

➤ If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris), call Pleasanton/Livermore Fire Department at 925-454-2330 or the Regional Water Quality Control Board for help in determining what should be done, and manage disposal of contaminated soil according to their instructions.

## Dewatering operations

- Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- Be sure to call Pleasanton's storm drain source control inspector, Brian Lorimer, before discharging water to a street, gutter, or storm drain (925-931-5511). Filtration or diversion through a basin, tank, or sediment trap may be required.
- In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the city inspector to determine what testing is required and how to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.



## Saw cutting

- Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or sand/gravel bags to keep slurry out of the storm drain system.
- Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- If saw cut slurry enters a catch basin, clean it up immediately.



## Paving/asphalt work

- Do not pave during wet weather or when rain is forecast.
- Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- Place drip pans or absorbent material under paving equipment when not in use.
- Protect gutters, ditches, and drainage courses with sand/gravel bags, or earthen berms.

➤ Do not sweep or wash down excess sand from sand sealing into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.

➤ Do not use water to wash down fresh asphalt concrete pavement.

## Concrete, grout, and mortar storage & waste disposal

- Be sure to store concrete, grout, and mortar under cover and away from drainage areas. These materials must never reach a storm drain.
- Wash out concrete equipment/trucks off-site or designate an on-site area for washing where water will flow onto dirt or into a temporary pit in a dirt area. Let the water seep into the soil and dispose of hardened concrete with trash.



- Divert water from washing exposed aggregate concrete to a dirt area where it will not run into a gutter, street, or storm drain.
- If a suitable dirt area is not available, collect the wash water and remove it for appropriate disposal off site.

## Painting

- Never rinse paint brushes or materials in a gutter or street!
- Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink. If you can't use a sink, direct wash water to a dirt area and spade it in.
- Paint out excess oil-based paint before cleaning brushes in thinner.
- Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner as hazardous waste.

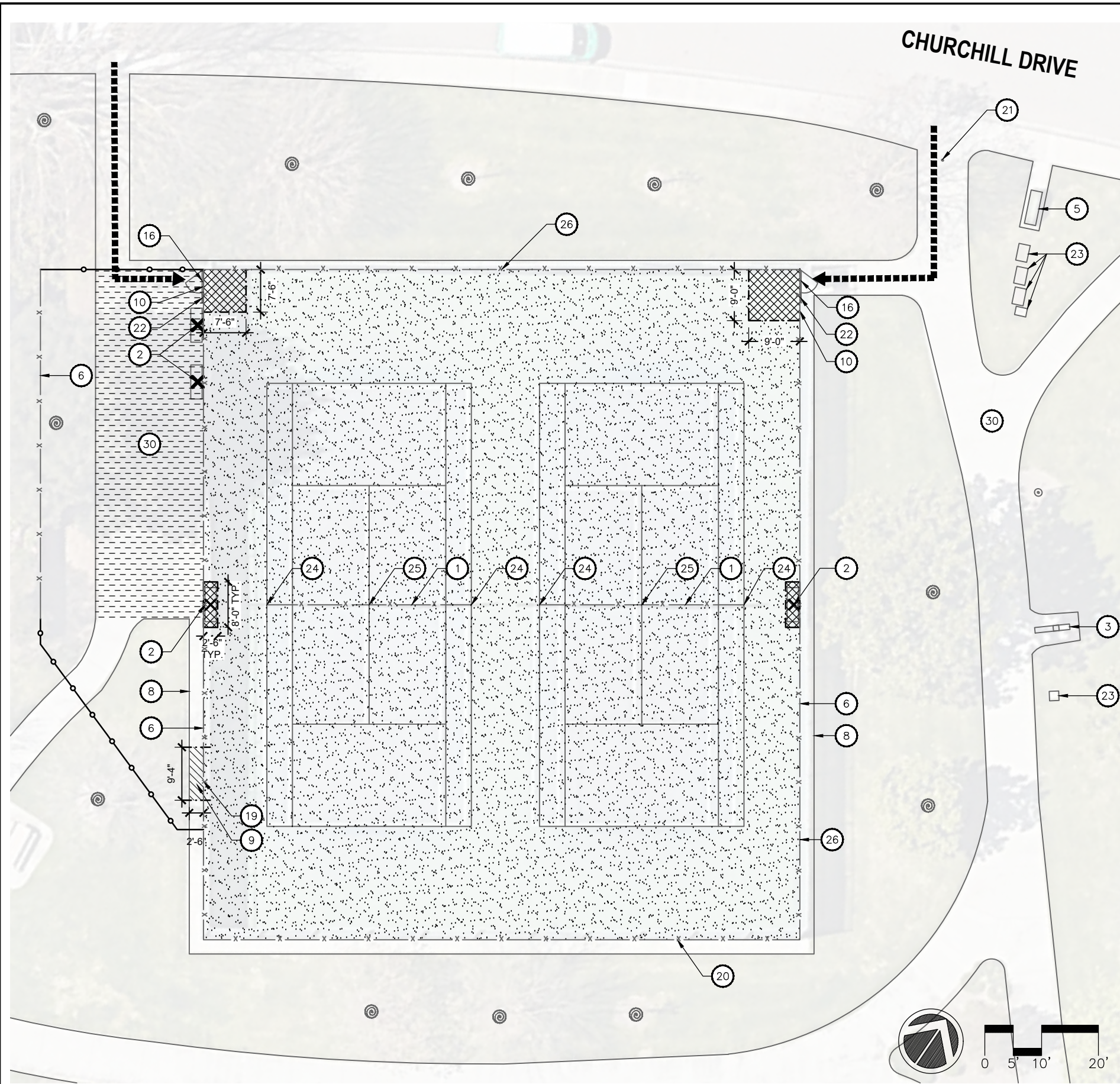


**Storm drain polluters maybe liable for fines of \$10,000 or more per day!**

Bay Area Stormwater Management Agencies Association (BASMAA)  
1-888-BAYWISE

For more detailed information:  
Get a copy of the "Field Manual" -- (510) 622-2465 or  
[www.abag.ca.gov/bayarea/sfep/reports/construction.html](http://www.abag.ca.gov/bayarea/sfep/reports/construction.html)

REV.	DATE	DESCRIPTION	THE CITY OF PLEASANTON	CITY OF PLEASANTON PUBLIC WORKS DEPARTMENT	ADAM M. NELKIE CITY ENGINEER NO. 78830 EXP. 9/30/25	FAIRLANDS PARK AND TENNIS & COMMUNITY PARK COURT RESURFACING POLLUTION PREVENTION PLAN	DESIGN: MG	SCALE: NTS	DWG NO.
							DRAWN: MW	PROJECT NO.: 24744	L2
							CHECKED: AN	DATE: JULY 24, 2024	2 OF 9



