

SECTION 4 - AGREEMENT

PROJECT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2017, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **Southern California Landscape, Inc.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.

CITY desires to utilize the services of Furnish all Materials, Equipment, Tools, Labor and all related work for the Eastgate Park Fitness Trail per the bid specifications.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this agreement shall be a Not to exceed (NTE) amount of One Hundred Forty Six Thousand Dollars (\$146,000.00), payable in arrears and in accordance with Bid Pricing Sheet (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice or request for work completed subject to Section 4.11 hereof. All work shall be in accordance with Bid No. S-1215 and the Plans and Specifications (Attachment A), which are attached and are hereby incorporated by reference.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they

relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to City's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

4.2 Materials and Labor. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

4.3 Project. The PROJECT is described as Furnish all Materials, Equipment, Tools, Labor and all related work for the Eastgate Park Fitness Trail per the bid specifications.

4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications for: Furnish all Materials, Equipment, Tools, Labor and all related work for the Eastgate Park Fitness Trail per the bid specifications.

Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City which are also incorporated herein and referred to by reference.

4.5 Time of Commencement and Completion. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within **21 calendar days** of the Notice to Proceed, excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof.

4.6 Time is of the Essence. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an

approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

4.7 Excusable Delays. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; and act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

City shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The CITY'S decision will be conclusive on all parties to this Contract.

4.8 Extra Work. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 4.9 hereof. CITY shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

4.9 Changes in Project.

4.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work

within the general scope of the Contract, including but not limited to changes:

- a. in the Specifications (including drawings and designs);
- b. in the time, method or manner of performance of the work;
- c. in the City-furnished facilities, equipment, materials, services or site; or
- d. directing acceleration in the performance of the work.

4.9.2 A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.

4.9.3 Except as provided in this Section 4.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.

4.9.4 If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

4.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.

4.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

4.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by

the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to CITY.

4.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

4.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

4.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

4.13 Completion. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

4.14 Contractor's Employee Compensation.

4.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question.

4.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

4.14.3 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involves less than thirty thousand dollars (\$30,000.00).

4.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.1) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et sep.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

4.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records 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 it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6 CONTRACTOR REGISTRATION; MAINTENANCE OF PAYROLL RECORDS; JOB SITE POSTING

4.14.6.1 **Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

4.14.6.2 **Payroll Records.** CONTRACTOR shall maintain accurate payroll records and shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6.3 **Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).

4.14.6.4 **Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

4.15 Surety Bonds. CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are

supplied to and approved by the CITY. The Surety Company must have an AM Best rating of A- VII or better.

4.16 Insurance.

- 4.16.1** CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.
- 4.16.2** CONTRACTOR and all subcontractors will carry and provide Workers' Compensation insurance for the protection of its employees during the progress of the work and *provide Employers Liability in an amount not less than \$1,000,000*. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.
- 4.16.3** For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR'S insurance and shall not contribute with it.
- 4.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be cancelled without 30 days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance in force until the work under this contract is satisfactorily and fully completed to the satisfaction of the CITY. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable).
- 4.16.5** COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a waiver of subrogation for each policy.

4.16.6 INSURANCE AMOUNTS. CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence, and not excluding XCU; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 4.16.6 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

4.17 Risk and Indemnification. All work covered by this Contract done at the site of the Project or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the *active negligence* or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

4.18 Termination.

4.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.3 Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

4.18.4 Upon termination under paragraphs (4.18.1) and (4.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

4.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this Contract and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

4.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, *each party shall be responsible for their own attorneys' fees, costs and necessary expenses.* If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

4.21 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

4.22 Notices. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To CITY: City of Garden Grove
 City Attorney
 11222 Acacia Parkway
 Garden Grove, California 92840

To CONTRACTOR: Southern California Landscape, Inc.
 Attention: Ronald Lyon
 8636 Banana Avenue
 Fontana, CA 92335

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(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Project Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

City Clerk


Date: _____

"CONTRACTOR"
Southern California Landscape, Inc.

Contractor's State Lic. No. 753861

DIR Registration Number 1000001528

Expiration Date: 9/30/18

By:  _____

Title: Secretary

Date: 5/11/17

Tax ID No. 33-0800061

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to the CITY.

APPROVED AS TO FORM:



Garden Grove City Attorney

**IFB S-1215
ATTACHMENT "A"**

**Furnish all Materials, Equipment, Tools, Labor and all related work for
the Eastgate Park Fitness Trail**

PLANS AND SPECIFICATIONS

FOR

EASTGATE PARK FITNESS TRAIL

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STANDARD SPECIFICATIONS

The Standard Specifications for Public Works Construction, "Greenbook", 2012 edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the Engineer.

PART 2 CONSTRUCTION MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.2 Concrete Specified by Class. *ADD the following:*

Portland Cement concrete for construction shall be Class 560-C-3250.

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

The General Conditions and Special Provisions shall apply to all landscape and irrigation work operations. Provide labor, materials, tools, transportation, equipment and incidentals necessary to perform work as indicated on the Plans and as herein specified.

212-1 LANDSCAPE MATERIALS.

212-1.1.0 General. *ADD the following:*

Comply with all applicable local, state, federal requirements regarding materials, methods of work, and disposal of excess and waste materials. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications. The work included in this section will be done to the satisfaction of the City and the decision by the City as to the true construction meaning of the Plans and Specifications will be final. All drop slips for landscape materials (including sod, fertilizers, pesticides, stabilized decomposed granite, etc.) shall be given to the Engineer.

212-1.2.1 General. *ADD the following:*

All soil for agronomic soil testing samples shall be taken in the field by a qualified soil technician from a testing agency registered by the State for agricultural evaluation. Take two (2) samples of site soil at two (2) separate locations, within proposed turf re-establishment area, after completion of grading and prior to soil preparation. Sample areas shall be selected by the Engineer. Request two (2) tests for fertility and suitability analysis with written recommendations for soil amendment, fertilizer and chemical

conditioners, application rates for soil preparation, post-maintenance fertilization programs. Soils report recommendations shall take precedence over the amendment and fertilizer application rates specified in this Section. Testing laboratory shall be Soil and Plant Laboratory, Inc., 1594 N. Main, Orange, CA 92667 (714) 282-8777, Wallace Laboratories, 365 Coral Circle, El Segundo, Ca 90245, Phone (310) 615-0116. Tests shall be paid for by the Contractor. Submit testing laboratory's interpretation, recommendations, and comments to Engineer within 7 days after the completion of turf grass removal. For bidding purposes, the Contractor shall provide the following soil amendments for soil preparation.

- Soil preparation per 1,000 s.f. of planting area:
 - 4 cubic yards Nitrolized Redwood Sawdust
 - 200 lbs. Gro Power
 - 20 lbs. Soil Sulphur

A credit shall be given to the City for amendments that were bid but not installed.

212-1.4.5 Sod. *DELETE entire subsection and SUBSTITUTE with the following:*

Sod shall be GN-1 Hybrid Bermuda or approved equivalent grown by an established sod nursery having been in the business of growing sod a minimum of five (5) years. Sod shall be free of turf disease, insects, or weeds, and capable of healthy, vigorous growth. Sod shall be grown in a blown sand medium. It shall be cut with a 1/2" to 3/4" thickness of soil that completely covers the root zone. Sod shall be wide cut. The sod shall arrive vigorous and have a lush appearance, uniform texture and dark green color throughout with no dead or dying edge. The sod shall be sufficiently dense to bear handling and placement without tearing. Nylon mesh in sod will not be accepted.

Sod may be obtained from:

Pacific Sod
West Hueneme Road
Camarillo, CA 93012
Phone: (800) 942-5296

Fertilizing and soil conditioning materials shall comply with the applicable requirements of the City's Standards and Specifications. All materials shall be packaged first grade, commercial quality products identified as to source, type of material, weight, and manufacturer's guaranteed analysis. Fertilizing and soil conditioning material shall not contain toxic ingredients or fillers in quantities harmful to human life, animals, or plants. The Contractor shall furnish to the Engineer the Certificate of Compliance stating that the material substantially meets the City's specifications. Exact fertilizing and conditioning materials and the required composition and quantities shall be determined by the agronomic soils test.

Commercial fertilizer shall be a palletized or granular product having a chemical analysis as specified on the Plans or in the Specifications. Commercial fertilizer shall be free-

flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used. Pre-planting fertilizer composition to be 6-20-20. Post-planting composition shall be 6-20-20XB. Fertilizer shall provide one pound of P and K per 1,000 square feet. Nitrogen shall not exceed 1/3 pound per 1,000 square feet. Exact composition and type to be determined by agronomic soil test.

Fertilizer available from:

J.R. Simplot

Lathrop, CA 95330

Phone: (209) 858-2511, Fax: (209) 858-2519

212-1.6 Miscellaneous Landscape Materials. *ADD the following subsection:*

212-1.6.1 General.

