

## **SECTION 4 - AGREEMENT**

### **PROJECT AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **KASA Construction, 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 Labor, Material, Tools, Equipment and Incidentals for the Renovation of West Haven Park per IFB S-1279-A.

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 Six Hundred Thirty Four Thousand Eight Hundred Thirty Five Dollars Only (\$634,835.00), 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. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on pricing included in Bid Pricing (Attachment "B"). All work shall be in accordance with Bid No. S-1279-A and Bid Specifications/Drawings (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 of Furnish all Labor, Material, Tools and Equipment for the Furnish all Labor, Material, Tools, Equipment and Incidentals for the Renovation of West Haven Park.

**4.4 Plans and Specifications.** The work to be done is described in a set of detailed Plans and Specifications for: of Furnish all Labor, Material, Tools, Equipment and Incidentals for the Renovation of West Haven Park.

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 **60 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 \$5,000,000 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.

- (c) Excess liability, follows form coverage, shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. (**claims made and modified occurrence policies are not acceptable**) Insurance companies must be acceptable to CITY and have a 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.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) 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

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide coverage under the excess liability policy in 4.16.6 (d). Policy must be a follows form excess/umbrella policy. CONTRACTOR shall provide the schedule of underlying polices for an excess liability policy, state that the excess policy follows form on the insurance certificate, and provide an additional insured endorsement for the excess liability policy designating 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 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 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: KASA Construction, Inc.  
Attention: Sam Kasbar, Vice President  
15148 Sierra Bonita Lane  
Chino, CA 91710

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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"**  
**KASA Construction, Inc.**

Contractor's State Lic. No. \_\_\_\_\_

Expiration Date: \_\_\_\_\_

DIR Reg. No. \_\_\_\_\_

Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

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

\_\_\_\_\_  
Date

**ATTACHMENT "A"**

**SPECIFICATIONS FOR IFB NO. S-1279-A**

**Furnish all Labor, Material, Tools, Equipment and  
Incidentals for the Renovation of West Haven Park**

**IFB NO. S-1279-A**

**Furnish all Labor, Material, Tools, Equipment and Incidentals for the  
Renovation of West Haven Park**

**SCOPE OF WORK**

**PROJECT LOCATION:** 12252 West Street, Garden Grove, CA 92840

**CONTRACTOR'S LICENSE REQUIREMENTS:**

Bidders shall submit proof of a current contractor's license with their bid proposal in accordance with Section 3300 of the State Code. The license required is as follows:

1. C27-Landscaping Contractor

**(Note to be placed in PART 1 of Specifications)  
SPECIAL PROVISIONS PART 1**

**SECTION 300- CONTROL OF THE WORK**

**3.8 SUBMITTALS**

**3-8.1 General**

Add: to read the following: CONTRACTORS RESPONSIBILITY

CONTRACTOR shall furnish one (1) reproducible mylar (24" x 36") size full complete set of "As Built" Construction Drawings upon final project completion to the CITY REPRESENTATIVE.



## **SPECIAL PROVISIONS PART 2**

### **PROJECT REPRESENTATIVES**

#### CITY OF GARDEN GROVE

Water Services Manager, Samuel Kim P.E. (714)-741-741-5534  
email:[samk@garden-grove.org](mailto:samk@garden-grove.org)

Water Services Senior Civil Engineer, Rebecca Li, P.E. (714) 741-5562  
email:[rebeccal@garden-grove.org](mailto:rebeccal@garden-grove.org)

Facilities Division Manager; Philip Carter (714)-741-5380 email: [philc@garden-grove.org](mailto:philc@garden-grove.org)

Public Works Supervisor; Luis Tapa (714)-741-5386 email: [luist@ggcity.org](mailto:luist@ggcity.org)

#### ORANGE COUNTY FIRE AUTHORITY

Headquarters (714)-537-600 Fire Station # 86 (714)-638-6390

#### ORANGE COUNTY WATER DISTRICT

Water Quality Supervisor; Tim Cannon (714)-719-1287 email: [timc@ggcity.org](mailto:timc@ggcity.org)

#### RMA INTERNATIONAL

Landscape Architect; Bob McMahon, (562)-618-9119 email:  
[rmalandscape@gmail.com](mailto:rmalandscape@gmail.com)

**NOTE:** During the time that this project is out to bid, all questions are to be directed, in writing, via email, to Sandra Segawa only. **The email address for all communication is as follows: [sandras@ggcity.org](mailto:sandras@ggcity.org).**

## **SPECIAL PROVISIONS PART 2**

### **CONTRACTORS RESPONSIBILITY**

#### **SECTION 100– STORM WATER POLLUTION PROTECTION PLAN (SWPPP)**

##### 100.1 General.

Add the following: to read the following: STORM WATER PROTECTION PLAN (SWPPP)

The Project Construction General Permit requires the development of a Storm Water Pollution Prevention Plan (SWPPP).

The West Haven Park Project is located at; 12252 West Street in the City of Garden Grove, California. The Lot size is 10.0 acres and the Project Disturbed Site Area is approximately 3.96 acres.

Prior to commencing work, the CONTRACTOR shall submit the required Permit Registration Documents (PRDs) to the ENGINEER. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the **CONTRACTOR's QSD will coordinate with the City's ENGINEER/Project Manager to electronically submit these documents through the Storm water Multi-Application, Reporting and Tracking System (SMARTS) to the State Water Resources Control Board (SWRCB) to obtain coverage under the CGP. The CONTRACTOR's QSD shall update SMARTS with all requirements set forth in the permit in order to maintain compliance.** A copy of any documents submitted via SMARTS will be kept with the SWPPP and provided to the ENGINEER upon job completion.

#### **STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

The CONTRACTOR will need to submit a site-specific SWPPP, prepared by a Qualified SWPPP Developer (QSD) as defined by the CGP, which must include the information needed to demonstrate compliance with all the requirements of the CGP, for review, acceptance. The QSD shall have one of the registrations or certifications listed in Section VII.B.1 of the CGP, and effective September 2, 2011, must have attended a State Water Board-sponsored or approved QSD training and successfully pass the end of training test.

**NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE CITY HAS RECEIVED A TRACKING NUMBER FROM THE SWRCB and two sets of hard copies of SWPPP submitted binder.**

The SWPPP shall be developed and updated using Section 2 and Appendix G of the California Storm water Quality Association (CASQA) Storm water Best Management Practice Handbook Web Portal for Construction. The CASQA Construction BMP Web Portal requires a subscription to be purchased from CASQA and can be accessed at the

following link:

<http://www.casqa.org/LeftNavigation/BMPHandbooksPortal/tabid/200/Default.aspx>

The CONTRACTOR must implement, maintain, and amend the SWPPP as needed during the course of work to reflect actual construction progress and construction practices. The CONTRACTOR shall designate a Qualified SWPPP Practitioner (QSP), as defined by the CGP, who will be responsible for compliance with CGP requirements on the project at all times.

CONTRACTOR'S QSP must be on site to observe BMP installation and approve of all SWPPP implementation. CONTRACTOR'S QSP must be on site during all required NPDES inspections (weekly, rain events, and quarterly non-storm). Within 72 hours from receiving BMP corrections from CITY staff, Local Agencies, or SWRCB staff, CONTRACTOR'S QSP shall start the repairs and complete them as soon as possible and prior to predicted rain events. The QSP shall prepare written reports for the corrective actions and submit them to the ENGINEER within 5 working days. All work on the PROJECT may be stopped by the City inspection staff's discretion if corrective action is not taken within a timely manner. Any cost or delays incurred due to stopped work will be exclusively the CONTRACTOR's responsibility.

The SWPPP shall not be construed to be a waiver of the CONTRACTOR's obligation to review and understand the CGP before submitting a bid. By submitting a bid, the CONTRACTOR acknowledges that he has read and understands the requirements of the CGP.

## REPORTING

The CONTRACTOR shall be responsible for providing all reports required by the CGP (monitoring, inspection, Rain Event Action Plans, annual reports, etc.) to the CITY for review. Time sensitive reports involving monitoring data shall be provided as soon as the information is made available. All other reports shall be provided to the CITY a minimum of two weeks prior to their deadline for submittal to the SWRCB through SMARTS.

Full compensation for conforming to the requirements of CONSTRUCTION GENERAL PERMIT (CGP) shall include, but not be limited to, the following:

1. Submit Permit Registration Documents (PRDs) per Attachment B of the CGP to the Engineer.
2. Electronically submit all documents into the Storm Water Multi-Application, Reporting and Tracking System (SMARTS) and update any files as needed.
3. Determine the project Risk Level and develop a SWPPP to conform to the Contractor's actual construction practices.
4. Administer, implement, maintain, and ensure adequate functioning of the various water quality control measures identified within the SWPPP during

construction including all Numeric Action Level (NAL) and Numeric Effluent Limitation (NEL) sampling, monitoring and reporting requirements statutorily required for the determined Risk Level of the project site. These tasks must be performed by Qualified SWPPP Practitioner (QSP). Effective on September 2, 2011, a QSP shall meet the requirements listed in the CGP.

5. Pay all annual permit fees;
6. Provide and maintain all documentation (at the jobsite) and administration for the entire CONTRACT period;
7. Perform all work required for compliance with the requirements of the CGP including preparation of all Rain Event Action Plans (REAPs), construction of effective treatment control BMPs, i.e.: contingency basis, chemical treatments, etc.;
8. Provide all labor, tools, equipment's, and materials for any additional BMPs which may be required to comply with the requirements of the CGP.
9. Submit Notice of Termination (NOT) to the SWRCB through SMARTS. The City will not release retention payment to the contractor until SWRCB through SMARTS accepts as complete

**100.2 PAYMENT.** Replace section with the following:

Payment for **SWPPP** shall be made at the **Lump Sum** Contract price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the SWPPP, fulfilling construction site monitoring program, implementing SWPPP, installation of required BMPs per the SWPPP, preparing and submitting all required SWPPP-related reports and submit Notice of Termination, and no additional compensation will be allowed therefore.