**COURT PREPARATION LEGEND**

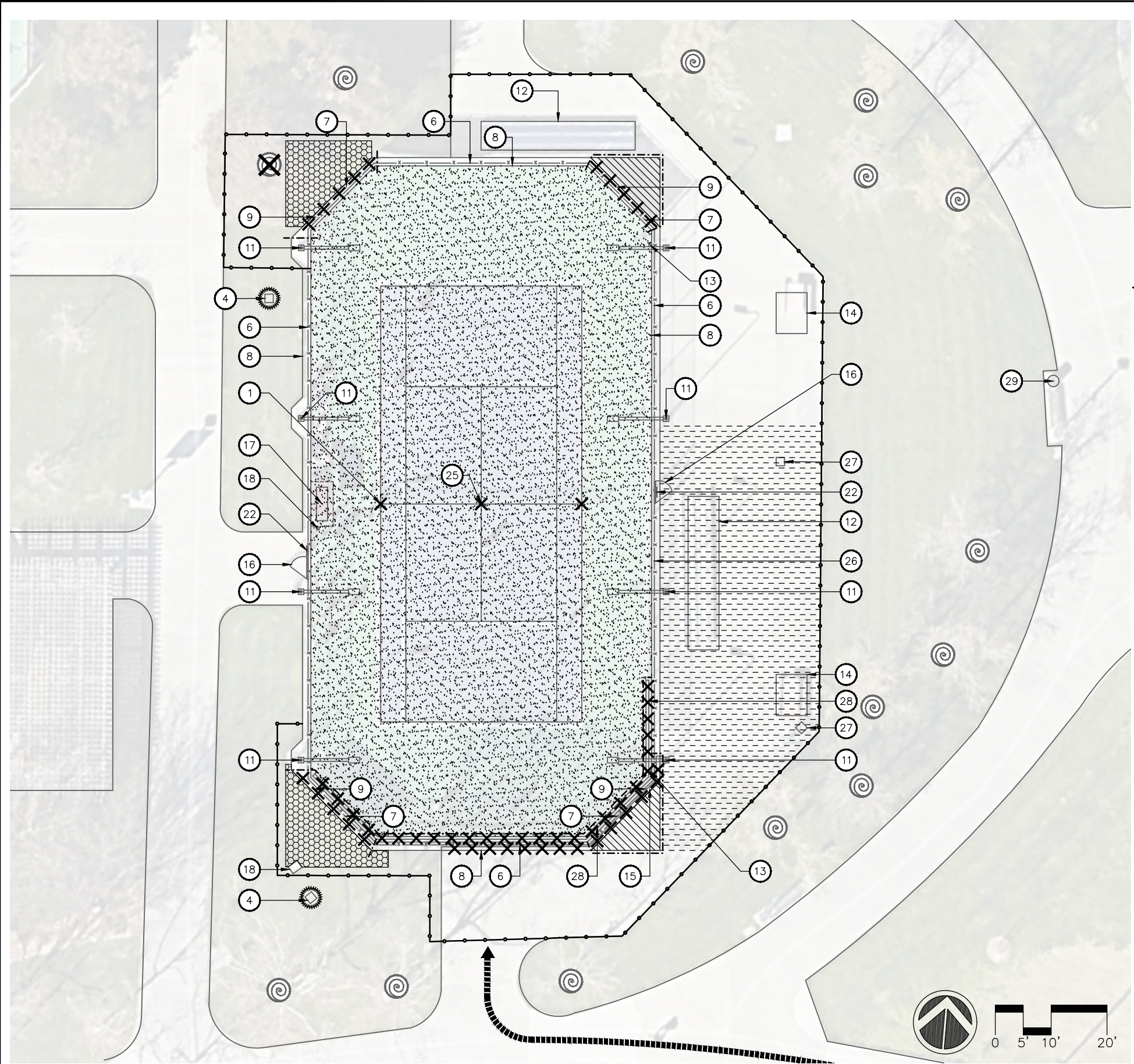
- CLEAR AND GRUB
- CONSTRUCTION STAGING AREA
- FILL AND PATCH CRACKS AND LOW SPOTS, GRIND DOWN HIGH SPOTS AND PREPARE COURT FOR ACRYLIC PAINT AND STRIPING
- REMOVE AND DISPOSE OF CONCRETE AND AB, ASSUME 12-INCH DEPTH TOTAL
- REMOVE AND DISPOSE OF EXISTING ASPHALT AND BASEROCK, ASSUME 12" DEPTH TOTAL
- CONSTRUCTION FENCING, PER SPECS
- REMOVE AND DISPOSE OF ITEM
- SAWCUT
- CONTRACTOR SITE ACCESS
- T.R. TO REMAIN, PROTECT IN PLACE
- T.B.R. TO BE REMOVED AND LEGALLY DISPOSED OF
- EXISTING TREE T.R.
- EXISTING TREE T.B.R.
- STORM DRAIN INLET PROTECTION  $\frac{1}{17}$

**COURT PREPARATION DISPOSITION ITEMS**

- |   |  |   |
|---|--|---|
| 1 REMOVE AND DISPOSE OF TENNIS NET AND POSTS, INCLUDING CONCRETE FOOTING. | 12 BLEACHER TO BE TEMPORARILY RELOCATED AS NECESSARY DURING CONSTRUCTION PER THE DIRECTION OF THE CITY | 21 REMOVABLE BOLLARD T.R.                                       |
| 2 BENCH T.B.R.  | 13 ELECTRICAL OUTLET T.R. REPLACE COVER PER SPECS  | 22 SIGN T.B.R.  |
| 3 DRINKING FOUNTAIN T.R.  | 14 PICNIC TABLE T.R.   | 23 VALVE BOX T.R.   |
| 4 CATCH BASIN T.R.  | 15 CONCRETE CURB T.B.R.  | 24 SLEEVE/TENNIS NET POST T.R.                                  |
| 5 BACKFLOW PREVENTER T.R.   | 16 GATE T.R.   | 25 TIE/NET ANCHOR T.B.R.  |
| 6 FENCE T.R.  | 17 BENCH WITH SHADE CANOPY T.R.  | 26 REMOVE AND REPLACE WIND SCREENS ON ALL SIDES                 |
| 7 FENCE T.B.R.  | 18 UTILITY BOX T.R. ADJUST TO GRADE AS NECESSARY   | 27 METAL VAULT  |
| 8 CONCRETE BAND T.R.  | 19 FENCE POST AND FOOTING T.B.R.   | 28 TRENCH DRAIN T.B.R.  |
| 9 CONCRETE BAND T.B.R.  | 20 TOP RAIL T.B.R., APPROX. 25' LF   | 29 TRASH RECEPTACLE TO BE RELOCATED PER COURT CONSTRUCTION PLAN |
| 10 WOOD HEADERBOARD T.B.R.  |  | 30 CONCRETE PAVEMENT T.R.                                       |
| 11 COURT LIGHT T.R.   |  |   |