Whenever a material or process is delineated or specified by patent, proprietary name or process, or manufacturer's name, such specifications are used for the purpose of facilitating the description of material or process desired. Approved equals are acceptable as approved by the engineer. Suppliers and manufacturer's directions, specifications and recommendations will be followed in all cases where the materials used furnish directions and cover points not delineated on the Plans or in the Specifications. The specifications only indicate the quality and workmanship to be performed rather than a detailed description of the performance of the work. In the event of any discrepancies between the Plans or Specifications, the final decision as to which will be followed shall be made by the Engineer. In the event the installation is contradictory to the direction of the Engineer, the installation shall be rectified by the Contractor at no additional cost to the City.

All workmanship and materials incorporated shall be the best available grade of their respective kind. Provide a sample of each material specified. Accepted samples may be used in the Work. Submit three (3) sets of a type written list of materials as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, material number, and the manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the material to be installed. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Pay at Contractor's sole expense for all changes caused by approved substitution which affect other items of work.

212-1.6.2 Stabilized Decomposed Granite.

Where identified on plans, stabilized decomposed granite is to be installed as paving for the fitness trail. Decomposed granite shall be as identified on plans or approved equal. Contractor to submit one cubic foot sample for approval prior to installation.

GRADATION: As determined by ASTM C 136 methodology (Caltrans 202)

Sieve Size	Percent Passing
1/2"	100
3/8"	90-100
No.4	50-100
No. 30	25-55
No. 100	10-20
No. 200	1-18

SAND EQUIVALENT: As determined by ASTM D 2419 methodology (Caltrans 217)
Shall have a minimum of 30

Stabilizing organic non-toxic binder, buff in color and without a marked odor. The swell volume shall have a minimum of 35 ml/g with a minimum mucilliod content of 80 percent. The light extraneous matter shall not exceed a maximum of 20 percent with the heavy extraneous matter not exceeding 5 percent. The material shall be screened with 90-100 percent passing a 200 mesh sieve. Decomposed granite to be derived from the crushing and screening of naturally friable granite. The blending of course sand with rock dust is not an equal product. The granite is screened to include stone particles of 1/2" minus. The particles that pass the 200 screen mesh as determined by ASTM methodology shall not exceed 18 percent. The sand equivalent shall be a minimum of 30 and the R-value shall be a minimum of 70. Stabilizing organic binder shall have a minimum swell volume of 32 ml/gm. The binder shall be incorporated with the granite fines by the use of a pug mill that includes a weight belt feeder that insures the proper ratio of binder to granite fines. Blending with the use of a bucket loader or similar is not acceptable. The binder shall be blended at the rate of 12 lbs. per ton of granite fines. Stabilized decomposed granite shall be placed to a minimum depth of 3" compacted.

212-1.6.3 Aggregate Base Course.

All work of this Section shall be performed by the trained personnel familiar with the constraints of the work – a licensed and registered contractor or sub-contractor and shall conform to Green Book or Standard Specifications for Public Works Construction, "crushed aggregate base." Latest Edition.

Fill directly under decomposed granite fines shall be coarse aggregate base having gradation as determined by ASTM C-136 within the following limits:

<u>Sieve Size</u> <u>(Square Openings)</u>	<u>Percent Passing</u> <u>By Dry Weight</u>
1 1/2"	100
3/4	90-100
3/8	50-80
No. 4	35-55
No. 30	10-30
No. 200	2-9
ASTM test grading	B

The material shall have a maximum plasticity index of 5 when tested in accordance with ASTM D-424. The coarse aggregate shall have a percent of wear when subjected to the Los Angeles abrasion test (ASTM C-131) of no less than 40. Contractor to submit one cubic foot sample for approval prior to installation.

212-2 IRRIGATION SYSTEM MATERIALS.

212-2.0 General. *ADD the following subsection:*

All materials supplied for this project shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to City.

After award of contract and before any irrigation system materials are delivered to the job site, submit to the Engineer a complete list of all irrigation systems, materials, or processes proposed to be furnished and installed as part of this Contract. Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data, furnish the manufacturer's recommendations as to the method of installation. No substitutions will be allowed without prior written acceptance by the Engineer. Manufacturer's warranties shall not relieve the Contractor of liability under the guarantee. Such warranties shall only supplement the guarantee. If the Contractor wishes to substitute any equipment or materials for equipment or materials listed on the irrigation drawings, it may do so by providing the following information to the Engineer for approval:

- Provide a written statement indicating the reason for making the substitution.
- Provide catalog cut sheets, technical data, and performance information for each substitute item.
- Provide in writing the difference in installed price if the item is accepted.

212-2.0.1 Description.

The contractor shall furnish all materials as specified in the plans and specifications and turn over a fully functional irrigation system complete with programming as coordinated by the City.

Additionally, the contractor shall be responsible for repairing any landscape damaged or removed for the purpose of installation of the irrigation.

212-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings.

DELETE 2nd Paragraph and REPLACE with the following:

All pressure supply lines downstream of the backflow preventer shall be Schedule 40 solvent weld PVC. Piping shall conform to ASTM 1785. All non-pressure lines downstream of the remote control valve shall be Schedule 40 solvent weld PVC conforming to ASTM D1785. Pipe shall be marked continuously with manufacturer's name, nominal pipe size, schedule or class, PVC type and grade, National Sanitation Foundation approval, Commercial Standards designation, and date of extrusion. All plastic pipe shall be extruded of an improved PVC virgin pipe compound in accordance with ASTM D2241 or ASTM D1785.

All solvent weld PVC fittings shall be standard weight Schedule 40 and shall be injection molded of an improved virgin PVC fitting compound. Slip PVC fittings shall be the "deep socket" bracketed type. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated.

All fittings shall conform to ASTM D2466. All threaded nipples shall be standard weight Schedule 80 with molded threads and shall conform to ASTM D1785.

All solvent cementing of plastic pipe and fittings shall be a two-step process, using primer and solvent cement applied per the manufacturer's recommendations. Cement shall be of a fluid consistency, not gel-like or ropy. Solvent cementing shall be in conformance with ASTM D2564 and ASTM D2855. When connection is plastic to metal, female adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be non-lead base Teflon paste, tape, or approved equal.

212-2.4 Sprinkler Equipment. *DELETE entire subsection and SUBSTITUTE with the following:*

Irrigation heads and nozzles shall be of like kind to the manufacturer, size, type, with radius of throw, operating pressure, and discharge rate indicated on the irrigation plan or as those found existing at the site.

**PART 3
CONSTRUCTION METHODS**

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. *ADD the following:*

Demolition and removal of existing turf grass as indicated on the plans. Scrape off finished grade and dispose of off-site. Execute temporary erosion and sedimentation control measures. All items noted for removal shall become the property of the Contractor unless otherwise noted.

300-1.1.0 Regulatory Requirements.

- Perform all work of this Section in strict accordance with applicable Government Codes and Regulations especially meeting all safety standards and requirements of CAL/OSHA, County of Orange and the City of Garden Grove. Provide additional measures, added materials and devices as may be needed as directed by the City Representative at no added cost to the City.
- Conform to applicable codes for site clearing, demolition, safety of adjacent structures and improvements, dust control, run off control and disposal.
- Obtain required permits from authorities. The Contractor shall apply for and obtain all construction permits from outside agencies as needed to complete the site improvements. All fees required for permits required by the agencies shall be paid by the Contractor.
- Roadway or sidewalk obstructions or closures will not be allowed without permits. .
- Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place by approved methods and/or as authorized by the Engineer, and conform to Section 300-1.2 of the Standard Specifications for Public Works Construction. Protect existing utilities indicated or made known to remain traversing the job site and serving existing adjacent facilities. Improvements requiring protection include, but are not limited to, adjacent concrete curb and gutter, concrete sidewalk, utility panel, utility pole, irrigation system, and plant material.

300-1.1.1 Submittals.

Submit to the Engineer, demolition and removal sequence and location and construction of barricades and fences prior to the commencement of such activities.

300-1.1.2 Dust Control.

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection

with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliative, modification of operations, or any other means acceptable to agencies having jurisdiction.

Unless otherwise approved by the City Representative, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least twice each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

Prior to occupation of the project site, the contractor shall submit and receive approval of a fugitive dust control plan prepared in accordance with the City Code. In accordance with said Ordinance, the Contractor shall provide the City security in an amount sufficient to guarantee compliance with the provisions of the permit. A copy of the ordinance is available for review at the City.

300-1.1.3 Temporary Erosion and Sedimentation Control.

- Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

300-1.1.4 Preparation.

- Provide, erect and maintain temporary barricades and security devices such as flashers, barrier tape, fencing and signs as necessary for safety. Temporary 6' ht. fencing shall be installed where necessary around the perimeter of the project site as directed by the City Representative.
- Protect existing structures, lighting, appurtenances, fencing, walls, sidewalks, curbing, and improvements which are not to be removed.
- Mark location of utilities. Maintain existing utility service.

300-1.1.5 Excavation Requirements.