## **SPECIAL PROVISIONS PART 2**

### **CONSTRUCTION MATERIALS**

#### **SECTION 211 – MATERIAL TESTS**

Change the entire section 211-1.1, to read the following: SOIL MATERIAL TEST

To meet the Orange County Waste & Recycling Agency Landfill requirements for existing grass and soil export disposal procedures the CONTRACTOR shall contract directly and retain the professional services of a Soils Engineer for all soil testing, compaction testing, reports and forms necessary on export and import of materials for the project.

CONTRACTOR shall list selected Soils Engineering company and contact person that will be used on the project for material testing, reports and forms. As for convenience only CONTRACTOR may contact; Associated Soils Inc. Contact: Phoc P. Nguyen Project Manager 2860 Walnut Ave. Signal Hill, Ca 90755 Phone: (562) 426-7990 Or CITY Approved Soils Engineer.

The CONTRACTOR shall furnish to the CITY all completed and approved Soil Certification Forms, Soil Acceptance Letters and all related Orange County Waste & Recycling Agency required documents for grass, pea gravel and soil export.

**211.2 PAYMENT.** Replace section with the following:

Payment for "**SOILS ENGINEERING TESTING**" shall be at the contract **LUMP SUM PRICE (LS)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish all the soils testing engineering and soil certification forms, acceptance letters complete in place, conforming to the requirements herein, including but not limited to; removals, equipment and materials for transporting, delivering, inspection and operation, supervision, and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the CITY REPRESENTATIVE and no additional compensation will be allowed therefore

#### **SECTION 212 – CONSTRUCTION SURVEYING**

Change the entire section 212-1.1, to read the following: CONSTRUCTION SURVEYING

Prior to any work on site the CONTRACTOR shall contact the CITY REPRESENTATIVE and conduct onsite meeting(s) to verify existing site conditions as well as detailed information regarding (2) two underground water tank reservoirs and all related above and below ground utilities and operational equipment within the park site area.

CONTRACTOR shall provide all Construction Surveying for the project. The surveyor shall furnish and set ground stakes identifying all existing site features; (i.e.) (2) two underground water tank reservoirs, sump pumps, water valves, light poles, electrical lines, pull boxes, irrigation equipment and valves, water lateral lines, fencing, benches

concrete sidewalks, parking lot, existing and proposed finish grade elevations along with proposed earthwork cuts and fills shown on the plans prior to any work on site.

CONTRACTOR shall be responsible to reset all ground stakes immediately that have been moved at any time throughout the project.

CONTRACTOR shall hand dig to verify the locations and depths of all existing utilities and irrigation system prior to any work on site.

**212.2 PAYMENT.** Replace section with the following:

Payment for "**CONSTRUCTION SURVEYING**" shall be at the contract **LUMP SUM PRICE (LS)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish all the construction surveying, staking, onsite meeting(s), hand digging for utilities complete in place, conforming to the requirements herein, including but not limited to; removals, equipment and materials for transporting, delivering, inspection and operation, supervision, and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the CITY REPRESENTATIVE and no additional compensation will be allowed therefore

## **SPECIAL PROVISIONS PART 3**

### **CONSTRUCTION METHODS**

#### **SECTION 300 - EARTHWORK**

##### **300-1 CLEARING AND GRUBBING.**

Add the following to subsection 300-1.1, "General," of the Standard Specifications:

The tasks covered under the Clear and Grub bid item include the following, unless covered by a separate bid item:

Furnish and Install temporary 6' high chain link fencing with green wind screen, 8' high green wind screen on existing metal fencing and 8' high green wind screen on existing CMU block wall.

Furnish and Install 4' high Orange safety barrier construction fencing with 1 3/4" x 1 3/4" x 5' high green 14 gauge steel "T" post around water tanks, hatch vaults, sump pumps, vaults and all water tank equipment. Post shall be secure in the ground and spaced at 8' feet on center spacing (maximum).

Furnish and Install 6' high Chain link fence and windscreen as shown on plans around existing trees

Clearing and grubbing shall consist of removing all grass, weeds and debris within the scope of work boundary areas shown on the plans.

Note: CONTRACTOR shall take great care to not disturb (2) Two underground water tank reservoirs, vent structures, access hatch doors, sump pump and cleanout vaults, water, electrical overflow and drainage piping, sub-surface gravel layer and all related operational equipment, refer to: CITY of Garden Grove West Haven Reservoir Rehabilitation Plans Project No. 7359 ("As-Built Set" Dated 09-26-19) for Water Tank Reservoir locations and all water and electrical power utility equipment.

As a reference shown on the plan the existing soil layer shall not exceed 12" thick on top of the gravel layer. The structural design weight over water tanks shall not exceed 180lb/sf with 18" of soil and gravel.

NOTE: THERE IS A WEIGHT RESTICTION FOR ALL EQUIPMENT (WHEN FULLY LOADED) OF **8000 LBS.** TO BE USED ON TOP OF THE (2) TWO WATER TANK RESERVOIRS STOCK PILING OF SOIL AND DEBRIS SHALL BE AVOIDED DURING THE ENTIRE PROJECT PERIOD. NO TRUCK OR ANY OTHER VECHICLES SHALL DRIVE ON TOP OF THE WATER TANKS AT ANY TIME. NO CONSTRUCTION EQUIPMENT WHEN FULLY LOADED WITH MATERAIL

SHALL EXCEED **8,000 LBS.** WHEN WORKING ON TOP OF THE TWO (2) WATER TANK RESERVOIRS

PRIOR TO ANY DEMOLITION WORK THE CONTRACTOR SHALL INSTALL AND ANCHOR SECURE A 4' (FOOT) HIGH ORANGE TEMPORARY SAFETY BARRIER CONSTRUCTION FENCE WITH 5' (FOOT) HIGH GREEN METAL "T" POSTS AT AROUND THE PERIMETER OF THE TWO (2) WATER TANK RESERVOIRS, SUMP PUMPS, CLEAN OUTS AND ALL EQUIPMENT RELATED TO THE WATER TANK SYSTEM AS A SAFETY MEASURE TO KEEP HEAVY EQUIPMENT OFF THE TANKS.

**300-1.4 PAYMENT.** Replace section with the following:

Payment for "**CLEAR AND GRUBBING**" shall be at the contract **LUMP SUM PRICE (LS)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the clear and grubbing work, complete in place, conforming to the requirements herein, including but not limited to, temporary fencing, green wind screens, orange barrier construction fence and posts removals, equipment and materials for transporting, delivering, inspection and operation, supervision, and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the CITY REPRESENTATIVE and no additional compensation will be allowed therefore

**300-2 UNCLASSIFIED EXCAVATION.**

300-2.2 Unsuitable Material.

300-2.2.1 General. This subsection of the Standard Specifications is hereby deleted and replaced with the following:

Material that is unsuitable for the recreational play use shall be excavated and disposed to an approved facility as directed and approved by the CITY REPRESENTATIVE. Unsuitable material is: soil, pea gravel, stone, rocks, crushed base material and debris.

300-2.8 Measurement. Subsections of 300-2.8 a) and c) of the Standard Specifications are hereby deleted and replaced with the following:

- a) Unsuitable Material; soil, pea gravel, aggregate base, stone, rocks and debris to a depth of 3" (inches) over the (2) two water tank reservoirs and (3" inches) in depth within the fence and wall boundary line areas as shown on the Engineer's Plan
- b) Excavating Unsuitable Material when shown on the Plans or as directed by the CITY REPRESENTATIVE.

**300-2.1 PAYMENT.** Replace section with the following:



Payment for "**UNCLASSIFIED EXCAVATION**" shall be at the contract **CUBIC YARD PRICE (CY)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the unclassified excavation work, conforming to the requirements herein, including but not limited to, equipment and materials for transporting, delivering, storing, removals and inspection and operation, supervision, and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the CITY REPRESENTATIVE and no additional compensation will be allowed therefore.

**Change the following section to read:  
SECTION 301-SUBGRADE PREPARATION**

**301-1 SUBGRADE PREPARATION**

The subgrade for the park site area shall be prepared in conformance with Section 301-1 of the Standard Specifications.

Add to sub-section: 301-1.2

The CONTRACTOR shall prepare the entire project site limit areas to 85% percent relative compaction. Site shall be inspected by the SOILS ENGINEER AND CITY REPRESENTATIVE for review and approval prior to placement of new import soil fill material

**301-1.7 PAYMENT.** Replace section with the following:

Payment for "**SUBGRADE PREPARATION**" shall be at the contract **LUM SUM PRICE (LS)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the subgrade preparation work, complete in place, conforming to the requirements herein, including but not limited to, equipment and materials for transporting, delivering, storing, furnishing and inspection and operation, supervision, and all other items necessary to within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the CITY REPRESENTATIVE and no additional compensation will be allowed therefore.

## **SPECIAL PROVISIONS PART 4**

### **EXISTING IMPROVEMENTS**

#### **SECTION 400-PROTECTION AND RESTORATION**

##### **400-1 GENERAL**

Add the following paragraphs to the subsection:

Prior to any work onsite the CONTRACTOR shall furnish, install and secure a temporary 6' (foot) high chain link fence with green wind screen along the entire southern section of the project site. A new 8' (foot) high green wind screen shall be securely attached to the existing 8' (foot) high metal fence and gates along the western and northern sections and a 8' (foot) high green wind screen on the concrete block wall along the eastern side project site boundary lines. As shown on the Plans.

On the first onsite walk through with the CONTRACTOR and CITY REPRESENTATIVE the existing irrigation system shall be turned on for a coverage test along with a data record of all equipment related to the system to verify and ensure the site area is fully operational with head to head coverage.

All existing metal light poles, fixtures, concrete footings and electrical conduits, underground utility boxes are to remain. Protect in Place.

All sub-surface utility piping and conduits, concrete or metal pull boxes shown on the plan and in the field shall remain. Protect in Place.