**COURT PREPARATION NOTES**

1. **CONSTRUCTION ACCESS:** CONTRACTOR IS RESPONSIBLE FOR PROVIDING MEANS OF ACCESS TO TENNIS COURTS, INCLUDING PROTECTIVE MEASURES FOR EXISTING IMPROVEMENTS TO REMAIN. CONTRACTOR SHALL INCLUDE IN THEIR BID PRICE ALL COSTS ASSOCIATED WITH GAINING ACCESS, PROTECTING EXISTING IMPROVEMENTS, AND REPAIRS REQUIRED AS A RESULT OF THE WORK.
2. **PUBLIC ACCESS:** ALL SIDEWALKS ALONG STREETS TO REMAIN SHALL BE OPEN FOR PUBLIC ACCESS THROUGHOUT CONSTRUCTION.
3. **TURF PROTECTION:** PROTECT ALL TURF SURROUNDING COURTS DURING CONSTRUCTION. REPAIR ANY DAMAGES CAUSED BY CONSTRUCTION ACTIVITIES AT THE END OF THE CONSTRUCTION PERIOD AT NO ADDITIONAL COST TO THE CITY. ALL DAMAGED TURF SHALL BE REPLACED WITH SOD TO MATCH EXISTING TURF. CONTACT THE PARKS DIVISION AT LEAST 3 DAYS IN ADVANCE OF THE NEED TO TURN OFF IRRIGATION.
4. **IRRIGATION PROTECTION:** CONTRACTOR TO SET UP A MEETING WITH THE PARKS DIVISION PRIOR TO CONSTRUCTION TO FLAG ALL IRRIGATION COMPONENTS AND PROTECT THE IRRIGATION DURING THE COURSE OF CONSTRUCTION
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7. **EXISTING PAINT:** CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING COURT PAINT BEYOND EDGES OF EXISTING ASPHALT.
8. **BENCH REMOVAL:** BENCH POSTS SHALL BE CUT FLUSH WITH CONCRETE, METAL SHALL BE GROUND SMOOTH, AND HOLE SHALL BE BACKFILLED WITH GROUT TO MATCH ADJACENT CONCRETE.



**COURT PREPARATION LEGEND**

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- STORM DRAIN INLET PROTECTION 1  
17

**COURT PREPARATION DISPOSITION ITEMS**
















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|---|---|---|
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CHURCHILL DRIVE

CONSTRUCTION LEGEND

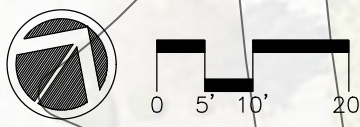
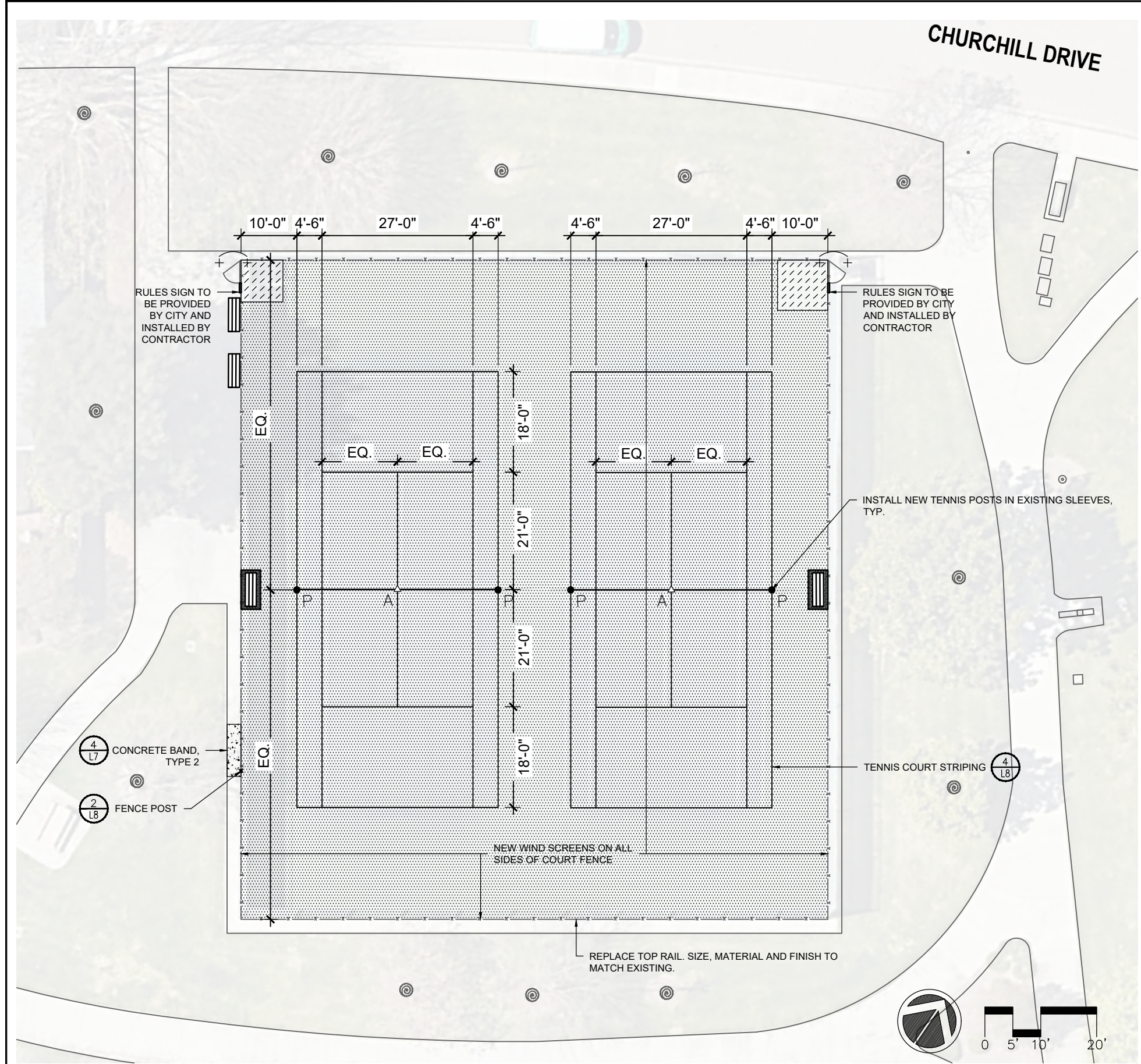
-  ASPHALT PAVEMENT WITH ACRYLIC OVERLAY (3/L7)
-  ACRYLIC OVERLAY
-  TURF FROM SOD, 90/10 FESCUE
-  TRENCH DRAIN (5/L7)
-  TENNIS COURT FENCE (2/L8)
-  PICKLEBALL FENCE (1/L8)
-  CONCRETE PAD (2/L7)
-  NET AND POST (3/L8)
-  NET ANCHOR (3/L8)
-  FLUSH
-  TREE, EXISTING T.R.
-  SWALE
-  RELOCATED TRASH RECEPTACLE
-  BENCH ON CONCRETE PAD
-  BENCH

CONSTRUCTION NOTES

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3. ELECTRICAL OUTLET: REPLACE ELECTRICAL OUTLET COVERS WITH NEW WEATHER RESISTANT COVERS. REFER TO SPECIFICATIONS.