- Disconnect, remove and cap utilities within excavation areas.
- Remove waste materials and unsuitable or excess topsoil from the park property and dispose of off-site in a legal manner. Any removal shall conform to Section 300-1.3.2, subsections (a), (b) and (c) of the Standard Specifications for Public Works Construction.

300-1.3 Removal and Disposal of Materials.

300-1.3.1 General. *ADD the following:*

Remove existing turf grass and soil as indicated on the plans and in these specifications. Demolition and removal of existing non-pressure lateral lines and rotors where new rotor layout is indicated on plans.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1.3 Forms. *ADD the following to the 3rd paragraph:*

Where studs in formwork are spaced not over 16" o.c., 3/4" minimum plywood shall be used. Place long dimension of plywood sheets perpendicular to direction of studs. Forms and metal reinforcement shall be checked and approved by the Engineer before concrete is placed.

303-1.4.1 General. *DELETE entire subsection and SUBSTITUTE with the following:*

Do not disturb or remove forms until the concrete has developed sufficient strength to safely sustain its own weight and the superimposed loads above. After concrete is placed, the following minimum time periods shall elapse before the removal of forms.

ITEM	FORMS	SHORING
Edge of slabs and footings	3 days	5 days

SECTION 308 - LANDSCAPE AND IRRIGATION INSTALLATION

308-2 EARTHWORK AND TOPSOIL PLACEMENT.

308-2.4 Finish Grading. *DELETE 2nd paragraph and ADD the following after the last paragraph:*

Finish grades are existing having been previously established the contractor shall maintain the existing finished grade elevations. Finish grading will only be required in raking out/feathering spoils from trail installation.

308-4 PLANTING.

308-4.8.3 Sod. *DELETE entire subsection and SUBSTITUTE with the following:*

Fertilize two to three days prior to sodding, fertilize with J.R. Simplot Best 6-20-20 at one pound of P and K per 1,000 square feet. Exact quantity shall be determined by the agronomic soil test. Adequately irrigate after application. Fifteen days after sod installation is complete, fertilize as above with J. R. Simplot Best 16-20-20XB. Installing Sod:

- Soil conditioning and fine grading shall be completed before sodding. No heavy equipment shall operate over the subgrade after grading is completed.
- The subgrade shall be moist but not wet when sod is laid. Sod shall be laid with closely fitted joints, and the ends of the trips shall be staggered. Openings shall be plugged with sod.
- Within two hours after installing sod and before rolling, the sod shall be adequately irrigated with a minimum of 1/2" of water. All seams and joints shall then be rolled until the sod is well bonded to the subgrade.
- The area shall then be watered thoroughly with 2 to 4 inches of water to penetrate the subsoil at least 8 inches. Watering shall be repeated as necessary to keep the sod moist until rooted into the subgrade. Sodded areas shall be protected against foot traffic until the sod is well established.

308-4.9 Miscellaneous. *ADD the following subsection:*

308-4.9.1 Stabilized Decomposed Granite Trail.

Install decomposed granite trail with aggregate base course in accordance with the details shown on the Plans.

Spread and evenly distribute the Stabilized Decomposed Granite in two approximate equal lifts. Thoroughly water each lift of Stabilized Decomposed Granite so that the entire depth of material is moistened. Approximate 20 gallons per ton of Stabilized Decomposed Granite. Flood the area of placement before spreading any Stabilized Decomposed Granite. Periodically check multiple areas to ensure that moisture is reaching full penetration. Do not spread an entire placement of 1 1/2 inches or greater and then try to water from the top down. When installing the final lift allow for 15 – 20 percent shrinkage during compaction. Once the material is graded and watered correctly allow the material to sit undisturbed for approximately 4-6 hours or until free water drains or the material does not stick to the roller. Compact with an asphalt roller that weights a minimum of 1 ton. A larger roller of 3-5 tons is preferred. In areas that a roller cannot be used then a vibratory plate can be used. Allow 3-5 days for curing prior to use. This is weather depended and it may take weeks before the entire depth of Stabilized Decomposed Granite is cured. Once cured, providing that the installation was as indicated then the Stabilized Decomposed Granite will meet compaction of 95%.

308-5 IRRIGATION SYSTEM INSTALLATION.

308-5.1 General. *ADD the following after the last paragraph:*

Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that irrigation system may be installed in strict conformance with all

pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations. In the event of discrepancy, immediately notify the Engineer.

Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved. Before starting work, carefully check all grades to determine that work may safely proceed, keeping within the specified material depths with respect to finish grade.

The Engineer will approve final grades before work on this Section will be allowed to begin. Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design. Coordinate the installation of all irrigation materials with all other work.

All scaled dimensions are approximate. Check and verify all size dimensions prior to proceeding with work under this Section. Exercise extreme care in excavating and working near existing utilities. Repair damages to utilities, which are caused by Contractor's operations or neglect, at no additional cost to City. Prior to installation, stake out all pressure supply lines, routing and location of sprinkler heads. Layout irrigation system and make minor adjustments required due to differences between site and Drawings. Where piping is shown on Drawings under paved areas, but running parallel and adjacent to planted areas, install the piping in the planted areas. Connections to, or the installation of, the water supply shall be at the locations shown on the Drawings. Minor changes caused by actual site conditions shall be made at no additional expense to the City.

Verify and be familiar with the locations, size and detail of points of connection provided as the source of water and connection to the irrigation system. Irrigation design is based on the available static water pressure shown on the Drawings. Verify static water pressure on the project prior to the start of construction. Should a discrepancy exist, notify the Engineer's authorized representative prior to beginning construction. Prior to cutting into the soil, locate all cables, conduits, sewer septic tanks, and other utilities as are commonly encountered underground and take proper precautions not to damage or disturb such improvements. If a conflict exists between the obstacles and the proposed work, promptly notify the Engineer who will arrange for relocations. Proceed in the same manner if a rock layer or any other such conditions are encountered. Protect all existing utilities and features to remain on and adjacent to the project site during construction. Repair, at its sole cost, all damage resulting from its operations or negligence.

The Agency Representative shall have, at all times, safe access to the Work. Where the Specifications require work to be tested by the Contractor, it shall not be covered over until accepted by the Engineer. Notify the Engineer, a minimum of 48 hours in advance of where and when the work is ready for testing. Should any work be covered without testing or acceptance, it shall be, if so ordered, uncovered at the Contractor's sole expense. Inspections will be required for the following at a minimum:

- System layout

- Pressure test irrigation main line (Six hours at 125 PSI) lateral lines (2 hours at 100 psi).
- Coverage test of irrigation system
- Final acceptance

Work that fails testing and is not accepted will be re-tested. Hourly rates and expenses of the Engineer for re-inspection or re-testing will be paid by the Contractor at no additional expense to City.

Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installation work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the acceptance of the Engineer and at no additional cost to the City. Exercise care in handling, loading, unloading, and storing plastic pipe and fittings under cover until ready to install. Transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load. Dispose of waste, trash, and debris in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Do not bury waste material and debris on the site. Burning of trash and debris will not be permitted. Remove and dispose of rubbish and debris generated by his work and workmen at frequent intervals or when ordered to do so by the Engineer. At the time of completion the entire site will be cleared of tools, equipment, rubbish and debris which shall be disposed of off-site in a disposal area that is fully and legally licensed.

Record accurately on one set of Drawings all changes in the work constituting departures from the original Drawings. The changes and dimensions shall be recorded in a legible and workmanlike manner to the satisfaction of the City. Prior to final inspection of work, submit record Drawings to the Engineer. Dimensions from/to permanent points of reference such as buildings, sidewalks, curbs, etc. shall be shown. Data on record Drawings shall be recorded on a day to day basis as the project is being installed. All lettering on Drawings shall be minimum 1/8 inch in size. Show locations and depths of the following items:

- Point of connection (including water P.O.C., master control valves, flow sensors, etc.)
- Routing of pressure lines (dimensions shown at a maximum of 100 feet along routing)
- Isolation valves
- Automatic remote control valves
- Routing of control wires
- Irrigation controllers
- Rotors
- Related equipment (as may be directed)

Maintain record Drawings on site at all times. Upon completion of work, transfer all as-built information and dimensions to reproducible mylar prints.

Supply the following items:

- One (1) wrench for disassembly and adjustment of each type of sprinkler head used in the irrigation system.
- Two (2) extra sprinkler heads of each size and type.

The above equipment shall be turned over to the Engineer at the final inspection. At the time of the pre-maintenance period inspection, the Engineer and governing agencies will inspect the work and, if not accepted, prepare a list of items to be completed by the Contractor. At the time of the post-maintenance period or final inspection the work will be re-inspected and final acceptance will be in writing by the Engineer. The City Engineer shall have final authority on all portions of the work.

308-5.2 Irrigation Pipeline Installation.