All existing metal fencing posts and rails, concrete block walls, concrete benches, concrete mow curbs, decomposed granite are to remain. Protect in Place

All existing trees, shrubs, grass within the entire park site area are to remain. Protect in Place. See Engineer's Plan for Tree Protection Plan Detail for trees within project scope of work

All existing irrigation mainline, master control valve, inline remote control valves, moisture sensors, quick couplers, shutoff valves, green locking boxes and wiring shall remain. Protect in Place. Where needed irrigation lateral lines and Hunter Manufacturer I-40-04 popup rotor heads with stainless steel risers can temporary be disconnected and re-installed as per plan and / or field condition. All damaged irrigation equipment systems shall be replaced in kind with the same size and manufacturer at the expense to the CONTRACTOR. Prior to removing or displacing irrigation system CONTRACTOR shall verify with CITY REPRESENTATIVE for review and approval.

Throughout the entire project period the CONTRACTOR shall be responsible for operating and maintaining the existing mainline, lateral lines, time clock and watering schedules for all the remote control valves that are within the entire park site area and landscape areas around Fire Station Building # 86 as indicated on the irrigation plan. Note: All areas outside the soil removal and replacement zones. (Valve #'s 1, 2, 3, 4, 5, 6, 7, 24, 25, 26, 27, 28 & 29)

Existing improvements visible at the job site for which no specific disposition is made on the Plans but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans shall be relocated or removed and disposed of by the CONTRACTOR as directed by the CITY REPRESENTATIVE.

All existing site features shall be replaced with new in kind; all above and below ground structures, mechanical and electrical operational equipment and devices for the underground water tank reservoirs, gravel base material, drainage pipe, light pole fixtures, pull boxes, concrete footings, electrical conduits, in-ground vault boxes, metal fencing posts and rails, metal gates, concrete block walls, concrete benches, concrete mow curbs, decomposed granite paving, irrigation system, all asphalt and concrete paving and trees shall be the responsibility of the CONTRACTOR for providing all labor, materials, tools, equipment and incidentals involved in doing the work per the Plans, these Specifications, as directed by the CITY REPRESENTATIVE, and no additional compensation will be allowed therefore.

**PART 6**  
**TEMPORARY TRAFFIC CONTROL**

**600-1 GENERAL**

Add the following paragraphs to the subsection:

All work required for maintaining and controlling traffic during the construction period shall conform to the Plans, the applicable provisions of Section 600 of the Standard Specifications and these Special Provisions. All such work shall additionally conform to California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition and the Work Area Traffic Control Handbook (WATCH), latest edition. All warning signs and devices shall be approved and in place prior to working on the roadway.

The CONTRACTOR shall be responsible for the protection of vehicular and pedestrian traffic until the work called for in the Plans, the Standard Specifications, and these Special Provisions, has been accepted by the CITY REPRESENTATIVE.

The CONTRACTOR shall notify local authorities of his intent to begin work at least five working days before work is begun. The CONTRACTOR shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

A minimum of five calendar days prior to beginning any field work on the Project, the CONTRACTOR shall provide and install two changeable message signs (CMS) on the roadway (one at each end) with a message to inform the travelling public of the roadway construction work ahead. The CMS shall remain in place for the duration of the construction on that Project phase.

Additionally, prior to beginning any field work on the Project, the CONTRACTOR shall provide and install two "Construction Ahead" (C18) signs, and two "End Construction" (C13) signs, one set in each direction, at the locations as directed by the CITY REPRESENTATIVE. Signs shall be mounted on 4" x 6" wooden posts, and panels shall be placed a minimum of seven (7) feet above ground level. Portable signs will not be permitted except in residential areas.

The CITY may furnish and install "CITY Improvement" type of signs in conjunction with this Project. The CONTRACTOR shall cooperate and coordinate with CITY forces who will be installing these signs.

The CONTRACTOR's equipment and personal vehicles of the CONTRACTOR's employees shall not be parked on the traveled way nor on any section where traffic is restricted at any time.

Parking of construction vehicles, not in direct use, within 400' of any intersection in the construction limits is prohibited overnight. Barricades, delineators, and other suitable warning devices shall be required.

The CONTRACTOR shall notify the CITY REPRESENTATIVE of any operation that will affect two-way flow of traffic in excess of five minutes for every half hour of working time, at least two working days in advance of such operation.

During working hours, flaggers may be required at the direction of the CITY REPRESENTATIVE at intersections for traffic control. The CONTRACTOR shall also furnish and erect all necessary traffic control signs, which may be required.

Traffic control devices shall be installed and maintained at all times by a specialty sub-contractor or a qualified person(s) who shall have no duties other than traffic control and maintenance of traffic control devices.

All signs, barricades, and devices shall be new or in a near new condition, and shall not have graffiti thereon. Signs, barricades, and devices not in compliance with this specification shall be removed, replaced or remedied no later than the end of the day.

In the event CITY forces are called out to correct problems with any portion of the traffic control system such as cones, barricades, signs, etc., that are the responsibility of the CONTRACTOR, the CITY will deduct the actual expense, including applicable overhead charges, from amounts due the CONTRACTOR.

## **601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)**

### Section 601-2.1 General

Add the following paragraphs to the subsection:

Specific traffic control plans have neither been prepared nor included in the Project Plans. The CONTRACTOR shall be responsible for implementing traffic control in accordance with the WATCH details and these Special Provisions. Based upon changes in traffic conditions or patterns, the CONTRACTOR will be required to add delineators, sandblast existing striping, etc. as directed by the CITY REPRESENTATIVE. All such revisions shall be approved by the CITY REPRESENTATIVE.

The CONTRACTOR shall maintain all traffic control devices on a seven day, 24-hour basis. Construction signs shall be checked for placement and visibility, and delineators shall be maintained by the CONTRACTOR in their proper

location at all times

The CONTRACTOR shall provide access to the CITY Water Pump Station Building unless otherwise approved by the CITY REPRESENTATIVE. The Orange County Fire Station # 86 entry / exit driveway routes shall remain free and clear at all times NO CONSTRUCTION EQUIPMENT STAGING SHALL BE ALLOWED.

#### Section 601-2.2 Haul Route Plan

The CONTRACTOR shall provide a Haul Route Plan for review and approval by the CITY ENGINEER. The Haul Route Plan shall include, but not limited to, the proposed haul route for trucks, truck staging area, frequency of trucks, and hours of hauling. All hauling shall be performed outside of peak traffic hours, 6:00 am - 8:00 am and 4:00 pm - 6:00 pm. Haul Route Plan must be approved by the CITY ENGINEER prior to any hauling operations.

During any lane closures, Type II flashing arrow signs shall be used in accordance with the Caltrans Standard Specifications, and Caltrans Standard Plans, and shall be maintained on a continual basis for the duration of the closure. Solar power flashing arrow signs shall be used in residential areas, adjacent apartment buildings or schools and at night unless approved otherwise by the CITY REPRESENTATIVE.

### **601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES**

#### Section 601-3.4 Operation and Maintenance

##### Section 601-3.4.1 General

Add the following paragraphs to the subsection:

The CONTRACTOR's equipment and personal vehicles of the CONTRACTOR's employees shall not be parked on the traveled way nor on any section where traffic is restricted at any time.

Parking of construction vehicles, not in direct use, within 400' of any intersection in the construction limits is prohibited overnight. Barricades, delineators, and other suitable warning devices shall be required.

The CONTRACTOR shall notify the CITY REPRESENTATIVE of any operation that will affect two-way flow of traffic in excess of five minutes for every half hour of working time, at least two working days in advance of such operation, other than during the one-way traffic stage.

The CONTRACTOR shall notify the CITY REPRESENTATIVE of any one-way traffic implementation and duration, at least two working days in advance of such operation.

During working hours, flaggers may be required at the direction of the CITY REPRESENTATIVE at intersections for traffic control. The CONTRACTOR shall

also furnish and erect all necessary traffic control signs, which may be required.

Traffic control devices shall be installed and maintained at all times by a specialty sub-contractor or a qualified person(s) who shall have no duties other than traffic control and maintenance of traffic control devices.

In the event CITY forces are called out to correct problems with any portion of the traffic control system such as cones, barricades, signs, etc., that are the responsibility of the CONTRACTOR, the CITY will deduct the actual expense, including applicable overhead charges, from amounts due the CONTRACTOR.

### Section 601-3.5 Signs and Signage

#### Section 601-3.5.1 General

Add the following paragraphs to the subsection:

Prior to beginning any field work on the Project, the CONTRACTOR shall provide and install two "Road Construction Ahead" (C18) signs, and two "End Construction" (C13) signs, one set in each direction, at the locations as directed by the CITY REPRESENTATIVE. Signs shall be mounted on 4" x 6" wooden posts, and panels shall be placed a minimum of seven (7) feet above ground level. Portable signs will not be permitted except in residential areas.

All signs, barricades, and devices shall be new or in a near new condition, and shall not have graffiti thereon. Signs, barricades, and devices not in compliance with this specification shall be removed, replaced or remedied no later than the end of the day.

Access to street intersections, public and private parking lots, commercial businesses, residences, sidewalks and other public and private properties must be maintained at all times. Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work which cannot be accomplished without access restriction.

When access must be restricted, as determined by the CITY REPRESENTATIVE, it shall occur only for the minimal time period required to accomplish the particular item of work.

If requested by the CITY REPRESENTATIVE, the CONTRACTOR shall post standard temporary "NO STOPPING" construction zone signs at least three working days prior to construction, not more than 150 feet apart within the work area, showing the date and time of construction as required for the work, and as approved by the CITY REPRESENTATIVE.

Access shall also be maintained by the CONTRACTOR on all cross streets through the Project, at the end of each working day. Payment for maintaining such access shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.

The CONTRACTOR's equipment and personal vehicles of the CONTRACTOR's employees shall not be parked on the traveled way nor on any section where traffic is restricted at any time or where sight distance is hindered by the equipment.

Parking of construction vehicles, not in direct use, within 400' of any intersection in the construction limits is prohibited overnight. Barricades, delineators, and other suitable warning devices shall be required. During working hours, flaggers may be required at the direction of the CITY REPRESENTATIVE at intersections for traffic control. The CONTRACTOR shall also furnish and erect all necessary traffic control signs, which may be required.