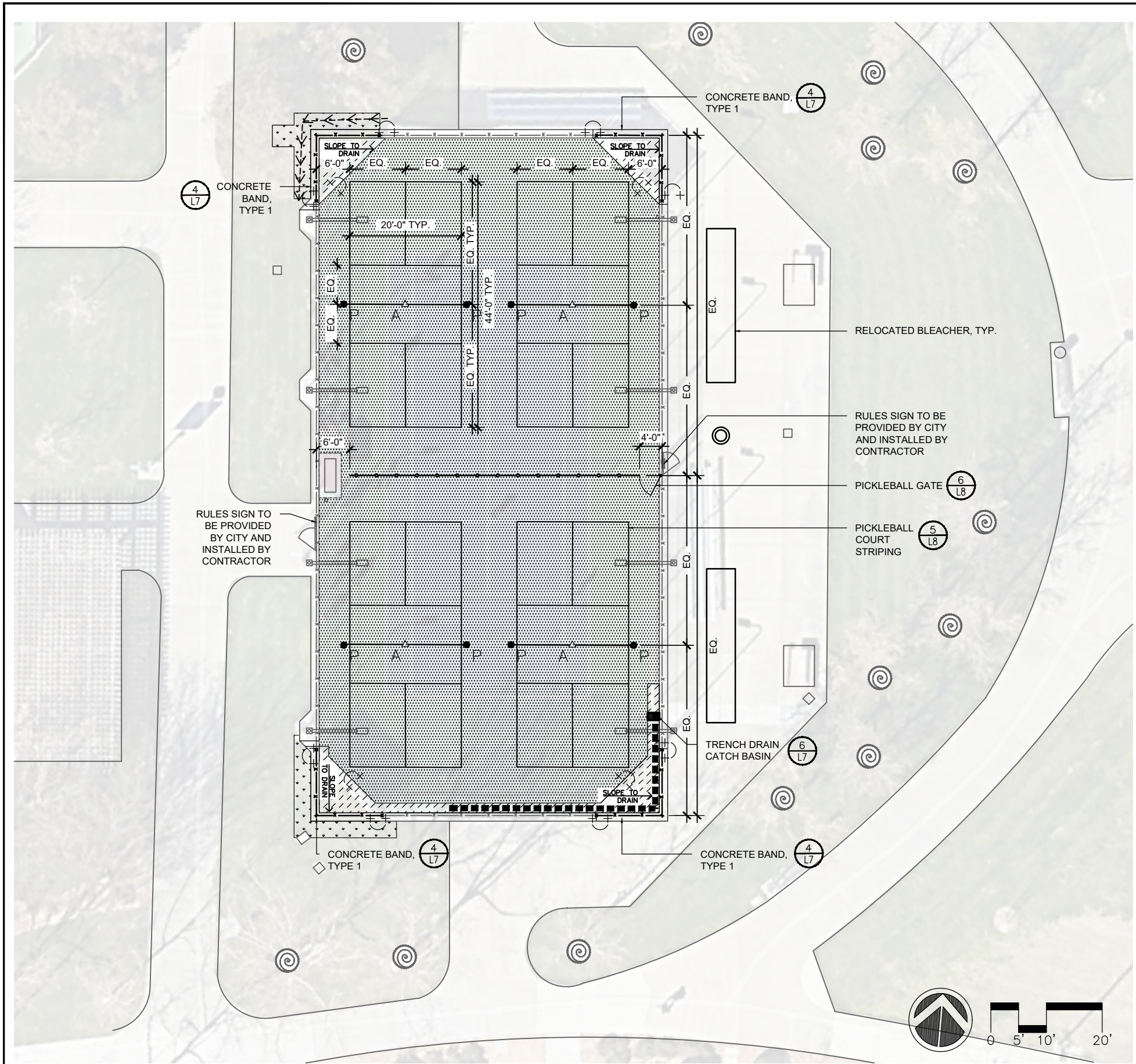
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2. BACKFILL: EXCAVATED MATERIAL NOT SUITABLE FOR BACKFILLING SHALL BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE.


















REV.	DATE	DESCRIPTION		<b>CITY OF PLEASANTON</b> PUBLIC WORKS DEPARTMENT	ADAM M. NELKIE CITY ENGINEER NO. 78830 EXP. 9/30/25	<b>FAIRLANDS PARK AND TENNIS &amp; COMMUNITY PARK COURT RESURFACING</b>  FAIRLANDS PARK COURT CONSTRUCTION PLAN	DESIGN: MG	SCALE: AS SHOWN	DWG NO.
							DRAWN: MW	PROJECT NO.: 24744	<b>L5</b>
							CHECKED: AN	DATE: JULY 24, 2024	5 OF 9





**CONSTRUCTION LEGEND**

-  ASPHALT PAVEMENT WITH ACRYLIC OVERLAY (3/L7)
-  ACRYLIC OVERLAY
-  TURF FROM SOD, 90/10 FESCUE
-  TRENCH DRAIN (5/L7)
-  TENNIS COURT FENCE (2/L8)
-  PICKLEBALL FENCE (1/L8)
-  CONCRETE PAD (2/L7)
-  NET AND POST (3/L8)
-  NET ANCHOR (3/L8)
-  FLUSH
-  EXISTING TREE, T.R.
-  SWALE
-  RELOCATED TRASH RECEPTACLE
-  BENCH ON CONCRETE PAD
-  BENCH

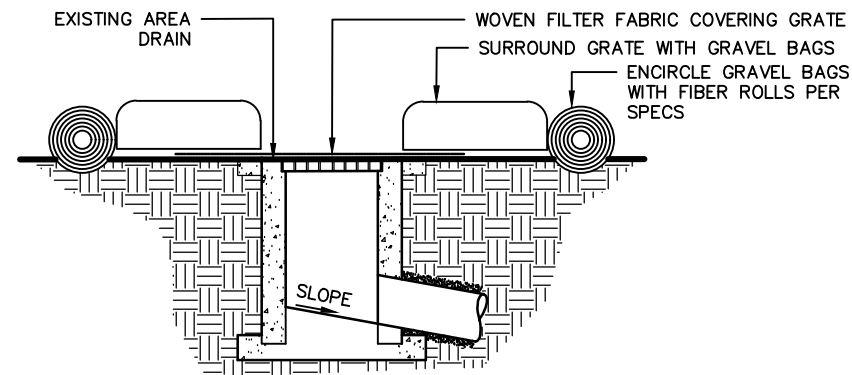
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**GRADING AND DRAINAGE NOTES**

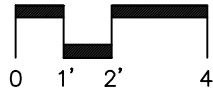
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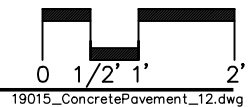
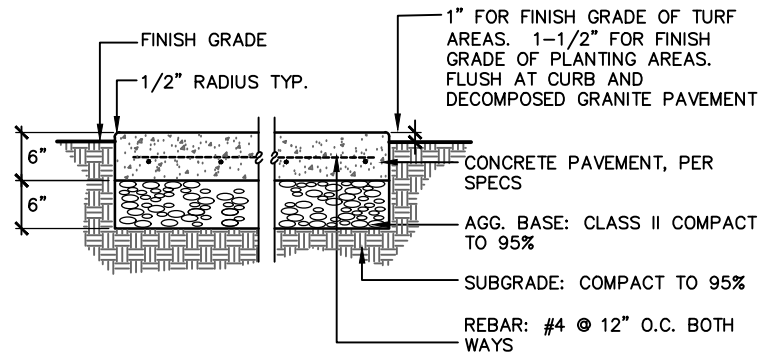