308-5.2.1 General. *ADD the following after the last paragraph:*

Excavations shall be straight with vertical sides, even grade, and support pipe continuously on bottom of trench. Trenching excavation shall follow layout indicated on Drawings to the depths below finished grade and as noted. Where lines occur under paved area, these dimensions shall be considered below subgrade. Provide minimum cover of 24 inches on pressure supply lines. Provide minimum cover of 24 inches for control wires. Provide minimum cover of 12 inches for non-pressure lines. Backfill material on all lines shall be the same as adjacent soil free of debris, litter, and rocks over 1/2 inch in diameter. Backfill shall be tamped in 4-inch layers under the pipe and uniformly on both sides for the full width of the trench and the full length of the pipe. Backfill materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to 90% relative compaction and shall conform to adjacent grades. Flooding in lieu of tamping is not allowed. Under no circumstances shall truck wheels be used to compact backfill. Provide sand backfill a minimum of 6 inches over and under all piping under paved areas.

Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. No hydraulic driving is permitted under asphalt pavement. Cutting or breaking of existing pavement is not permitted. Carefully inspect all pipe and fittings before installation, removing dirt, scale, burrs, and reaming. Install pipe with all markings up for visual inspection and verification.

Remove all dented and damaged pipe sections. All lines shall have a minimum clearance of 6 inches from each other and 12 inches from lines of other trades. Parallel lines shall not be installed directly over each other. In solvent welding, use only the specified primer and solvent cement and make all joints in strict conformance with the manufacturer's recommended methods including wiping all excess solvent from each weld. Allow solvent welds at least 15 minutes setup time before moving or handling and 24 hours curing time before filling. PVC pipe shall be installed in a manner, which will provide for expansion and contraction as recommended by the pipe manufacturer. Center load all plastic pipe

prior to pressure testing. All threaded plastic-to-plastic connections shall be assembled using Teflon tape or Teflon paste. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope on all threaded plastic-to-metal connections, except where noted otherwise. All plastic-to-metal connections shall be made with plastic female adapters.

308-5.4.1 General. *ADD the following after the last paragraph:*

Irrigation heads shall be installed as indicated on the Drawings. Riser nipples shall be of the same size as the riser opening in the sprinkler body. Install all assemblies specified herein according to the respective detail Drawings or Specifications, using best standard practices.

308-5.6.3 Sprinkler Coverage Test. *ADD the following after the last paragraph:*

Coverage testing shall be performed for overhead irrigation.

Adjust valves, align heads, and check the coverage of each system prior to coverage test. If it is determined by the Engineer that additional adjustments or nozzle changes will be required to provide proper coverage, make all necessary changes or adjustments prior to any planting. The entire system shall be operating properly before any planting operations commence.

Do not allow or cause any of the work of this Section to be covered up or enclosed until it has been observed, tested and accepted by the Engineer. Notify the Engineer a minimum of 48 hours in advance where and when the work is ready for testing. When the sprinkler system is completed, perform a coverage test of each system in its entirety to determine if the water coverage for the planted areas is complete and adequate in the presence of the Engineer.

308-5.6.4 Operational Test. *ADD the following after the last paragraph:*

Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Plans, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the Engineer. This test shall be accepted by the Engineer and accomplished before starting any planting. Final inspection will not commence without record Drawings as prepared by the Contractor. During the maintenance period adjust and maintain the irrigation system in a fully operational condition providing complete irrigation coverage to all intended plantings. Clean-up shall be made as each portion of the work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broomed, and any damage sustained on the work of others shall be repaired to original conditions.

308-7 PAYMENT. *DELETE entire subsection and SUBSTITUTE with the following:*

Payment for **Mobilization** shall be made at the contract lump sum price and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Clearing and Grubbing** shall be made at the contract lump sum price and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Grading and Soils Removal** shall be made at the contract lump sum price and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Dust Control** shall be made at the contract lump sum price and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Stabilized Decomposed Granite Trail - 3" depth** shall be made at the contract unit price per square foot and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Aggregate Gravel Base - 4" depth** shall be made at the contract unit price per ton and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Concrete Header - 6" width** shall be made at the contract unit price per linear foot and shall be considered full compensation for furnishing labor, materials, tools,

equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Concrete Flatwork – 5” thick** shall be made at the contract unit price per square foot and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Concrete Formwork** shall be considered as included in other items of work and no additional payment will be made therefor.

Payment for **Irrigation System Adjustment** shall be made at the contract lump sum price and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Turf Re-establishment** shall be made at the contract lump sum price and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

City of Garden Grove EASTGATE PARK FITNESS TRAIL CONSTRUCTION PLANS

12001 St. Mark Street
Garden Grove, CA 92845



Number	Revised	By	Date

EASTGATE PARK FITNESS TRAIL
City of Garden Grove

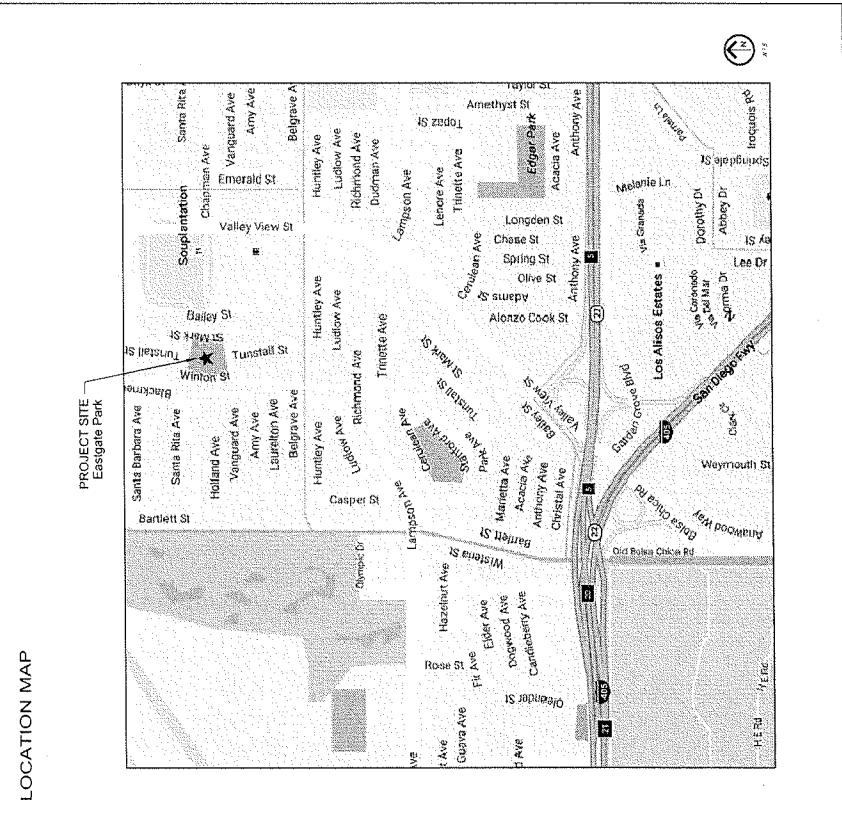
Submitted: N/A
Submitted Date: MARCH 24, 2017
Submitted Date: AS SHOWN

TITLE SHEET

T.1
SHEET 1 OF 5

DRAWING INDEX

SHT.	DRAWING TITLE	DWG. NO.
1	CONSTRUCTION PLAN	LC.1
2	CONSTRUCTION AND IRRIGATION DETAILS	LC.2
3	IRRIGATION PLAN	LI.1
4	IRRIGATION PLAN FOR OTHERS (SEE REFERENCE CONTRACT)	LI.2