Traffic control devices shall be installed and maintained at all times by a specialty sub-contractor or a qualified person(s) who shall have no duties other than traffic control and maintenance of traffic control devices.

Any modification to traffic signal operation shall be requested of the CITY REPRESENTATIVE at least 48 hours prior to the time it is needed.

#### Section 601-3.7 Traffic Sign Enhancement Devices

##### Section 601-3.7.5 Portable Changeable Message Signs (PCMS)

Add the following paragraph to the subsection:

A minimum of five calendar days prior to beginning any field work on the Project, the CONTRACTOR shall provide and install two changeable message signs (CMS) on the roadway (one at each end) with a message to inform the travelling public of the roadway construction work ahead. The CMS shall remain in place for the duration of the construction on that Project phase. CMS message to be provided by the CITY REPRESENTATIVE.

#### **601-3.8 CONSTRUCTION SIGNING.**

The CONTRACTOR shall post standard temporary "NO STOPPING" construction zone signs at least three working days prior to construction, not more than 150 feet apart within the work area, showing the date and time of construction as required for the work, and as approved by the CITY REPRESENTATIVE.



### **601-3.9 SITE ENTRY AND EXIT ACCESS POINTS.**

Construction Access into and out of the project site shall be from West Street, the (2) two 7'-6" wide existing metal swinging gates adjacent to parking lot at the Northwest corner of the site as well as the 5' wide openings in the metal fence along the alley on the Northside of the site. All painted metal posts, rails and picket fencing that are temporary removed for demolition and construction purposes shall be replaced in kind upon project completion. Any existing metal fencing and gates damaged during the project shall be repaired and replaced at the expense of the CONTRACTOR. The project site shall be fenced and gated and protected from the public with "DO NOT ENTER" signs posted on the existing and temporary metal fencing. The site shall be securely fenced with locked gates every night.

No construction equipment shall be placed on the existing concrete sidewalks, children's playground, Fire Department parking lot and / or driveway. All vehicular and pedestrian access to and from adjacent commercial and residential driveways and parking lots shall be free and clear and maintained at all times.

When access must be restricted, as determined by the CITY REPRESENTATIVE, it shall occur only for the minimal time period required to accomplish the particular item of work.

Access shall also be maintained by the CONTRACTOR on all cross streets through the Project, at the end of each working day. Payment for maintaining such access shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.

### **601-4 PAYMENT.** Replace section with the following:

Payment for "**TEMPORARY TRAFFIC CONTROL**" shall be at the contract **LUMP SUM PRICE (LS)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the traffic control work, complete in place, conforming to the requirements herein, including but not limited to, equipment and materials for transporting, delivering, storing, furnishing, barricade signs, Message Board Signs, flashers, temporary striping / markers, flagging, traffic control devices, preparing a traffic control plan and controlling traffic and inspection and operation, supervision, and all other items necessary as specified in the Standard Specifications and these Special Provisions, as approved by the CITY REPRESENTATIVE and no additional compensation will be allowed therefore.

## **SPECIAL PROVISIONS PART 8**

### **LANDSCAPING AND IRRIGATION**

#### **SECTION 800 - MATERIALS**

##### **800-1 LANDSCAPING MATERIALS**

###### **800-1.1 Topsoil**

800-1.1.1 General. Add the following:

Topsoil shall be Class "A" (imported)

800-1.1.2 Class "A" Topsoil. Substitute with the following:

All import soil fill material shall be: Topsoil Blend of 80% Topsoil and 20% General Purpose Soil Amendment) from: Aguinaga Green 410 West Grove Avenue Orange, CA 92865

Phone: (714)- 283-2572 Website: [www.aguinagagreen.com](http://www.aguinagagreen.com) or CITY approved equal

Note: As new import soil materials are being brought onto the project site CONTRACTOR shall coordinate with Soils Engineer and CITY REPRESENTATIVE, to test and observe performance of the work in connection with placing, compacting and fine grading and to perform compaction tests as necessary to the satisfaction of the Soils Engineer and the CITY REPRESENTATIVE. The CONTRACTOR shall be responsible for all cost expenses related to Soils Engineer site visits, testing and forms scope of work tasks.

Relative Compaction shall be at 85% rate and shall be verified by the Soils Engineer for final approval.

City shall provide a Civil Engineer Consultant to certify final finish grade elevations for final approval prior to placing grass seed.

**800-1.2 PAYMENT.** Replace section with the following:

Payment for "**FURNISH, PLACE, COMPACT AND FINE GRADE TOPSOIL**" shall be at the contract **CUBIC YARDS PRICE (CY)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the furnish, place, compact and fine grade topsoil work, complete in place, conforming to the requirements herein, including but not limited to, equipment and materials for transporting, delivering, storing, furnishing, placing, compacting and fine grading and inspection and operation, supervision, and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the CITY REPRESENTATIVE and no additional compensation will be allowed therefore.

Add the following to the subsection:

**800-1.3 Seed.**

800-1.3.1 General. Add the following to the subsection:

Grass Seed shall be: Pro Sports field Supreme with the application rate of 500/ lbs. per acre.

Available at: Stover Seed Company  
9180 San Fernando Road Sun Valley, CA 91353  
Website: [stoverseed.com](http://stoverseed.com)  
Contact: Don Lewis (213)-626-9668 Email: [DonL@stoverseed.com](mailto:DonL@stoverseed.com)

Square footage quantity for grass seed shown on Landscape and Engineer's plan.

**800-1.3.2 PAYMENT.** Replace section with the following:

Payment for "**GRASS SEED**" shall be at the contract **LUMP SUM PRICE (LS)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the grass seed work, complete in place, conforming to the requirements herein, including but not limited to, equipment and materials for transporting, delivering, storing, furnishing, and installation of grass seed and inspection and operation, supervision within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the CITY REPRESENTATIVE and no additional compensation will be allowed therefore.

**800-1.4 Organic Amendment**

800-1.4.1 General. Add the following:

Organic Amendment shall be Seed Topper (imported)

800-1.4.2 Seed Topper. Substitute with the following:

All import Organic Amendment material shall be: "Seed Topper" from: Aguinaga Green 410 West Grove Avenue Orange, CA 92865 Phone: (714)- 283-2572 Website: [www.aguinagagreen.com](http://www.aguinagagreen.com) or CITY approved equal

Note: Contractor shall furnish and place uniformly Seed Topper Organic Amendment at a thickness of ¼" (one quarter inch) depth throughout the entire site area

**800-1.5 PAYMENT.** Replace section with the following:

Payment for "**FURNISH, PLACE, ORGANIC AMENDMENT**" shall be at the contract **CUBIC YARD PRICE (CY)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the furnish, place, organic amendment, complete in place, conforming to the requirements herein, including but not

limited to, equipment and materials for transporting, delivering, storing, furnishing, placing, compacting and fine grading and inspection and operation, supervision, and all other items necessary within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the CITY REPRESENTATIVE and no additional compensation will be allowed therefore.

## **800-2 IRRIGATION SYSTEM MATERIALS**

Listed for reference only- Note there is no irrigation work identified for the project scope of work. Materials listed are for convenience to CONTRACTOR should any damage occur to the existing fully functioning system and shall be replaced with new "In Kind" manufacturer product number and size at no additional cost to the CITY.

Add the following subsection:

### **800-2.01 General**

#### **Irrigation Materials**

Shall include but not limited to: Automatic time clock, Reduced Pressure Backflow Preventer, Master Control Valves, Inline Remote Control Valves, Quick Coupling Valves, Ball Valves, Moisture Sensors, Popup Sprinkler body/ heads, Hunter Manufacturer Nozzles, Swing Joints, Irrigation Valve Boxes, Lateral, Mainline and Sleeve Piping, all pipe fittings and wiring.

### **800-2.1 Pipe and Fittings.**

Replace this section in it's entirely and add the following:

Lateral Plastic pipe 1" to 2" inch in size and shall be PVC SCH 40, solvent welded pipe, unless shown otherwise on the plans.

Mainline Plastic pipe 2" inches and over shall be PVC SCH 80, solvent welded pipes, unless shown otherwise on the plans.

All pressure pipe risers and fittings shall be PVC Schedule 80.

Pipe shall be homogenous throughout, free from visible cracks, holes, blisters, dents, wrinkles, die and heat marks, and foreign materials.

Continuously and permanently mark pipe with manufacturer's name or trademark, kind and size pipe, material, manufacturer's lot number, schedule, or Class and NSF seal of approval.

The physical specifications of the Society of Plastic Industries for each type of pipe used shall be deemed and construed as a part of this specification. Pipe dating shall be done in conjunction with records held by the manufacturer for two years, covering quality control tests, raw material batch numbers and any other information required by the manufacturer.

Solvent weld fittings shall be PVC manufacture, heavy wall and of the IPS solvent welded types, Schedule 40. Fittings containing threads shall be Schedule 80.

Primer and solvent shall be of the type and make approved by the pipe manufactures for use on its pipe.

Replace this section in it's entirely and add the following:

**800-2.2.2 Ball Valves.**

Ball Valves shall be per manufacturer, size, and type shown on the plans and / or in field conditions

Ball Valves shall be constructed of a bronze body, gate and stem. Ball Valves shall have threaded connections.

All Ball Valves shall have a minimum working pressure of not less than 150 PSI and shall conform to AWWA standards.

Replace this section in it's entirely and add the following:

**800-2.2.4 Remote Control Valves.**

Remote Control Valves shall be per manufacturer, size, and type shown on the plans and / or in field conditions

Remote Control Valves shall be constructed of a bronze body, gate and stem. Remote Control Valves shall have threaded connections.

All Remote Control Valves shall have a minimum working pressure of not less than 150 PSI and shall conform to AWWA standards.

Replace this section in it's entirely and add the following:

**800-2.2.5 Moisture Sensors.**

Moisture Sensors shall be per manufacturer, size, and type shown on the plans and / or in field conditions

Moisture Sensors shall be wired to time clock controller as per manufacturer recommendations.