**ASSEMBLY & INSTALLATION OF FIBER ROLLS:**

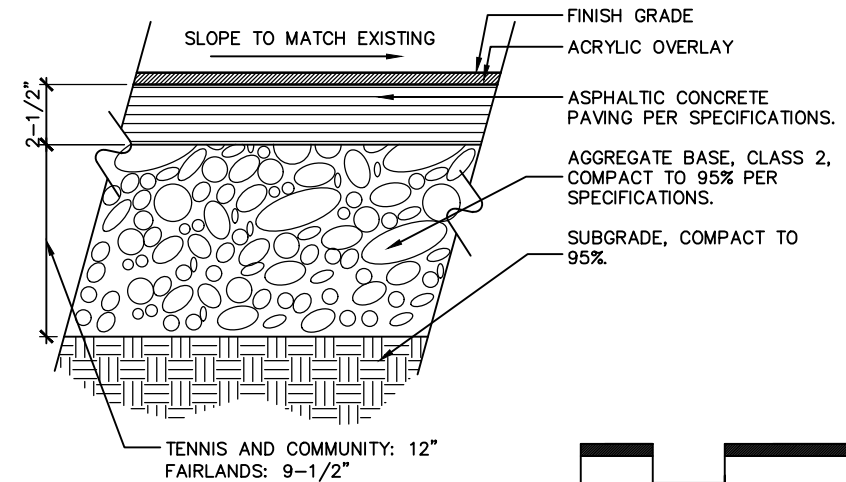
1. ROLL LENGTH OF EROSION CONTROL BLANKET INTO A TUBE OF MINIMUM 8 IN. DIAMETER & BIND EVERY 4 FT. & AT EACH END WITH JUTE-TYPE TWINE.
2. TURN THE ENDS OF THE FIBER ROLLS UP SLOPE TO PREVENT RUNOFF FROM GOING AROUND THE FIBER ROLL.
3. STAKE FIBER ROLLS INTO A 2 TO 4 IN. DEEP TRENCH WITH A WIDTH EQUAL TO THE DIAMETER OF THE FIBER ROLL.
4. IF MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS SHOULD BE OVERLAPPED, NOT ABUTTED.



**1** STORM DRAIN INLET PROTECTION SECTION  
L7  
19056\_StormDrainInletProtection\_24.dwg

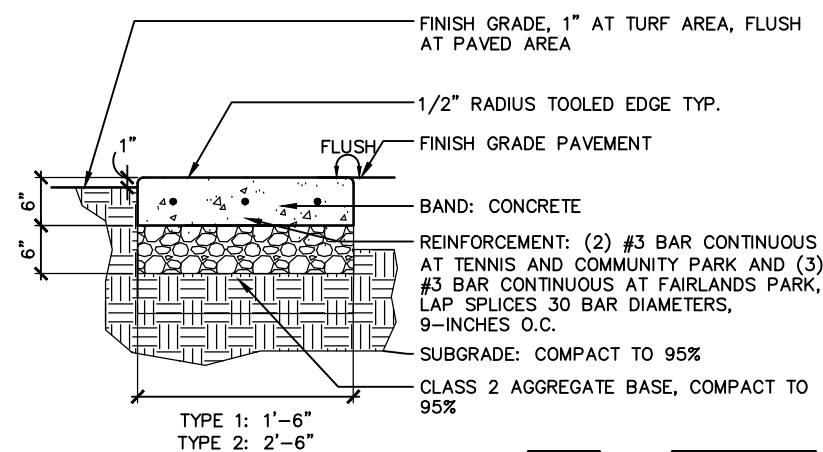


**2** CONCRETE PAD SECTION  
L7  
19015\_ConcretePavement\_12.dwg

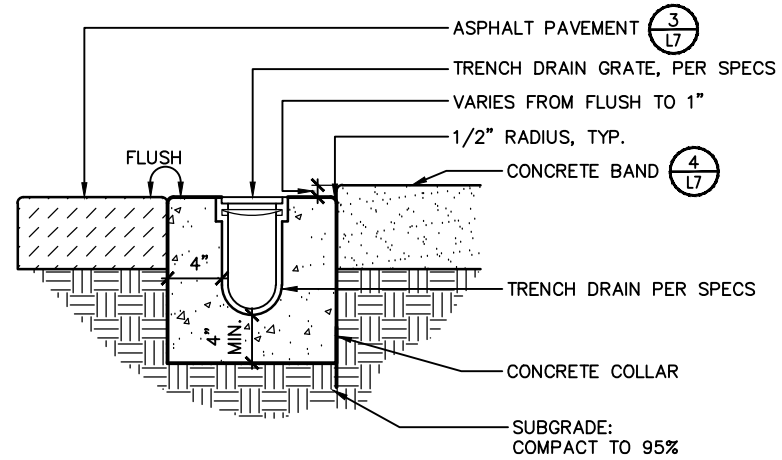


**3** ASPHALT PAVEMENT SECTION  
L7  
16012AsphaltPavement\_4.dwg

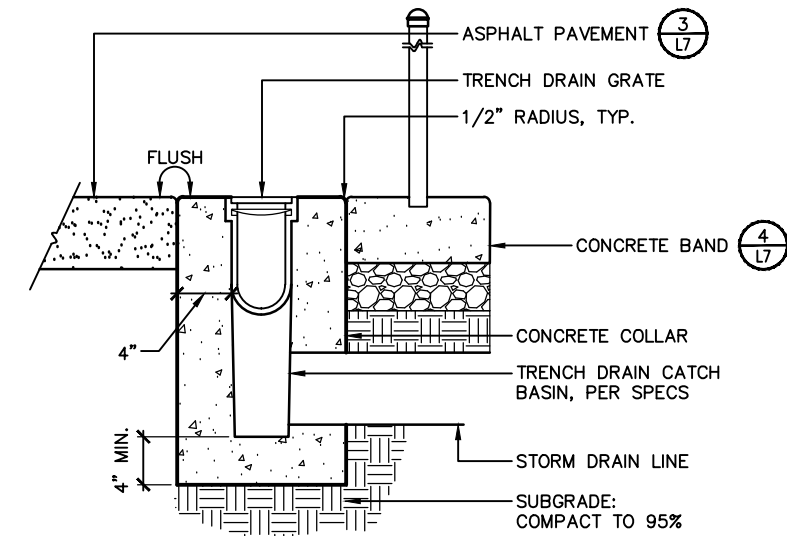
NOTE: INSTALL SCORE JOINTS AT 5'-0" O.C. AND AT POSTS.