GENERAL NOTES

- GENERAL: All local, municipal, county and state laws, rules, and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these construction plans. All work shall be done in accordance with the applicable sections Standard Specifications for Public Works Construction, California Statewide Standard Specifications for Public Works Construction (Green Book), and the project's specifications.
- CONTRACTOR RESPONSIBILITY: The contractor shall accept full responsibility for any damages or liabilities incurred by the contractor, contractor's employees and/or contractor's subcontractors, in connection with the performance of this work.
- TRADE COORDINATION: Construction and installation of all items within these documents shall require close coordination between trades involved in underground and utility installation, and free access to all areas of the site. All trades shall be coordinated and approved by the contractor before any work commences. All trades shall be coordinated and approved by the contractor before any work commences.
- SITE DEBRIS: The contractor shall keep the premises clean and free of excess equipment, materials and rubbish incidental to his work. All rubbish, trash, debris or unwanted materials resulting from the performance of this work shall be removed from the site and disposed of in accordance with the applicable sections of the City of Garden Grove Ordinance. If debris remains on site for more than 12 hours, without pre-approval by the City, such debris shall be removed by the Engineer at the expense of the Contractor.
- FIELD OBSERVATION: The Contractor shall coordinate and verify all in-field layout, dimensioning of work, grades and elevations, and work schedules unless otherwise noted. The contractor shall be responsible for providing all necessary field observations to the Engineer. The contractor shall not rely on any work shown in these documents for field observations. The contractor shall be responsible for verifying the scale of the drawing. Written dimensions take precedence over scaled dimensions and shall be verified on the job site and any discrepancy shall be reported to the Engineer immediately. The contractor shall notify the Engineer of any discrepancy in measurements prior to the commencement of work.
- MUNICIPAL/COUNTY REQUIREMENTS: The contractor shall obtain all the necessary permits and agency inspections prior to the commencement of work. Any permit, fee, and agency inspection required shall be paid by the contractor. The contractor shall be responsible for obtaining all necessary permits, licenses and other authorizations applicable to the work. The contractor shall give all notices and approvals to the Engineer. The contractor shall be responsible for obtaining all necessary permits, licenses and other authorizations applicable to the work. The contractor shall give all notices and approvals to the Engineer. The contractor shall be responsible for obtaining all necessary permits, licenses and other authorizations applicable to the work. The contractor shall give all notices and approvals to the Engineer.
- SAFETY: The contractor shall be responsible for providing all necessary safety equipment and materials for the work. The contractor shall be responsible for providing all necessary safety equipment and materials for the work. The contractor shall be responsible for providing all necessary safety equipment and materials for the work. The contractor shall be responsible for providing all necessary safety equipment and materials for the work.
- EXISTING UTILITIES: Existing utilities shall be protected unless otherwise noted. The contractor shall verify the location and condition of all utilities and be responsible for any damages beyond the limits of work due to work performed by the contractor or any agents of the contractor or any subcontractor. It is the contractor's responsibility to obtain and maintain the necessary permits and licenses. It is the contractor's responsibility to obtain and maintain the necessary permits and licenses. It is the contractor's responsibility to obtain and maintain the necessary permits and licenses. It is the contractor's responsibility to obtain and maintain the necessary permits and licenses.
- CONTRACTOR'S RESPONSIBILITY: The contractor shall be responsible for providing all necessary safety equipment and materials for the work. The contractor shall be responsible for providing all necessary safety equipment and materials for the work. The contractor shall be responsible for providing all necessary safety equipment and materials for the work. The contractor shall be responsible for providing all necessary safety equipment and materials for the work.
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SIGNATURE BLOCK:

SUBMITTAL DATES:

DATE: _____
 SUBMITTED DATE: OCTOBER 4, 2016
 SUBMITTED DATE: MARCH 24, 2017
 SUBMITTED DATE: MARCH 24, 2017
 SUBMITTED DATE: _____

City Engineer (Director of Public Works)

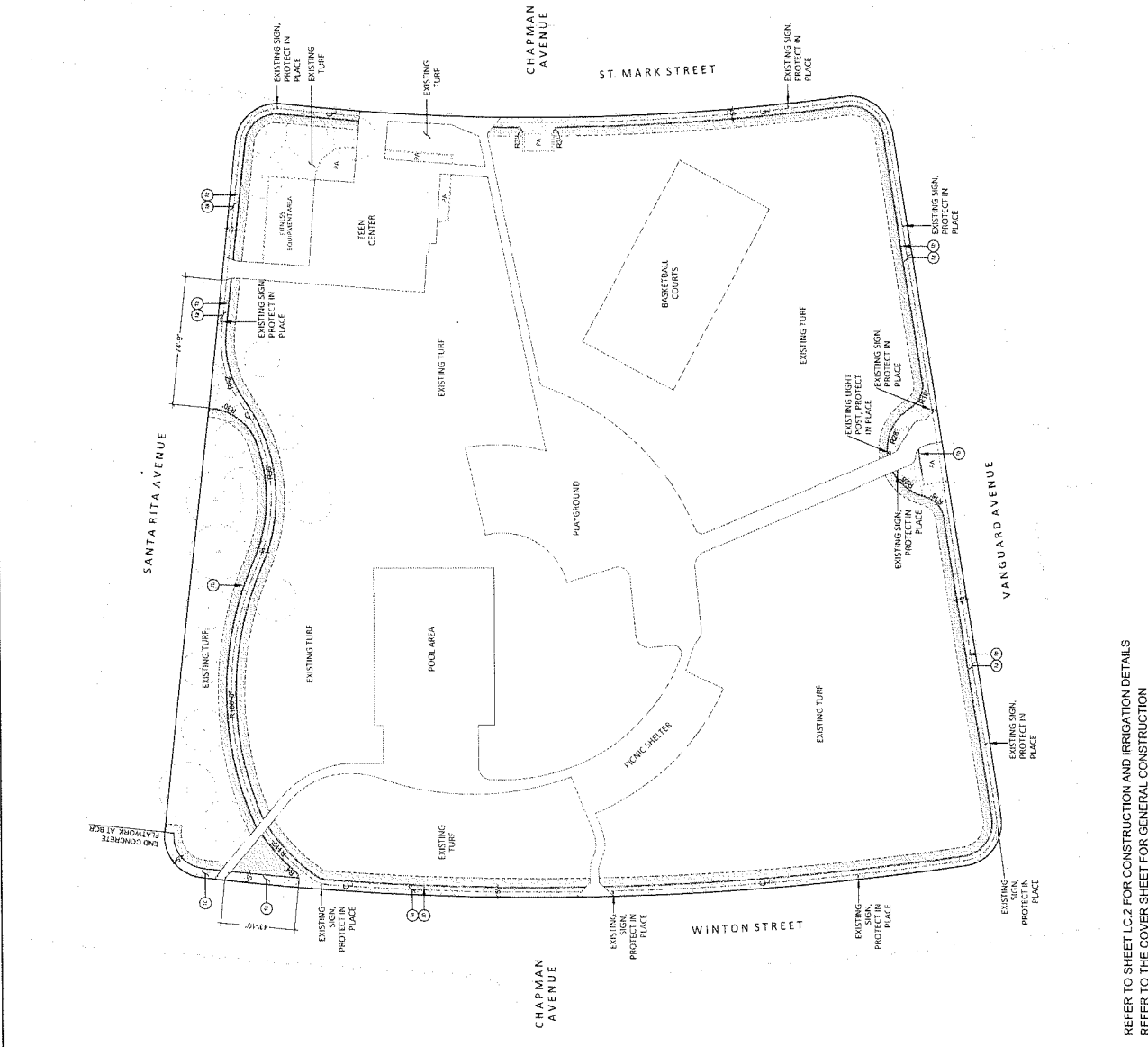
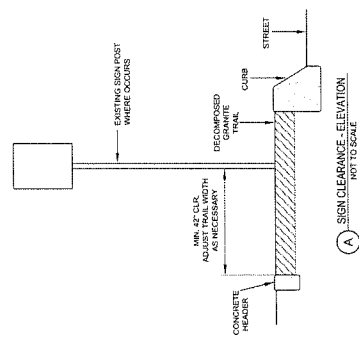
CONSTRUCTION MATERIALS SCHEDULE

SYMBOL	NOTATION	DESCRIPTION	MATERIAL & MODEL #	MANUFACTURER / SUPPLIER	DETAIL
(1)	1	INSTALL STABILIZED/COMPOSED GRANITE TURL	MATERIALS PROVIDED	DA MATERIALS 30-231005	DETAIL N, SHEET LC.2
(2)	2	CONCRETE CURB	CONCRETE	CONCRETE	DETAIL N, SHEET LC.2
(3)	3	CONCRETE CURB	CONCRETE	CONCRETE	DETAIL N, SHEET LC.2

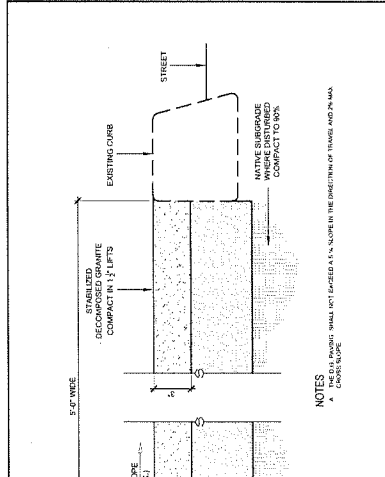
TURF RE-ESTABLISHMENT NOTE:
 ALL TURF RE-ESTABLISHMENT AREAS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION OF THE TRAIL. 5' FROM THE EDGE OF THE NEW TRAIL. SOIL SHALL BE G-1 HYBRID BERMUDA, OBTAINED FROM PAPER 300 (BIO) SPECIFICATIONS. SEE SPECIFICATIONS.