Replace this section in it's entirely and add the following:

**800-2.2.6 Quick Coupling Valves and Assemblies.**

Quick Coupling Valves and Assemblies shall be per manufacturer, size, and type shown on the plans and / or in field conditions

Quick Coupling Valves shall be constructed of a bronze body, gate and stem. Quick Coupling Valves shall have threaded connections.

All Quick Coupling Valves shall have a minimum working pressure of not less than 150 PSI and shall conform to AWWA standards.

Replace this section in it's entirely and add the following:

**800-2.2.7 Valve Boxes.**

Valve boxes shall be per manufacturer, size, and type shown on the plans and / or in field conditions

The valve box cover shall be green in color for domestic water with secured hidden latch mechanism the cover and box shall be capable of sustaining a load of 1,500 pounds.

Valve box extensions shall be by the same manufacturer as the valve box.

Automatic control valve boxes shall be 16"x11"x12" rectangular size. Valve box covers shall be marked "RCV" with the valve identification number "heat branded" onto the cover in 2 inch high letters / numbers.

Ball valve and quick coupler valve boxes shall be 10" circular size. Valve box covers shall be marked with either "BV" or "QCV" "heat branded" onto the cover in 2 inch high letters.

Add the following to this section:

**800-2.3 Backflow Preventer Assemblies**

Backflow Preventer Assemblies shall be per manufacturer, size, and type shown on the plans and / or in field conditions

Add the following to this section:

**800-2.3 Sprinkler Equipment**

All Sprinkler Equipment shall be Hunter Manufacturer I-40 4" popup rotor heads with stainless steel risers with matching nozzles. All Sprinkler Equipment shall have triple swing joint assemblies matching size, and type shown on the plans and / or in field conditions

Add the following to this section:

## **800-2.4 Submittal**

### **A. Product Data:**

1. **Materials List:** Prior to installation of products, submit a detailed list of each material proposed for use. Prepare typewritten material list using the following format.

ITEM NO.	DESCRIPTION	MANUFACTURER	MODEL NO.
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2. No substitutions will be allowed without prior written acceptance by the Landscape Architect or CITY REPRESENTATIVE.
  - a. All materials supplied for the Work shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to the CITY.
  - b. **Pre-Installation Conference:** Prior to commencing irrigation system Work, convene a pre-installation conference at the Project site to review Contract Drawings and Contract Specifications and field conditions. Landscape Architect shall attend as well as CITY REPRESENTATIVE.
3. Review field conditions and Work indicated on all Contract Drawings to determine actual configuration necessary for landscape irrigation system.
4. Immediately notify Landscape Architect and CITY REPRESENTATIVE of conflicts requiring substantial alterations to irrigation system configuration.

## **800-2.8 Protection**

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 Landscape Architect and CITY REPRESENTATIVE and at no additional cost to the CITY. Protect all materials to prevent intrusion of dirt and moisture.

## **800-2.9 Existing Conditions.**

- A. The CONTRACTOR shall verify and be familiar with the locations, size and detail of points of connection provided as the source of water, electrical supply, and telephone line connection to the irrigation system.
- B. Irrigation design is based on the available static water pressure onsite. CONTRACTOR shall verify static water on the project prior to the start of construction. Should a discrepancy exist, notify the Landscape Architect and CITY REPRESENTATIVE prior to beginning construction.

- C. Prior to cutting into the soil, the CONTRACTOR shall locate all electrical light cables, conduits, and other utilities for the underground water tanks and he shall take proper precautions not to damage or disturb such improvements. If a conflict exists between the such obstacles and the proposed Work, the CONTRACTOR shall promptly notify the Landscape Architect and CITY REPRESENTATIVE who will arrange for relocations. The CONTRACTOR will proceed in the same manner if a rock layer or any other such conditions are encountered.
- D. The CONTRACTOR shall protect all existing utilities, fencing, gates, walls, trees, sidewalks, asphalt in streets, parking lots, concrete bench features to remain onsite and all adjacent site areas to the project site during the entire duration. CONTRACTOR shall repair, at his own cost, all damage resulting from his operations or negligence.

**800-2.10 Underground Pipe or Conduit Construction**

Excavations Adjacent to Trees. The following specifications are to be adhered to when excavating adjacent to existing trees. Any exception to these requirements must be approved by the CITY REPRESENTATIVE.

No heavy equipment excavation shall take place within the following specified distances from the drip line canopy perimeter of trees at ground level:

Tree Size	Clearance	Tree Size	Clearance
0-6 inches diameter	6.0 feet	25-36 inches diameter	8.0 feet
7-12 inches diameter	8.0 feet	37 inches and up	10.0 feet

Note: All excavation within the listed clearance distances around the existing trees shall be completed by hand only. No heavy construction equipment shall be allowed

Tunneling is permitted if it is not through the center of the tree at a depth that will not destroy the anchor roots of the tree. Where it is necessary to excavate adjacent to existing trees, the CONTRACTOR shall avoid injuries to trees and tree roots. Excavation in areas where 2-inch and larger roots occur shall be done by hand. All roots 2 inches and larger in diameter shall be tunneled under and shall be heavily wrapped with wet burlap to prevent scarring or drying. Where trenching machine is run close to trees having roots smaller than 2 inches in diameter, the wall of the trench adjacent to the trench shall be hand trimmed, making a clean cut through the roots. Any tree roots 1 inch or larger in diameter shall be painted with two coats of tree seal or approved equal. Trenches adjacent to trees shall be closed within 24 hours. No dirt can be piled up against a tree without a protective separator such as lumber, plywood, etc. The protective separator shall not be nailed to the tree. The CONTRACTOR shall be responsible for any damage and replacement to all trees.



Add the following to this section:

### **800-3.0 ELECTRICAL MATERIALS**

#### **800-3.1 General**

All Electrical Materials shall have matching size, and type shown on the plans and / or in field conditions

#### **800-3.2 Conduit and Conductors**

All Electrical Materials shall have matching size, and type shown on the plans and / or in field conditions

#### **800-3.3 Time Clock Controller Unit**

Time Clock Controller Unit shall be CALSENSE CS-3000 and (3) two wire decoders shown on the plans and / or in field conditions

### **SECTION 801 - INSTALLATION**

**800-1 General.** After the last paragraph add the following:

Prior to installation of new soil materials CONTRACTOR shall preform an onsite walk through with CITY REPRESENTATIVE to verify site is acceptable and free of all unsuitable material and debris. The entire irrigation system shall be review and tested to verify working condition status. All existing landscape areas disturbed by the CONTRACTOR as part of or as a result of the work shall be replaced with same material product and manufacturer. Any damaged existing irrigation or plantings in the park site area shall be repaired and restored to operating condition to the satisfaction of the CITY REPRESENTATIVE prior to grass seed installation.

#### **801-2 EARTHWORK AND TOPSOIL PLACEMENT.**

**801-2.1 General.** Add the following paragraph:

Moisture Content: No soil preparation or work shall occur when the moisture content is so great that excessive compaction will occur, nor when it is so dry that dust will form in the air or that clods will not break readily. Apply water, as necessary, to provide ideal moisture content for placement as herein specified by the Soils CITY REPRESENTATIVE.

#### **801-2.2 Topsoil Preparation and Conditioning.**

**801-2.2.1 General.** Revise section to read: All areas within the scope of work shall be free of weeds pea gravel, aggregate stone and other extraneous materials before topsoil work is placed. The type of topsoil shall be: Aguinaga Green Topsoil Blend. Compaction rate shall be to 85% (percent).

Soil shall not be worked when it is so wet or so dry as to cause excessive compaction or the forming of hard clods or dust.

**801-2.2 Trench Excavation and Backfill.** All trenches shall be backfilled and compacted the same day the excavation was made. No trenches or excavations shall be left open overnight.

Backfill shall be flooded and compacted in accordance with subsection 306-1.3.2 and 306-1.3.3 of the Standard Specifications.

**801-2.3 Finish Grading.**

Landscape finish grading as specified herein:

1. Preliminary Grading: Grades in all areas within the scope of work area shall be established per the Engineer's Plan prior to beginning of seed installation.

2. Weeding: Before and during finish grading, all weeds and grasses shall be dug out by the root and disposed of off the site.

3. Finish Grading: Finish grading shall consist of finishing surfaces by raking smoothly and evenly, removing and disposal of all extraneous matter including pea gravel and stone offsite. CONTRACTOR shall have positive drainage sloping towards bio swale along the South West corner of the site to facilitate natural run-off water

4. Moisture Content: The soil shall not be worked when the moisture content is so great that excessive compaction will occur; nor when it is so dry that a dust will form in the air or that clods will not break readily. Water shall be applied, if necessary, to provide ideal moisture content for tilling and grass seed herein specified as directed by the Soils Engineer.

5. All landscape finish grading shall be installed in accordance with the requirements of all governing authorities, the original design, and the referenced standards.

6. When preliminary grading and weeding has been completed and the soil has dried sufficiently to be readily worked CONTRACTOR and CITY REPRESENTATIVE shall preform a site walk through to observe finish grade elevations. All finish grades shall be smooth so required, adjustments of finish grades shall be made at the direction of the CITY REPRESENTATIVE finish grade shall be smooth, even, and uniform plane with no abrupt change of surfaces. Soil areas adjacent to paving shall slope away from the paving to allow a natural run-off of water, and surface drainage shall be directed as indicated on the drawings by remodeling surfaces to facilitate the natural run-off water. Low spots and pockets shall be graded to drain properly towards the naturalized graded water collection swale located along the Southwest side of the project site.

All finish grades and finish surfaces adjacent and surrounding the project scope of work area shall have a smooth gradient transitions with no abrupt transitions reviewed and approved by the CITY REPRESENTATIVE prior to

grass seed operations

7. Drainage: CONTRACTOR is to finish grade with proper slope to low point swale. All flow lines, designated or not, shall be graded and maintained to allow free flow of surface water, and shall conform to the intent of all plans after thorough settlement and compaction of the soil. And prior to installation of grass seed placement.