**4** CONCRETE BAND SECTION  
L7  
18032\_Concrete Mowband 8.dwg

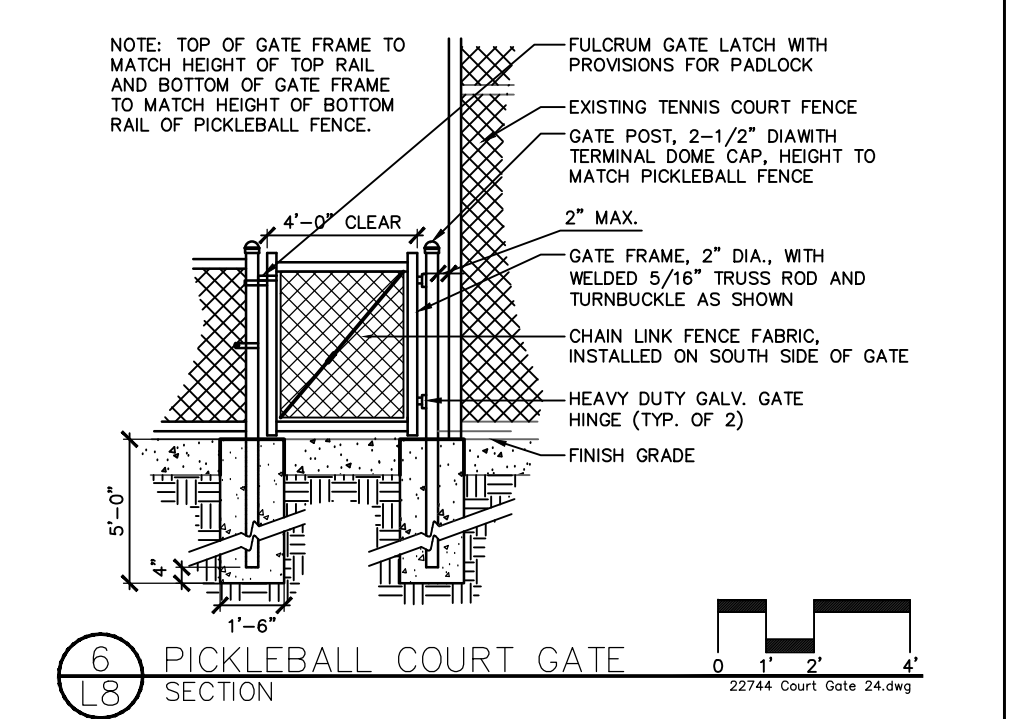
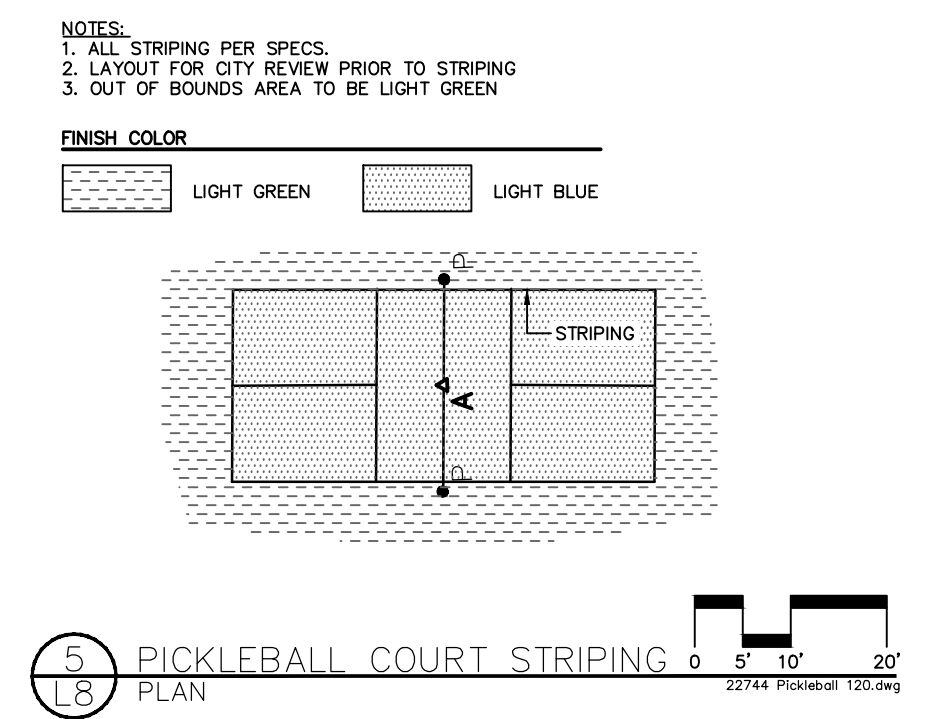
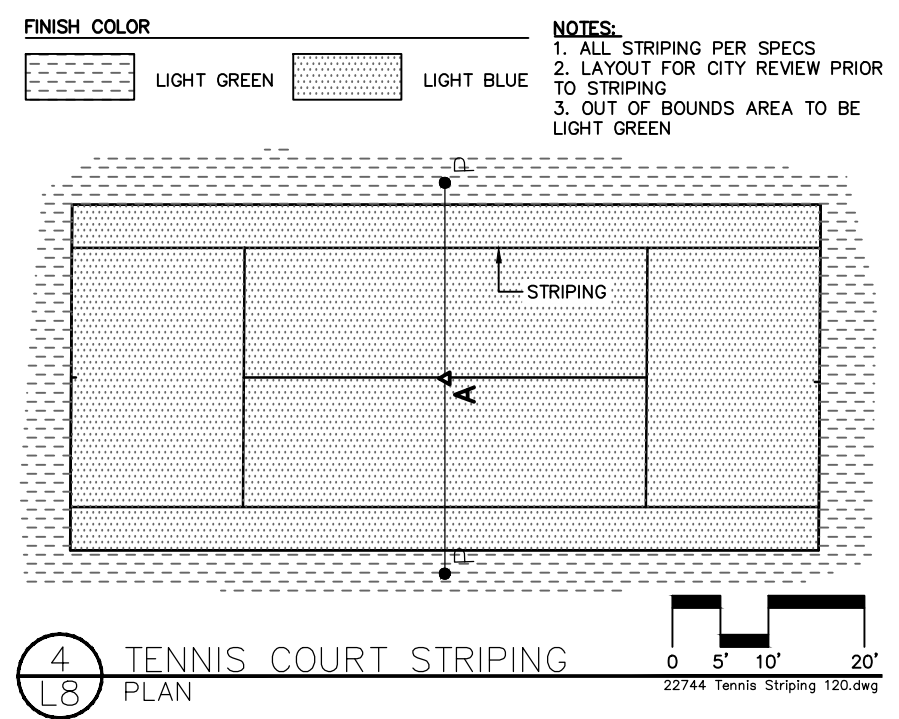
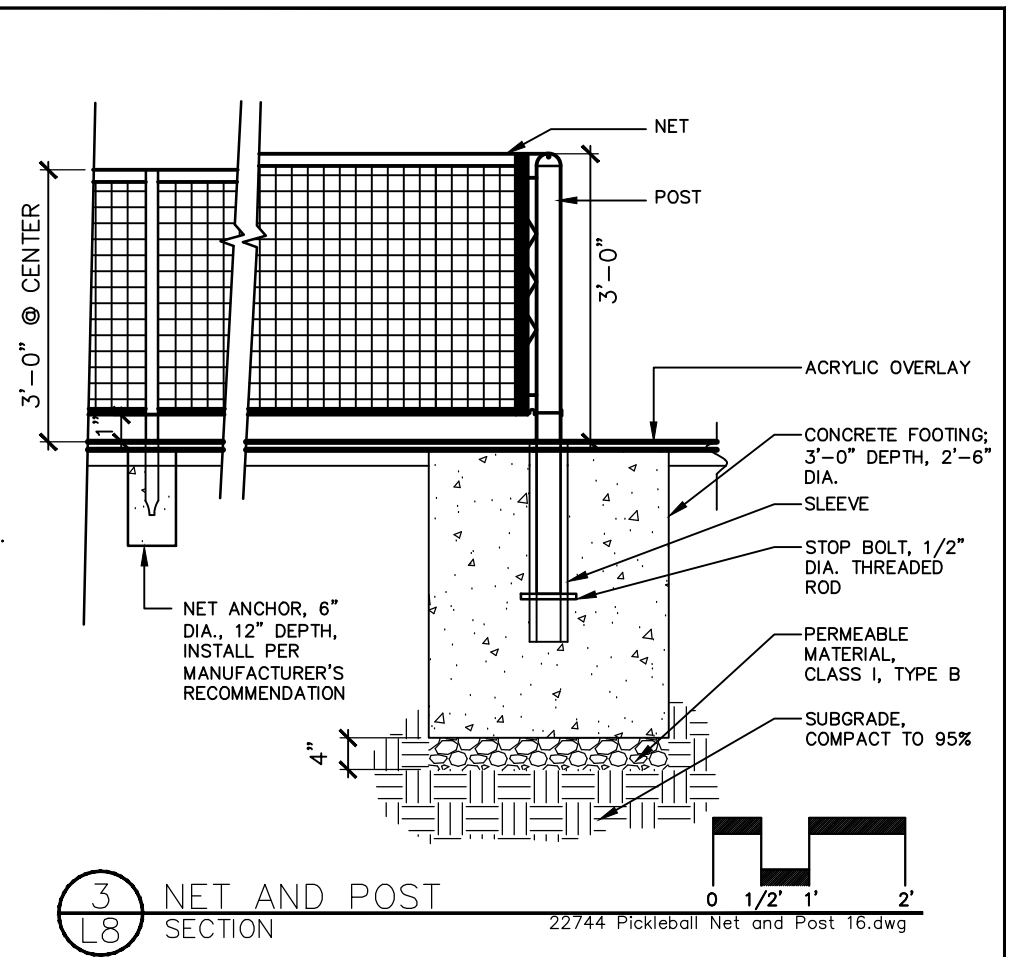
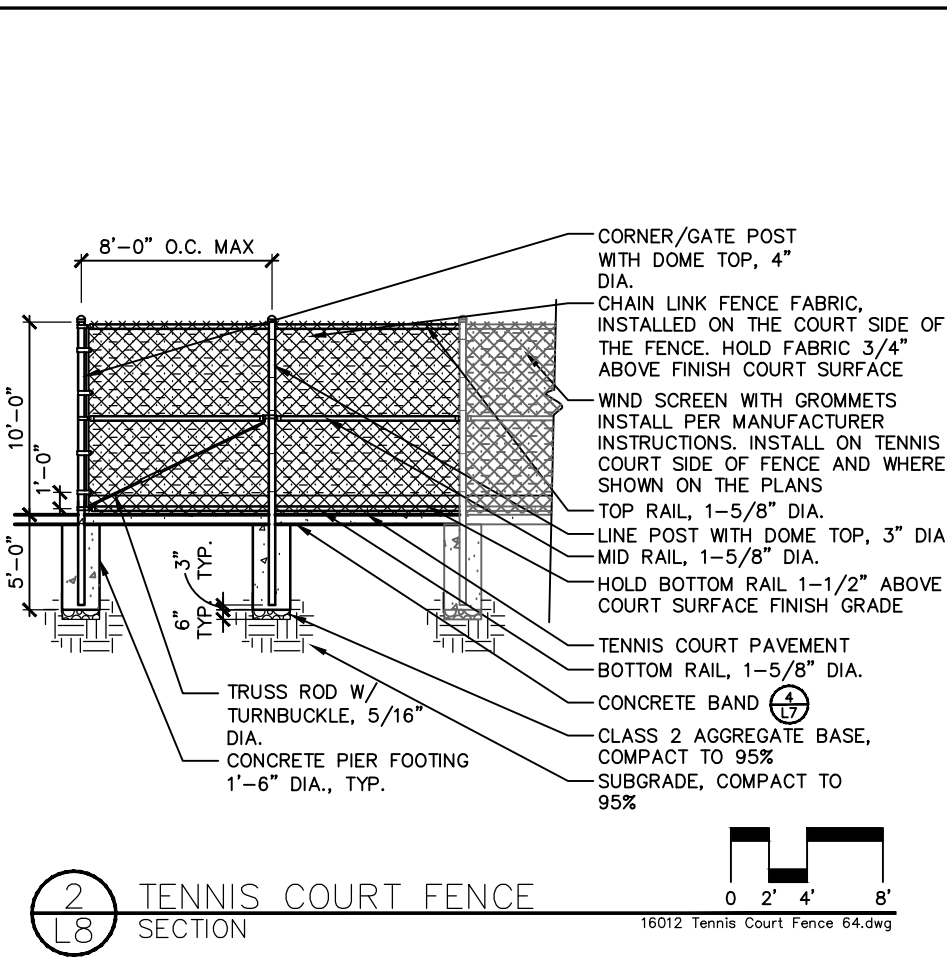
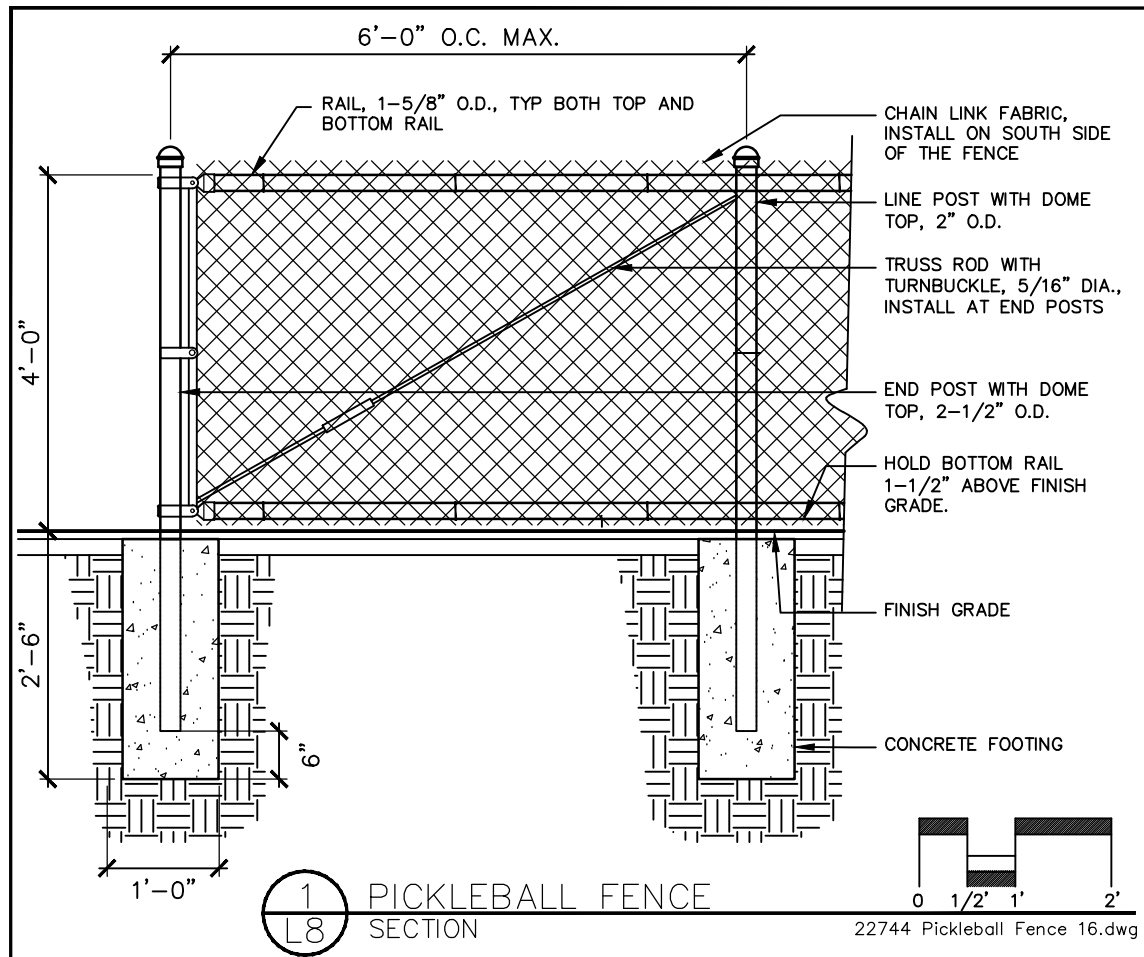