ITEMS TO PROTECT IN PLACE

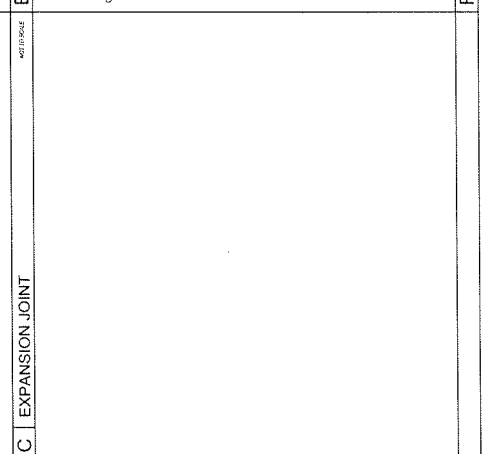
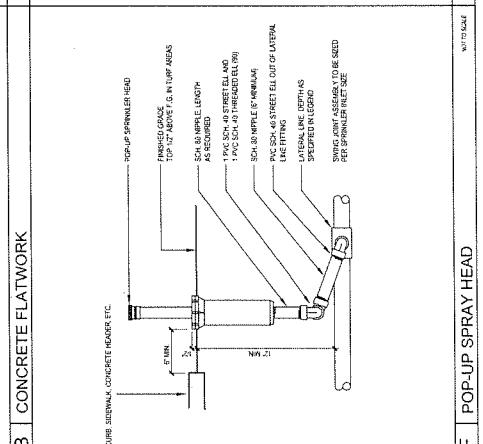
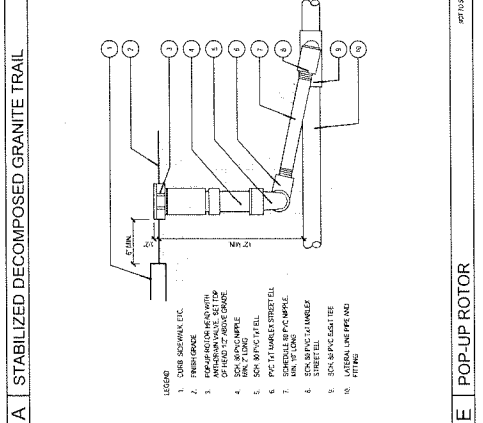
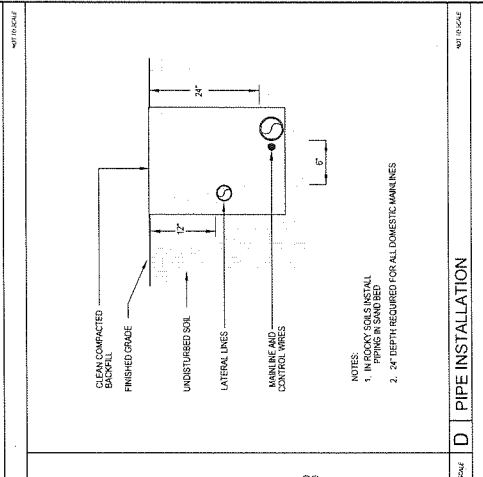
SYMBOL	DESCRIPTION
(4)	EXISTING TREE - PROTECT IN PLACE
(5)	EXISTING CONCRETE WALKWAY - PROTECT IN PLACE
(6)	EXISTING UTILITY BOXES - PROTECT IN PLACE
(7)	EXISTING SIGN - PROTECT IN PLACE



REFER TO SHEET LC.2 FOR CONSTRUCTION AND IRRIGATION DETAILS
 REFER TO THE COVER SHEET FOR GENERAL CONSTRUCTION



NOTES
 1. ALL EXISTING SHALL NOT EXCEED 4% IN THE DIRECTION OF TRAVEL AND 2% MAX. CROSS SLOPE.
 2. CONTRACTOR SHALL NOT EXCEED 4% IN THE DIRECTION OF TRAVEL AND 2% MAX. CROSS SLOPE.

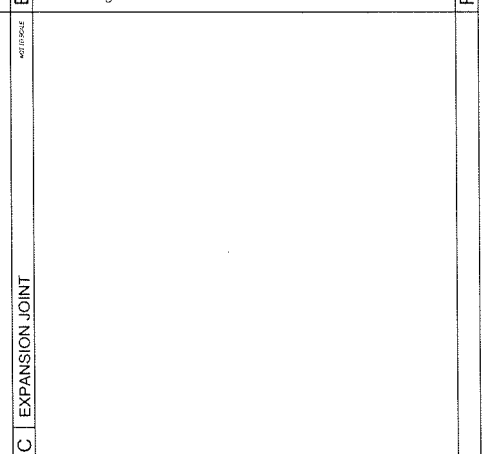
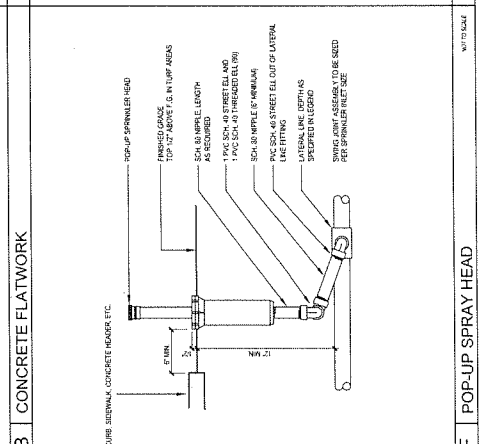
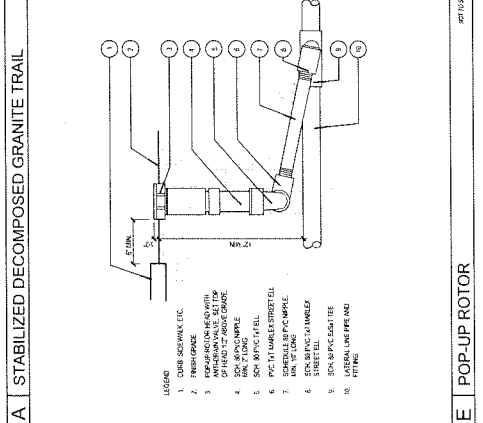


NOTE:
 CONTRACTOR TO DISPOSE OF UNNEEDED EXCAVATION MATERIALS OFFSITE.

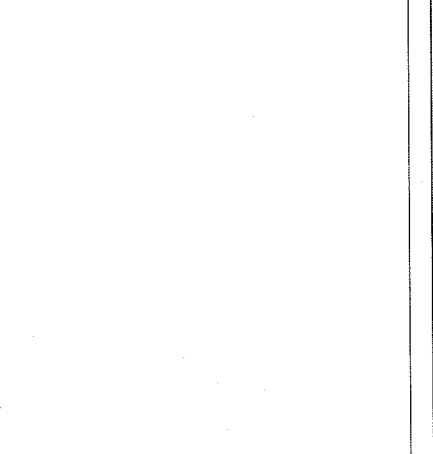
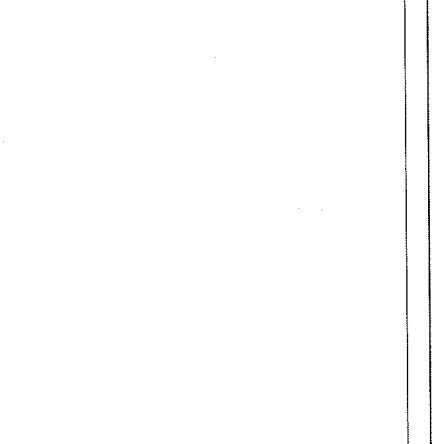
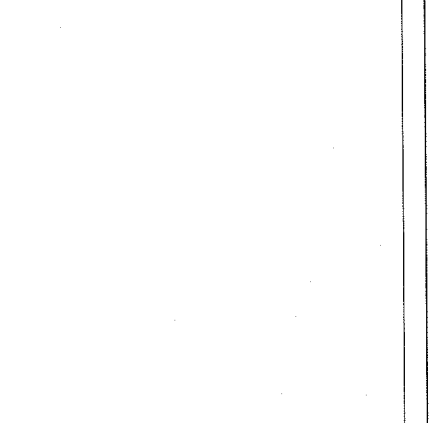
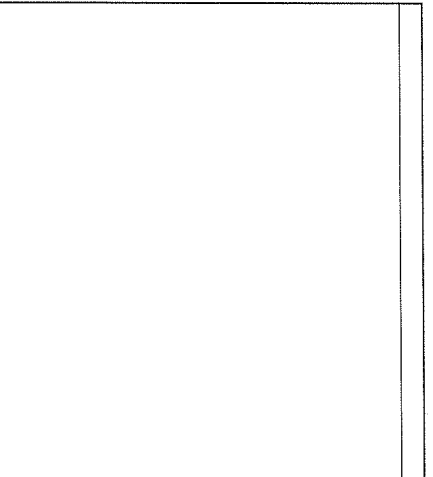
CONSTRUCTION NOTES
 1. REFER TO CONSTRUCTION MATERIALS SCHEDULE SHEET 1.1 FOR COLOR AND FINISH.
 2. ALL CONCRETE FLOWWORK SHALL NOT EXCEED A 2% SLOPE IN THE DIRECTION OF TRAVEL.
 3. ALL CONCRETE SHALL NOT EXCEED A 2% SLOPE IN THE DIRECTION OF TRAVEL.

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 3. ALL CONCRETE SHALL NOT EXCEED A 2% SLOPE IN THE DIRECTION OF TRAVEL.



NOTES
 1. IN ROCKY SOILS INSTALL PIPING IN SAND BED.
 2. 24" DEPTH REQUIRED FOR ALL DOMESTIC MAINLINES.