Observations

5. All observations herein specified shall be made by the CITY REPRESENTATIVE. Request observations at least twenty-four hours in advance of the time observation is desired. Observation is required as follows:
  - a. When finish grading is completed.
6. No observations will commence without an as-built drawing. In the event the CONTRACTOR calls for an observation without as-built drawings, without completing previously noted corrections, or without preparing the work for observation, he shall be responsible for reimbursing the Landscape Architect and Civil Engineer at the rate of two and one-half times the normal office hourly rate per hour portal to portal (plus transportation costs) for the inconvenience no further observation will be scheduled until this charge has been paid.

## **801-4 PLANTING.**

### **801-4.1 General.**

Add the following: The CONTRACTOR shall notify the CITY REPRESENTATIVE at least 48 hours in advance of needed inspections.

### **801-4.2 Protection and Storage.** Add the following to subsection:

Throughout the duration of the project CONTRACTOR, shall apply water to each tree shrub and grass area within the entire park site area including planting areas around Fire Station Building # 86 by means of the existing irrigation system.

Apply water in sufficient quantities and as often as seasonal conditions require to keep the grass areas moist at all times, well below the root system of grass. Generally, water each day for seven (7) days in cool seasons; for fourteen (14) days in hot weather. And / or the direction of the CITY REPRESENTATIVE.

### **801-4.8.1 General.** Add the following to subsection:

CONTRACTOR, shall conduct an onsite walk through with CITY REPRESENTATIVE to review site conditions and the irrigation system coverage test prior to grass seed placement.

**801-4.8.2 Seed.** All work required for installation as well as maintenance of grass seed shall be as per Method "A" as specified within the Standard Specifications and these Special Provisions. CONTRACTOR shall apply Seed Topper Organic Amendment top dressing ¼" thick coverage and take all precautionary measures to protect site to ensure 100 % seed germination for the entire project site scope of work area. All disturbed or damaged areas or non-germinated seed shall be replaced with new Seed Topper Organic Amendment and Grass Seed immediately by the CONTRACTOR at **NO** additional cost to the CITY.

**801-4.9.5 Watering.** Add the following: It shall be CONTRACTOR's responsibility to maintain a balanced watering program to ensure proper growth until the CITY REPRESENTATIVE final acceptance of the work.

## **801-5 IRRIGATION SYSTEM INSTALLATION.**

### **801-5.1 General.**

Add the following to this subsection:

**801-5.5 Sprinkler Head Adjustment. Shall be adjusted as per site conditions**

**801-5.5.2 Location, Elevation, and Spacing. As per existing site conditions shall be (100 % head to head) coverage**

**801-5.5.3 Riser and Nozzle Line Installation.**

**801-5.5.4 Sprinkler Head Adjustment. Flush to new finish grade, as per site conditions**

### **801-5.7 Flushing and Testing.**

Add the following to this subsection:

Flush all Main and Lateral Lines. All open ends shall be piped (temporarily) to exhaust flushing water up and out of the trenches. No water will be permitted to fall into the trench. Flushing procedure will be to first open the ports nearest the source, then recap and move progressively toward the end of the line with only one open port flushing at any one time.

#### **801-5.7.1 General.**

#### **801-5.7.2 Pipeline Pressure Test**

Delete this subsection in its entirety and replace with the following:

Main Lines: Pressure tests on main lines shall be made after lines have been flushed and after control valves and quick coupling valves are set in place. Close all control valves by hand. Pipes shall be center loaded leaving all fittings exposed. CONTRACTOR shall furnish force pump and pressure gauges necessary to complete pressure tests.

Pipe: All metal main lines in the system shall be capped and pressure tested at 125 psi for a period of one hour with no drop in pressure. All leaks found shall be corrected by turning the pipe in the fittings as no caulking or epoxy fillers will be permitted.

Plastic Pipe: All plastic main lines in the system shall be capped and pressure tested at 125 psi for a period of one hour with no drop in pressure. All leaks found shall be corrected by removing the leaking pipe or fittings and installing new material in place thereof and retesting.

Closing in Uninspected Work: The CONTRACTOR shall not allow nor cause any of this work to be covered or enclosed until it has been inspected, tested and approved by the CITY REPRESENTATIVE. Should any of this work be enclosed or covered before such inspection and test, the CONTRACTOR shall uncover the work at his own expense and after it has been inspected, tested and approved, shall make all repairs with like materials necessary to restore all his work and that of the other CONTRACTORS to its original condition.

#### **801-5.7.3 Sprinkler Coverage Test.**

Add the following to this subsection:

Sprinkler system shall be in 100 % percent working order with head to head spray water coverage

CONTRACTOR shall notify and review sprinkler coverage test with CITY REPRESENTATIVE prior to grass seed operations and park site walk through.

#### **801-6 MAINTENANCE AND PLANT ESTABLISHMENT.**

Delete the entire text and insert in its place the following:

CONTRACTOR shall provide a maintenance bond for \$5,000.00 (Five Thousand Dollars) covering landscape irrigation system for a period of (60) Sixty Calendar days commencing upon the execution of the Notice of Completion of the project by the CITY REPRESENTATIVE, whichever is later. Such service shall be in addition to warranty service otherwise covered by the Contract and shall include all parts and labor and consumables.

Project maintenance work shall be performed weekly and consist of applying water (except initial watering),weeding, fertilization, herbicide, fungicide, mowing (minimum of. once a week),edging, sweeping walks, litter pickup, dispose materials offsite and performing all general project maintenance.

The entire project shall be satisfactorily maintained, commencing from the time that all items of work have been completed as specified in the foregoing

articles of these Special Provision and to the satisfaction of the CITY REPRESENTATIVE.

The CONTRACTOR shall be responsible for detecting diseases and pests as soon as their presence is manifested. He shall take immediate action to identify the disease and/or pest and apply such remedies as are necessary to control the infestation. He shall remove all rodents, taking control measures immediately upon discovery.

During the maintenance and establishment period, all new grass seed areas shall be kept watered and kept weed-free at all times. Weeds shall be removed and disposed of off the site.

Apply supplemental fertilizer on all planted areas as required to sustain growth. The CITY REPRESENTATIVE shall be notified at least two days before starting this operation.

In order to carry out the grass establishment work, the CONTRACTOR shall maintain a sufficient number of men and adequate equipment to perform the work herein specified from the time any grass seeding is done until the end of the Project maintenance Period or until the final approval by the CITY REPRESENTATIVE.

Damaged trees and shrubs shall be replaced immediately, with size and species of like kind

Replacement of grass. All grass areas that show signs of failure to grow at any time during the life of the contract or those areas so injured or damaged as to render them unsuitable for the purpose intended shall be immediately replaced in kind at the expense of the CONTRACTOR.

All existing trees that show signs of failure to grow at any time during maintenance period shall be replaced by the CONTRACTOR upon notice of the CITY REPRESENTATIVE.

Inspections. A written notice requesting an inspection should be submitted to the CITY REPRESENTATIVE at least 48 hours prior to the anticipated date.

Prior to inspection, the site must be thoroughly cleaned up and all excess material and debris removed offsite.

Prior to the start and at the end of the establishment and maintenance period, the CONTRACTOR will be required to have a complete inspection and approval of all landscape features. A proposed schedule of weekly maintenance to be performed shall be submitted by the CONTRACTOR for review and approval of the CITY REPRESENTATIVE prior to commencement of the maintenance period.

## 801-6.1 General Requirements

Maintain all areas within the work limits of the contract on a continuous basis until final acceptance.

Furnish all labor, equipment, materials, tools, services, and special skills required to perform the landscape maintenance as set forth in these Specifications and in keeping with the highest standards of quality and performance.

**801-6.1.1 Scope of Work.** Maintenance shall include continuous maintenance of grass seed area. Maintenance shall include, but not be limited to watering, mowing, fertilization, weed control, and pest control. It is expected that these maintenance practices will keep each site in a state of healthy, vigorous growth. When the CONTRACTOR observes any tree or turf that appears to be declining due to causes that are beyond his control, he must notify the CITY REPRESENTATIVE in writing within 48 hours of observance. The CITY REPRESENTATIVE will investigate, and if in agreement, will provide CONTRACTOR with written validation thereby releasing the CONTRACTOR of replacement responsibility. The maintenance scope of work shall also include paint graffiti removal from restroom building, fencing, windscreen, walls, light poles, play equipment, seat benches, trash receptacles, paving and any and all structures.

Landscaped areas shall be maintained in a vigorous, healthy, and stress-free condition at all times.

Failure by the CONTRACTOR to immediately take corrective action to eliminate plant stress due to i.e., lack of water, insect infestation, etc., will result in penalties assessed against the CONTRACTOR.

### 801-6.1.2 Schedule

General. Coordinate with and provide the CITY REPRESENTATIVE with a maintenance schedule including, but not limited to, schedule for watering, mowing, weeding and fertilizing.

Hours of Work. Perform all work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless approved in advance by the CITY REPRESENTATIVE. No work shall be performed on weekends or the following CITY recognized holidays without written CITY approval:

January 1	New Years' Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day

July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving	
December 25	Christmas Day

Weekly Work Schedule. CONTRACTOR shall provide the CITY REPRESENTATIVE with a written schedule each Thursday of the work to be performed during the following week. If the CONTRACTOR finds that he will be unable to maintain the submitted schedule, he shall immediately advise the CITY REPRESENTATIVE.

**801-6.1.3 Maintenance Function Report.** Maintain and keep current a report form that records all ongoing and additional work, and maintenance functions performed on a daily basis by CONTRACTOR's personnel. The report shall be in a form and content acceptable to the CITY REPRESENTATIVE and shall be submitted to the CITY concurrent with the monthly invoicing. The monthly payment will not be made until such report is received by the CONTRACTOR.

**801-6.1.4  
Personnel**

- (a) General. Provide sufficient personnel to accomplish the work within the allotted time frames as indicated in this Specification. Immediately notify the CITY REPRESENTATIVE when the work force has been removed from the job site due to inclement weather, or other reasons.