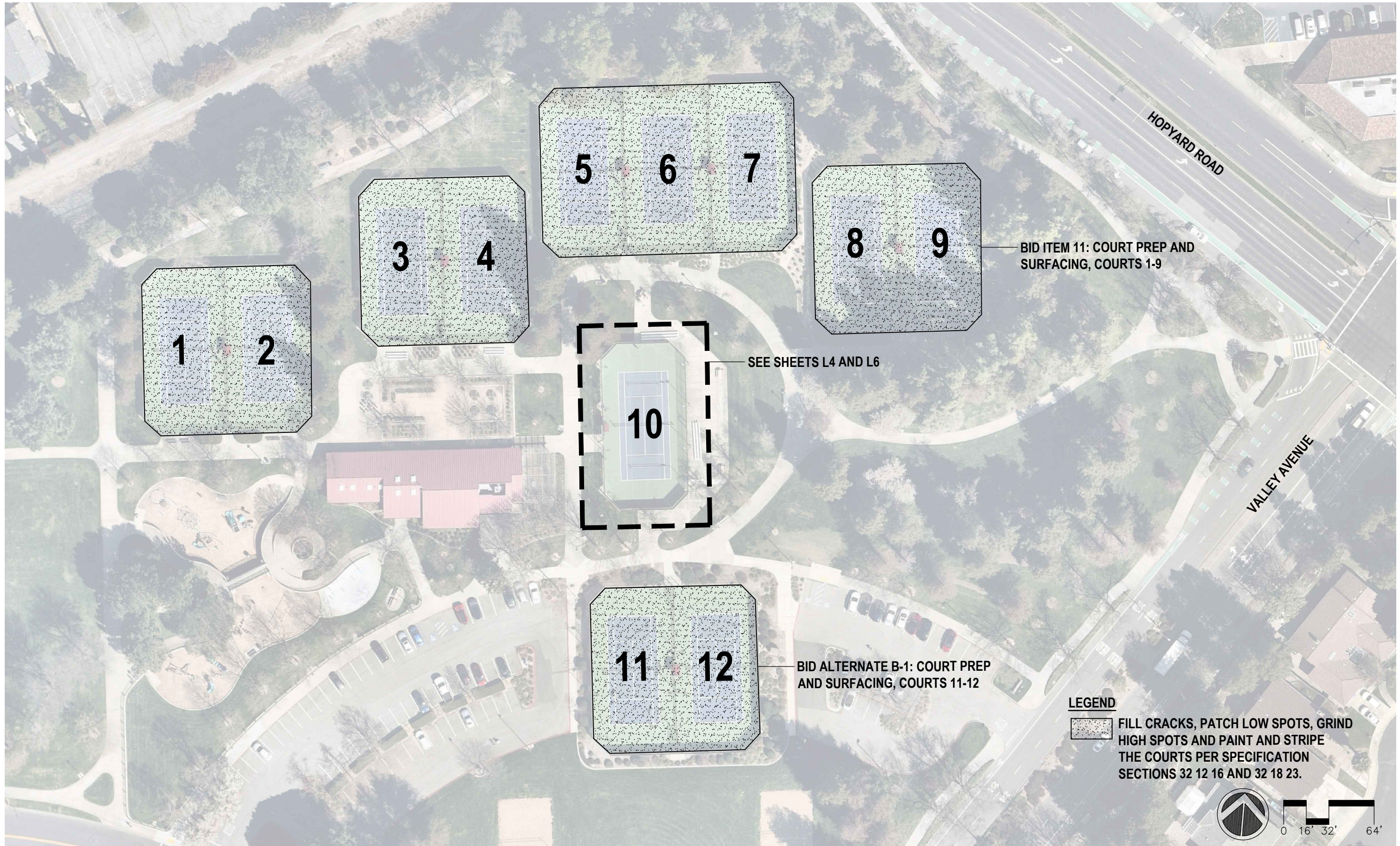
**5** TRENCH DRAIN SECTION  
L7  
21744\_TrenchDrain\_8.dwg