NOTES
 1. IN ROCKY SOILS INSTALL PIPING IN SAND BED.
 2. 24" DEPTH REQUIRED FOR ALL DOMESTIC MAINLINES.



City of Garden Grove
11500 Harbor Drive, Suite 401
Garden Grove, CA 92647
Phone: 949.461.2151
Fax: 949.461.1122
www.dvpdesign.com



811
DIAL BEFORE YOU DIG
Call 811 to report a utility location. For more information, visit 811.org

**EASTGATE PARK
FITNESS TRAIL**
City of Garden Grove
Project: _____
Sheet No.: 11.1
Scale: 1" = 30'-0"

IRRIGATION PLAN
SHEET 4 OF 5

IRRIGATION LEGEND

ROTORS	MANUFACTURER	NOZZLE	RATE	HOUSING	GPM	IPS (PRECIP. RATE)
360°	HUNTER	8 (40)	8.4	1-40-06	8.4	50
360°	HUNTER	1/2" (BROWN)	2.1	1-20-06-PRB	2.1	45

MISC. MATERIALS	MODEL	HOUSING	COMMENTS
EXISTING REMOTE CONTROL VALVE	EXISTING	PROTECT IN PLACE	

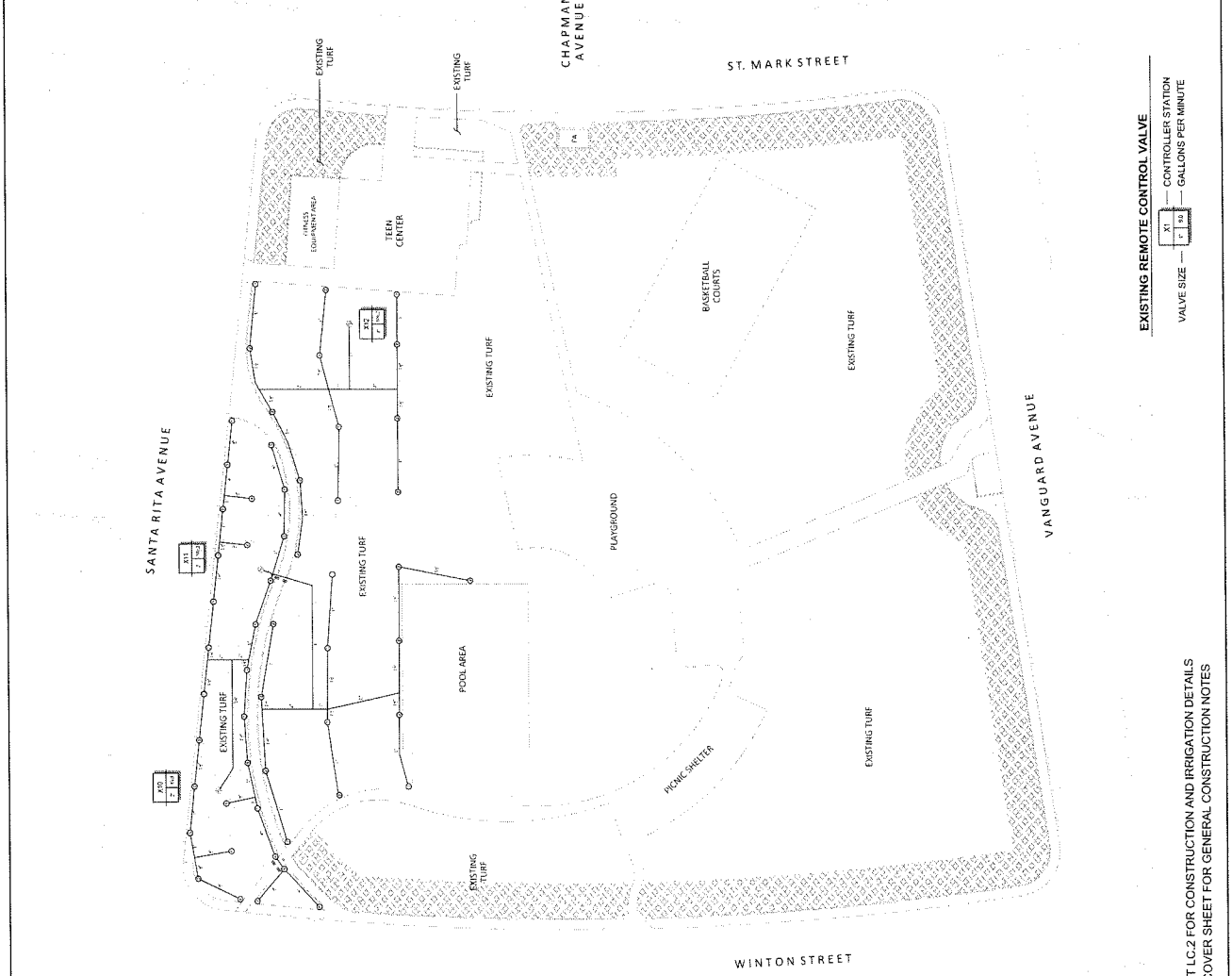
PIPING

SYMBOL	MANUFACTURER	DESCRIPTION	IRRI. LATERAL LINE	MODEL	HOUSING	COMMENTS
=====	SCHEDULE 40	PVC	INSTALL PER DETAILS			SIZE PER PLAN
=====	SCHEDULE 40	PVC	INSTALL PER DETAILS			SEE SLEEVING NOTES

IRRIGATION ADJUSTMENT NOTE:
The contractor shall ensure the functionality of the existing irrigation system prior to any construction. Where the contractor proposes any change to the existing system, the contractor shall submit a written proposal to the City Engineer for review. The contractor shall be responsible for providing any irrigation heads to ensure functionality of the system. All new products shall be of a quality equal to or better than the existing products. The contractor shall be responsible for providing any irrigation heads to ensure functionality of the system. All new products shall be of a quality equal to or better than the existing products. The contractor shall be responsible for providing any irrigation heads to ensure functionality of the system. All new products shall be of a quality equal to or better than the existing products.

GENERAL IRRIGATION NOTES

1. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES AND TO OBTAIN ALL NECESSARY INFORMATION PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGE TO THE CITY'S UTILITIES CAUSED BY HIS WORK.
 2. THE CONTRACTOR SHALL NOT INSTALL THE IRRIGATION SYSTEM OR ANY PART THEREOF UNTIL THE GRADE IS FULLY ESTABLISHED AND THE IRRIGATION CONTRACTOR HAS OBTAINED ALL NECESSARY INFORMATION FROM THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY IRRIGATION HEADS TO ENSURE FUNCTIONALITY OF THE SYSTEM. ALL NEW PRODUCTS SHALL BE OF A QUALITY EQUAL TO OR BETTER THAN THE EXISTING PRODUCTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY IRRIGATION HEADS TO ENSURE FUNCTIONALITY OF THE SYSTEM. ALL NEW PRODUCTS SHALL BE OF A QUALITY EQUAL TO OR BETTER THAN THE EXISTING PRODUCTS.
 3. THE CONTRACTOR SHALL OBTAIN, COORDINATE, AND PAY FOR ANY AND ALL INSPECTIONS AS REQUIRED.
 4. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED. INSTALL ALL HEADS WITH DOUBLE SWING JOINTS AS PER DETAIL. ALL HEADS ADJACENT TO PARKING LOTS, WALKS, ROADS, OR OTHER PAVED AREAS SHALL BE INSTALLED WITH POP-UP RODS.
 5. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM COVERAGE WITH MINIMAL MISTING AND/OR OVER SPRAY ONTO WALKS, STREETS, WALLS, ETC. SUBSTITUTION OF NOZZLE PATTERN OR RADIUS AS REQUIRED TO ACHIEVE OPTIMUM COVERAGE IS RESPONSIBILITY OF CONTRACTOR.
 6. ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
 7. TRENCHING WITHIN THE DRIVE LINE OF LARGE EXISTING TREES SHALL BE PERFORMED BY HAND, AND WITH EXTREME CARE NOT TO SEVER ROOTS 1-1/2" IN DIAMETER AND LARGER. WHERE ROOTS 1-1/2" IN DIAMETER AND LARGER ARE ENCOUNTERED, THE CONTRACTOR SHALL TUNNEL UNDER SAID ROOTS. EXPOSED ROOTS THAT HAVE BEEN TUNNELED UNDER SHALL BE WRAPPED IN WET BURAP AND KEPT MOIST WHILE THE TRENCH IS OPEN.
 8. PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS OF LARGER SIZES MAY BE APPROVED. ALL DAMAGED AND REJECTED PIPE SHALL BE REMOVED AND REPLACED WITH NEW PIPE OF EQUAL OR BETTER QUALITY.
- IRRIGATION SYSTEM LAYOUT**
The contractor shall be responsible for providing any irrigation heads to ensure functionality of the system. All new products shall be of a quality equal to or better than the existing products. The contractor shall be responsible for providing any irrigation heads to ensure functionality of the system. All new products shall be of a quality equal to or better than the existing products.
- EXISTING CONDITIONS**
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- POLYVINYL CHLORIDE PIPE CEMENT**
IPS WELD-ON PVC 7.11 BLUE MEDIUM-BODIED (USE WITH 1-1/2" PVC PIPE)
- POLYVINYL CHLORIDE PIPE PRIMER**
IPS WELD-ON P-70 PRIMER PURPLE (USE WITH ALL PVC CONNECTIONS)
- PVC PIPE FITTINGS**
PVC SHALL BE SCH-40 PVC UNLESS OTHERWISE NOTED ON THE PLANS OR DETAILS. ALL PVC FITTINGS CONNECTING PVC TO PVC SHALL BE REINFORCED WITH STAINLESS STEEL COLLAR.
- SLEEVING**
SLEEVES SHALL BE PLACED UNDER ALL WALKS WHERE IRRIGATION LATERALS, MAINS, AND WAYS WILL CROSS. SLEEVES SHALL BE PLACED UNDER ALL WALKS, DRIVEWAYS, AND SIDEWALKS AT THE EDGE OF DRIVEWAY OR CONCRETE WALK SHALL BE 2" WATER AND WIRE SHALL NOT BE PLACED IN THE SAME SLEEVE. SLEEVES TO BE TWICE THE DIAMETER OF THE PIPE BEING SLEEVED. WIRE SLEEVES TO BE 2" DIA.