Additional Personnel. The CITY REPRESENTATIVE reserves the right to require the CONTRACTOR to provide additional landscape personnel and equipment at no additional cost to the CITY in the event the CONTRACTOR fails to adhere to the maintenance schedule or provide and perform landscape work as specified herein the General Requirements and Maintenance Specifications of the contract.

Supervisor. Provide an English-speaking supervisor who is fully trained in all maintenance responsibilities for the areas. This supervisor shall be onsite at all times while work is being performed.

Dress Code. Employees shall present a neat, well-groomed appearance at all times. Hair (including facial hair) shall be maintained in a neat, well-groomed fashion. Employees with tattoos and/or body piercing that are determined by the CITY



REPRESENTATIVE to be objectionable shall be immediately replaced with a satisfactory employee.

The CONTRACTOR shall pay for and bear the maintenance cost of uniforms for all employees working on the project. The uniforms shall bear the CONTRACTOR's company name, as well as the employee name.

The uniform shall be worn as a complete unit and be fitted properly. The uniform shall be maintained in a clean and neat order with no rips, tears, or permanent stains present.

The proper uniform includes:

Shoes – Safety boots or shoes in good condition. No sandals or tennis shoes shall be worn on the job.

Shirts – All workers shall wear shirts with long or short sleeves with the maintenance company name or other identifying marks.

Employees shall wear a CITY approved safety vest at all times.

- (b) Conduct. Employees shall act in a courteous, professional manner at all times while working on the project. Every effort shall be made to perform the work while creating minimum disturbance to the citizens. Any employee who is determined by the CITY REPRESENTATIVE to be incompetent, disorderly, intemperate, or otherwise objectionable shall be immediately removed from the project and replaced with a satisfactory replacement.

#### **801-6.1.5 Safety**

- (c) General. Perform all work to meet all accepted standards for safe practices assuring the maintenance operation and to safely maintain equipment, machines, and materials, or other hazards consequential or related to the work; and additionally accept the sole responsibility for complying with all local, County, State, or other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA and CAL OSHA Safety Orders at all times so as to protect all persons, including CONTRACTOR's employees, agents of the CITY, vendors, members of the public or others from foreseeable injury or damage to their property. The CONTRACTOR shall inspect all potential hazards at said areas under maintenance and keep a log indicating date inspected and action taken.

Responsibility. It is the CONTRACTOR's responsibility to inspect and identify any condition(s) that renders any portion of the areas under maintenance unsafe, as well as any unsafe practices occurring thereon. The CITY REPRESENTATIVE shall be notified

immediately of any unsafe condition that requires major correction.

The CONTRACTOR shall be responsible for making minor corrections including, but not limited to, filling holes and replacing valve box covers so as to protect members of the public or others from injury.

The CONTRACTOR shall provide the CITY REPRESENTATIVE a contact representative person(s) cellular phone number and email address and shall at all times have a responsible person(s), employed by the CONTRACTOR, to take the necessary action regarding all inquiries and complaints that may be received from the CITY and/or private citizens during normal work hours.

The CONTRACTOR's supervisor shall be equipped with a cellular phone with the capability to respond to emergency calls/complaints within 1 hour of notification. The supervisor shall be in the Orange County area and reachable by the CITY REPRESENTATIVE between 7:00 a.m. and 4:00 p.m., Monday through Friday.

NOTE: All emergency after-hour calls will be responded to by CITY staff.

All complaints shall be abated as soon as possible after notification, to the satisfaction of the CITY REPRESENTATIVE. If any complaint is not abated within a reasonable time, the CITY REPRESENTATIVE shall be notified immediately of the reason for not abating the complaint, followed by a written report to the CITY REPRESENTATIVE within 5-calendar days. If the complaints are not abated within the time specified, or to the satisfaction of the CITY REPRESENTATIVE, the CITY REPRESENTATIVE may correct the specific complaint and the total cost incurred by the CITY will be deducted and forfeited from the payments owing to the CONTRACTOR from the CITY.

#### **801-6.1.6 Emergencies.**

Wherever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the CITY REPRESENTATIVE, may after reasonable attempt to notify the CONTRACTOR, cause such action to be taken by the CITY work force and shall charge the cost thereof against the CONTRACTOR, or may deduct such cost from any amount due to the CONTRACTOR from the CITY.

The CONTRACTOR shall cooperate fully with the CITY in the investigation of any accidental injury or death occurring on the contracted areas, including a complete written report thereof to

the CITY REPRESENTATIVE within 5-calendar days following the occurrence.

**801-6.1.7 Traffic Control.** Cooperate with local authorities relative to handling traffic through the area and make arrangements relative to keeping the working area safe and clear of vehicles. It is intended that most maintenance work be performed without obstructing the flow of traffic whenever possible.

When performing work, make every effort to keep sidewalks, vehicle travel lanes and driveways open at all times.

**801-6.1.8 Sound Control.** Comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

**801-6.1.9 The CITY's Right to do Work.** The CITY reserves the right to do work as required within the contract area. If such alterations affect the provision of this agreement, the CONTRACTOR will be asked to submit a cost for extra work as a result of the alterations.

**801-6.1.10 Protection of Facilities, Structures, and Utilities.** Exercise due care during the performance of work in protecting from damage all existing facilities structures, and utilities both above surface and underground within CITY's ROW. Any cost incurred for damage of CITY deemed to be caused by the CONTRACTOR's neglect shall solely be borne by the CONTRACTOR.

If the CITY requests or directs the CONTRACTOR to perform work in a given area, it will be the CONTRACTOR's responsibility to verify and locate any underground utility systems and for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the CITY REPRESENTATIVE.

**801-6.1.11 Inclement Weather.** During periods of storms, the CONTRACTOR will provide supervisory inspection of the project during regular hours to prevent or minimize possible damage from inclement weather. If remedial work is required beyond the scope of the project, it shall be considered as extra work.

During periods of inclement weather, i.e., rain/wind, the CONTRACTOR's workforce shall accomplish work not affected by such weather, i.e., litter

pickup/spent blossom removal, preventative maintenance, etc.

The CONTRACTOR shall remove all branches and debris resulting from inclement weather as directed by the CITY REPRESENTATIVE.

The CONTRACTOR may be required to perform clean-up tasks as requested by the CITY REPRESENTATIVE during inclement weather.

## **801-6.2 Start of Maintenance and Plant Establishment**

**801-6.2.1 General.** After all work indicated on the plans and herein specified has been completed, inspected and approved by the CITY REPRESENTATIVE the maintenance and plant establishment period will start.

In order to carry out the work, the CONTRACTOR shall maintain a sufficient number of men and adequate equipment to perform the work herein specified from the time any planting is done until the final approval.

If at any time the CONTRACTOR is not performing plant establishment or maintenance work in the opinion of the CITY REPRESENTATIVE the maintenance and establishment period shall be suspended and not restarted until all deficiencies have been corrected to the satisfaction of the CITY REPRESENTATIVE. No payments will be made for work required during the suspended period and the period shall be extended by the length of time of the suspension.

**801-6.2.2 Criteria for Start of Maintenance and Plant Establishment Period.** The maintenance and plant establishment period shall not start until all elements of the project that impact the landscape are completed in accordance with the contract documents.

**801-6.2.3 Inspections.** A written notice requesting an inspection should be submitted to the CITY REPRESENTATIVE at least 48 hours prior to the anticipated date.

Prior to start of the maintenance and plant establishment period, the CONTRACTOR will be required to have a complete inspection and approval of all landscape construction items.

Inspection(s) shall be scheduled at intervals during the landscape and maintenance establishment period. (30, 45 & 60) days

## **801-6.3 Maintenance Tasks**

During the contract period provide all watering, mowing, weeding, fertilizing, herbicide cultivation and spraying necessary to keep the trees and turf in a healthy growing condition and to keep the planted areas neat and attractive. Do not prune trees without written approval of the

CITY REPRESENTATIVE.

**801-6.4 General Maintenance**

- a. Remove trash weekly.
- b. Exterminate vertebrate pest's gopher, mole, etc., and repair damaged areas, as required.

**801-6.5 Weed Control**

**801-6.5.1** Eradicate all noxious weeds from site (i.e., Nut grass, Bermuda grass, Kikuyu grass, Crab grass, etc.)

**801-6.6 Replacement Plantings**

During the maintenance and plant establishment period, all plant materials shall be in a healthy, growing condition and spaced as indicated on the Plans. All trees and turf that show signs of failure to grow at any time during the life of the contract or those plants injured or damaged from any cause, including vandalism, as to render them unsuitable for the purpose intended shall be immediately replaced in kind and size at the expense of the CONTRACTOR.

**801-6.7 Fertilization**

Make two applications of commercial fertilizer with Best Turf Supreme 16-6-8

At the rate of: 8 lbs. per 1000 sq. ft. square feet at the following periods:  
(The fertilization application must be observed by the CITY REPRESENTATIVE)

- Thirty (30) calendar days after the 60- calendar day establishment period has begun.
- Thirty (30) calendar days prior to the end of the 60-calendar day maintenance period.

**801-6.8 Plant Establishment**

All areas that do not show a prompt establishment and does not have 100% percent germination, shall be re-seeded in 7-day intervals until the seed material is established. If a good rate of growth has not been demonstrated within 30 days of seeding, CONTRACTOR shall be responsible to determine the appropriate horticultural practices necessary to obtain good growth. CONTRACTOR shall obtain agronomic soils testing of all areas not showing good growth and shall provide copies of the test results to the CITY REPRESENTATIVE to verify the appropriateness of all maintenance work performed. If additional soil amendments are needed the CONTRACTOR shall provide such amendments at no additional cost to CITY.

**801-6.9 Grading and Drainage**

During the plant establishment period all flow lines shall be maintained

to allow for free flow of surface water. Low spots and pockets shall be graded to drain properly towards the bio swale located on the southwest corner of the site.