**6** TRENCH DRAIN WITH CATCH BASIN SECTION  
L7  
21744\_TrenchDrainCatchBasin\_8.dwg

REV.	DATE	DESCRIPTION	THE CITY OF PLEASANTON		CITY OF PLEASANTON PUBLIC WORKS DEPARTMENT		ADAM M. NELKIE CITY ENGINEER NO. 78830 EXP. 9/30/25		FAIRLANDS PARK AND TENNIS & COMMUNITY PARK COURT RESURFACING		DESIGN: MG	SCALE: AS SHOWN	DWG NO.
			CITY OF PLEASANTON		CITY OF PLEASANTON PUBLIC WORKS DEPARTMENT		ADAM M. NELKIE CITY ENGINEER NO. 78830 EXP. 9/30/25		FAIRLANDS PARK AND TENNIS & COMMUNITY PARK COURT RESURFACING		DRAWN: MW	PROJECT NO.: 24744	L7
			CITY OF PLEASANTON		CITY OF PLEASANTON PUBLIC WORKS DEPARTMENT		ADAM M. NELKIE CITY ENGINEER NO. 78830 EXP. 9/30/25		FAIRLANDS PARK AND TENNIS & COMMUNITY PARK COURT RESURFACING		CHECKED: AN	DATE: JULY 24, 2024	7 OF 9






BID ITEM 11: COURT PREP AND SURFACING, COURTS 1-9

SEE SHEETS L4 AND L6

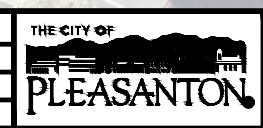
BID ALTERNATE B-1: COURT PREP AND SURFACING, COURTS 11-12

**LEGEND**

 FILL CRACKS, PATCH LOW SPOTS, GRIND HIGH SPOTS AND PAINT AND STRIPE THE COURTS PER SPECIFICATION SECTIONS 32 12 16 AND 32 18 23.



REV.	DATE	DESCRIPTION



**CITY OF PLEASANTON**  
PUBLIC WORKS DEPARTMENT

ADAM M. NELKIE  
CITY ENGINEER  
NO. 78830  
EXP. 9/30/25

**FAIRLANDS PARK AND TENNIS & COMMUNITY PARK COURT RESURFACING**  
COURT RESURFACING, COURTS 1-9, 11-12

DESIGN: MG  
DRAWN: MW  
CHECKED: AN

SCALE: NTS  
PROJECT NO.: 24744  
DATE: JULY 24, 2024

DWG NO. **L9**  
9 OF 9