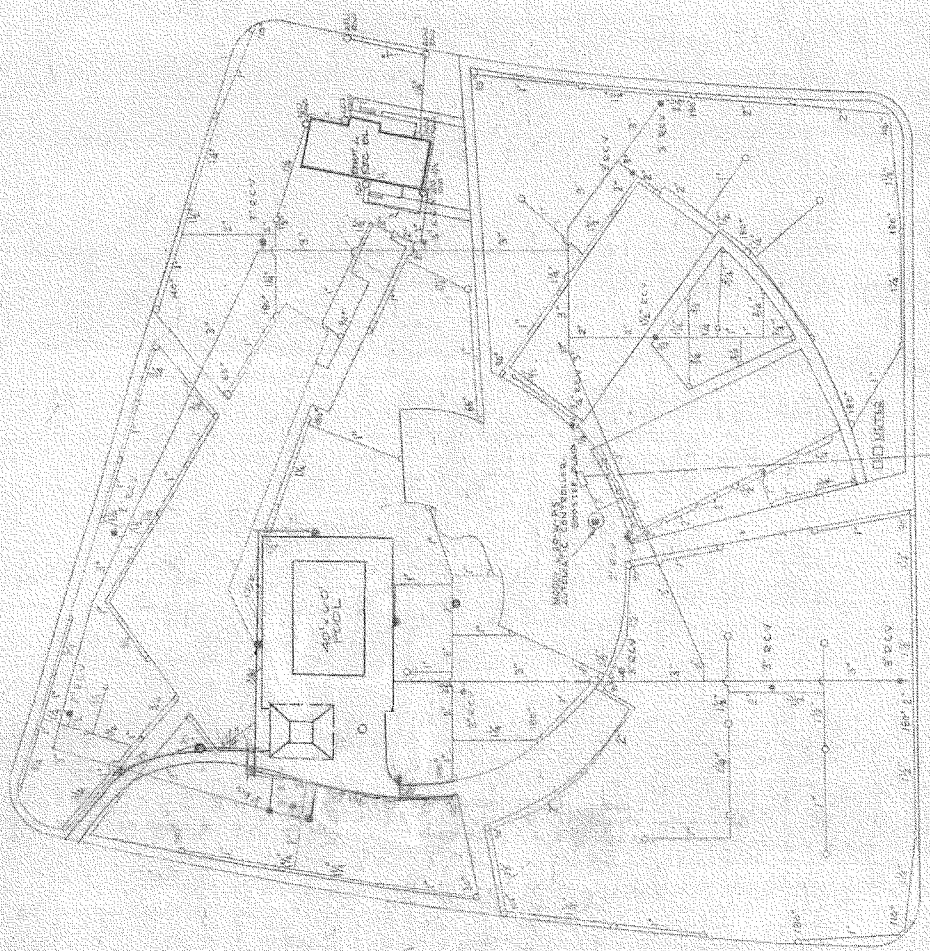


EXISTING REMOTE CONTROL VALVE

VALVE SIZE — [Symbol] — CONTROLLER STATION

[Symbol] — GALLONS PER MINUTE

REFER TO SHEET LC.2 FOR CONSTRUCTION AND IRRIGATION DETAILS
REFER TO THE COVER SHEET FOR GENERAL CONSTRUCTION NOTES



UNIT
 COMPASS
 FLOW DIRECTION

- SYMBOLS
- 1. BUILDING FOOTPRINT
 - 2. PARKING SPACE
 - 3. DRIVEWAY
 - 4. SIDEWALK
 - 5. DRIVEWAY
 - 6. DRIVEWAY
 - 7. DRIVEWAY
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 - 100. DRIVEWAY

PLAN No.
 E6-801

FOR REFERENCE ONLY. PROVIDED BY CITY OF GARDEN GROVE.

EASTGATE COMMUNITY PARK

ATTACHMENT "B"

(BID PRICING)

SECTION 2 - BID PRICING
THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications for Furnish all Materials, Equipment, Tools, Labor and all related work for the Eastgate Park Fitness Trail per the bid specifications. HEREBY PROPOSE to furnish all labor, materials, and equipment and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

BID PROPOSAL	
LOCATION	TOTAL COST
Furnish all Materials, Equipment, Tools, Labor and all related work for the Eastgate Park Fitness Trail per the bid specifications	\$ 146,000.00
TOTAL COST in Written Words: <i>one hundred forty six thousand</i>	
PARTIAL BIDS WILL NOT BE ACCEPTED!	
The above bid price includes all applicable taxes for the pricing proposed in this submittal. Note: In case of discrepancy between the words and figures, the words prevail.	

It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other

person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

(d) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

<u>Amendment No.</u>	<u>Date</u>
Addendum 1	4/18/17
Addendum 2	5/5/17

(e) undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Check below where appropriate:

Partnership: That _____ are partners, doing
(Names of all Partners)

business under the firm name of _____ and
that the co-partnership makes the accompanying proposal.

Corporation: That Ronald Lyon III LeeAnn Lyon of
_makes _____ (President or Secretary) (Name of
Corporation) Southern California Landscape, Inc.

the accompanying proposal.

Individual: That _____ is the bidder and makes the
(Name of Individual)
accompanying proposal.

Date: 5/5/17

Southern California Landscape, Inc.
Company Name

8636 Banana Ave
Address

Fontana CA 92335
City - State - Zip

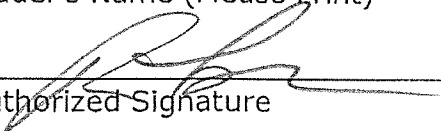
909-350-3522
Telephone Number

social915@aol.com
Email Address

753861
CA Contractors License Number

1000001528
DIR Registration Number

Southern California Landscape, Inc.
Bidder's Name (Please Print)


Authorized Signature

SECTION 3 - DOCUMENTS (Cont.).

DESIGNATION OF SUB-CONTRACTORS

1. Pursuant to Public Contract Code Sections §4104 of California Public Contract Code, the undersigned certifies that it has used the sub-bids of the following listed subcontractors 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 and that the subcontractors listed will be used for the work for which they bid subject to the approval of the Engineer and in accordance with the applicable provisions of the Specifications. Please attach additional pages if needed.

1. Name of Subcontractor: Ruiz Brothers & Associates, Inc. DIR Reg# 1000047100
Address: 17859 Santiago Blvd, Villa Park Suite C Phone No: 714-353-5743
Individual, Partnership or Corporation: Corporation
Work to be performed: Concrete

2. Name of Subcontractor: _____ DIR Reg# _____
Address: _____ Phone No: _____
Individual, Partnership or Corporation: _____
Work to be performed: _____

3. Name of Subcontractor: _____ DIR Reg# _____
Address: _____ Phone No: _____
Individual, Partnership or Corporation: _____
Work to be performed: _____

4. Name of Subcontractor: _____ DIR Reg# _____
Address: _____ Phone No: _____
Individual, Partnership or Corporation: _____
Work to be performed: _____

5. Name of Subcontractor: _____ DIR Reg# _____
Address: _____ Phone No: _____
Individual, Partnership or Corporation: _____
Work to be performed: _____

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
SOUTHERN CALIFORNIA LANDSCAPE INC	1000001528	SAN BERNARDINO	FONTANA	05/02/2016	06/30/2017



**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **753861**

Entity **CORP**

Business Name **SOUTHERN CALIFORNIA
LANDSCAPE INC**

Classification(s) **C27**

Expiration Date **09/30/2018**

www.cslb.ca.gov