**801-6.9.1** Damage to all areas shall be repaired immediately and throughout the plant establishment period.

All litter and debris generated during the performance of this contract shall be removed from the site the same day it is generated and disposed of off-site in the proper manner at the CONTRACTOR's expense.

Papers, plant clippings, animal feces, and other debris shall be removed from sidewalks and other hard surfaces immediately following each maintenance function.

At no time shall paper, plant clippings, or other debris be blown or swept from the landscaped areas and/or hard surfaces onto private property, storm drains or public streets and sidewalks.

**801-6.10 Disease and Pest Control**

- a. Throughout the maintenance and plant establishment period, all grass areas shall be maintained in a disease and pest free condition. A licensed pest control operator shall be retained by the CONTRACTOR to recommend and apply all pesticides, herbicides, and fungicides. Exterminate gophers, moles, and all other rodents, and repair damage. The CONTRACTOR shall be responsible for detecting diseases and pests as soon as their presence is manifested. He shall take immediate action to identify the disease and/or pest and apply such remedies as are necessary to control the infestation. He shall remove all rodents, taking control measures immediately upon discovery.
- b. Pesticides. All materials shall be in strict accordance with and applied within the Standards set forth in the EPA regulations and the California food and Agricultural Code.

Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsion concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be utilized to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.

CONTRACTOR is responsible for obtaining all required permits, and maintaining the required usage documentation with copies sent to the CITY REPRESENTATIVE.

Pesticides shall be applied at times which limit the possibility of

contamination from climatic and other factors. Early morning application shall be made when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff from treated areas.

All pesticide applications shall be in accordance with written recommendations provided by a licensed pest control advisor (PCA) with application performed by a licensed qualified applicator (QAC) with copies of the written recommendations sent to the CITY REPRESENTATIVE.

Spray equipment shall be in good operating condition, quality, and design to efficiently apply material to the target area. Drift will be minimized by avoiding high-pressure application and using water-soluble drift agents.

Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Food and Agricultural Code or EPA regulations.

- c. Rodent Control. Continuously control all rodents within the boundaries of the project. Damage as a result of rodent activity shall be repaired at the CONTRACTOR's expense.

## **801-6.12 End of Maintenance and Plant Establishment Period**

**801-6.12.1 Request for Inspection.** When CONTRACTOR believes the maintenance and plant establishment period is complete, and the project is ready for final acceptance, the CONTRACTOR shall request inspection of the project. The CITY REPRESENTATIVE will not inspect the project for final acceptance until all deficiencies are corrected.

**801-6.12.2 Written Acceptance.** Final acceptance and assumption of maintenance responsibilities by the CONTRACTOR shall occur only upon the CITY REPRESENTATIVE's written acceptance of the project for maintenance.

## **801-6.13 Clean Up**

**801-6.13.1** Remove surplus materials from the site and leave premises in a neat and clean condition each day.

**801-6.13.2** Remove all tags, labels, nursery stakes and ties from all plant material only after the approval of the CITY REPRESENTATIVE.

**801-6.13.3** Prior to acceptance of the project for maintenance, clean up and remove all remaining debris and surplus materials, leaving the premises neat and clean.

**801-7 MEASUREMENT.**

**801-8 PAYMENT.** Replace section with the following:

Payment for "**LANDSCAPE & MAINTENANCE ESTABLISHMENT PERIOD (60) SIXTY CALENDER DAYS**" shall be at the contract **Lump Sum (LS)** bid price and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to watering, mowing, fertilizing, plant replacement, supervision, and all other items necessary to establish and maintain the landscaping for the entire duration of the Post Installation Maintenance period within the limits as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the CITY REPRESENTATIVE and no additional compensation will be allowed therefore.

Add the following:

**801-8.1 Guarantee.**

**801-8.1 CONTRACTOR Guarantee**

All landscape installed under the contract shall be guaranteed for (60) Sixty Calendar Days against any and all poor, inadequate, or inferior materials, and/or workmanship, for the noted period following the date the Project Notice of Completion is filed with the County Recorder. During the guarantee period, irrigation system components, any trees and / or shrubs found to be dead, missing, or in poor condition shall be replaced by the CONTRACTOR within 10 days of written notification. The CITY's REPRESENTATIVE shall be the sole judge as to the condition of the materials. Replacement shall be made in accordance with CITY standards; replacement shall be same size, and kind as originally installed. Landscape materials shall be furnished, planted, and fertilized as specified and guaranteed within these documents. CONTRACTOR shall provide material and labor involved in replacing landscape and irrigation system at no additional cost to the CITY.

The Guarantee form shall be re-typed onto the CONTRACTOR's letterhead and contain the following information:

**100% PERCENT GUARANTEE FOR POSITIVE DRAINAGE TO LOW POINTS ON SITE, GRASS GERMINATION & COMPLETE IRRIGATION SYSTEM**



We hereby guarantee that the landscape planting that we have furnished for the CITY of Garden Grove has been completed in accordance with the drawings and specifications, ordinary wear and tear, unusual abuse, or neglect accepted.

We agree to repair or replace any defects in material or workmanship, which may develop during the following periods dating from the date the Project Notice of Completion is filed with the County Recorder:

We also agree to repair or replace any damaged soils due to erosion, grass seed, trees, shrubs and irrigation resulting from the repairing or replacing of such defects at no additional cost to the CITY. We shall make such repairs or replacements within a reasonable time, as determined by the CITY REPRESENTATIVE, after receipt of written notice. In the event of our failure to make such repairs or replacements within a reasonable time after receipt of such written notice from the CITY REPRESENTATIVE, we authorize the CITY to proceed to have said repairs or replacements made at our expense, and we will pay for the costs and charges therefore upon demand.

**ATTACHMENT "B"  
(BID SCHEDULE)  
IFB S-1279-A**

**WEST HAVEN PARK REHABILITATION PROJECT  
IN THE CITY OF GARDEN GROVE**

**June 14, 2021**

**BASE BID**

ITEM	DESCRIPTION	ESTIMATED	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Soils Engineering Testing	1	LS	\$ 3,000	\$ 3,000
2	Clearing and Grubbing, Chainlink Temporary Fencing and Green Windscreen and Orange Barrier Safety Fencing	1	LS	\$ 120,000	\$ 120,000
3	Unclassified Excavation - Export Removals	1,905	CY	\$ 92	\$ 175,260
4	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	\$ 6,000	\$ 6,000
5	Subgrade Preparation	1	LS	\$ 22,000	\$ 22,000
6	Temporary Traffic Control & Haul Plan	1	LS	\$ 4,000	\$ 4,000
7	Furnish, Place, Compact and Fine Grade Topsoil- Import (4,100 tons) Topsoil Dry Volumn Density Rate = 1,800 lbs. per Cubic Yard	1,905	CY	\$ 115	\$ 219,075
8	Grass Seed (Qty. 218,100 SQ. FT.)	1	LS	\$ 35,000	\$ 35,000
9	Furnish and Place Seed Topper Organic Amendment	170	CY	\$ 100	\$ 17,000
10	Completion of Landscaping Plan per Sheet L-1	1	LS	\$ 25,000	\$ 25,000
11	Landscape Maintenance Establishment Period (60) Sixty Calendar Days	1	LS	\$ 5,000	\$ 5,000
12	Construction Surveying	1	LS	\$ 3,500	\$ 3,500
<b>TOTAL AMOUNT OF BID IN FIGURES</b>					<b>\$0 634,835</b>

**TOTAL AMOUNT OF BID IN WORDS**

*Six hundred thirty four thousand eight hundred thirty five dollars*

**NOTE: THE CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ANY AND ALL DAMAGES OCCURRED TO THE EXISTING FULLY FUNCTIONING IRRIGATION SYSTEM WITH THE SAME SIZE AND MANUFACTURER PRODUCT NUMBER "IN-KIND" AS SHOWN ON THE IRRIGATION PLAN SHEET L-2 AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.**

**LEGEND**

LS= LUM SUM

CY = CUBIC YARDS

**ATTACHMENT "B"**  
**(BID SCHEDULE CONT.)**  
**IFB S-1279-A**

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 to: Furnish all Labor, Material, Tools, Equipment and Incidentals for the Renovation of West Haven Park for the City of Garden Grove.

Lead-time for this service is critical. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed"

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.

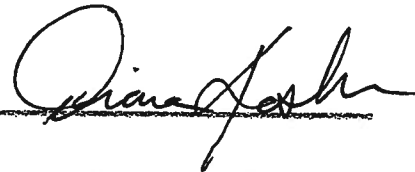
(c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, 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:

Amendment No.	Date
---------------	------

1	

07/09/2021



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



## Bid Results

### Bidder Details

**Vendor Name** KASA Construction Inc  
**Address** 15148 Sierra Bonita Ln.  
Chino, California 91710  
United States  
**Respondee** Hector Zavala  
**Respondee Title** Estimator  
**Phone** 909-457-8260  
**Email** hectorz@kasaconstruction.com  
**Vendor Type**  
**License #** 927544

### Bid Detail

**Bid Format** Electronic  
**Submitted** 07/26/2021 8:47 AM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 261631

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
CSLB.pdf	CSLB.pdf	Valid Contractors License
DIR.pdf	DIR.pdf	DIR Registration for General and Sub Contractors
Statement of Comp.pdf	Statement of Comp.pdf	Statement of Compliance
Subs.pdf	Subs.pdf	Designation of Sub Contractors
Question 2.pdf	Question 2.pdf	Contractor's Questionnaire
SOV.pdf	SOV.pdf	Schedule of Values for all Trades
Ref.pdf	Ref.pdf	References
Question.pdf	Question.pdf	Questionnaire to General Contractors
w9.pdf	w9.pdf	Completed W-9 Form
Bid Bond.pdf	Bid Bond.pdf	Bid Bond
Bid Schedule.pdf	Bid Schedule.pdf	Bid Schedule
Bidders Statement.pdf	Bidders Statement.pdf	Bidders Statement

## Line Item Subtotals

	Section Title	Line Total	
Section 1			\$634,835.00
	<b>Grand Total</b>		<b>\$634,835.00</b>