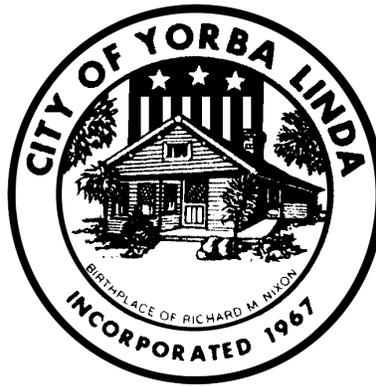


**CITY OF YORBA LINDA  
CALIFORNIA**

**SPECIFICATIONS**

**FOR THE**

**CITY HALL LANDSCAPE RENOVATION PROJECT**



**AUGUST 2022**

**CITY OF YORBA LINDA  
4845 CASA LOMA AVENUE  
YORBA LINDA, CALIFORNIA 92886**

**CITY OF YORBA LINDA**

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FOR THE**

**CITY HALL LANDSCAPE RENOVATION PROJECT**

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**CITY OF YORBA LINDA**

**NOTICE INVITING SEALED BIDS**

**FOR THE**

**CITY HALL LANDSCAPE RENOVATION PROJECT**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received by the **City of Yorba Linda**, as AGENCY, for furnishing all materials, equipment, tools, labor and incidentals as required for the above stated project in strict accordance with the specifications and drawings on file at the office of the City Clerk of the **City of Yorba Linda**.

Bids will be received at the office of the City Clerk, **City of Yorba Linda**, until **9:00 a.m. on Thursday, September 15, 2022**, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside,

**“SEALED BID FOR CITY HALL LANDSCAPE RENOVATION PROJECT– DO NOT OPEN WITH REGULAR MAIL.”**

The work to be conducted hereunder is located at Yorba Linda City Hall, 4845 Casa Loma Ave., Yorba Linda, CA 92886.

**THERE WILL BE A PRE-BID JOB SITE INSPECTION ON TUESDAY, AUGUST 30, 2022, AT THE JOB LOCATION.**

The Agency reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder and reject all other bids; to waive any informality in the bidding; and to accept any bid or portion thereof; and to take all bids under advisement for a period of Ninety (90) calendar days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the Bid Sheets. Only such plans, specifications, and items of work as are appropriate shall apply to the work as bid.

At the time of contract award, the contractor shall possess a Class A Contractor's License or a combination of Specialty Contractor's License(s) adequate to perform the work herein described. All subcontractors shall have equivalent licenses for their specific trades. The contractor and all subcontractors shall have a valid **City of Yorba Linda** business license prior to commencing work. The contractor and all subcontractors must obtain all necessary building permits with the City of Yorba Linda.

Each bid must be accompanied by a certified or cashier's check, or by a corporate surety bond on the form furnished by the AGENCY, as a guarantee that the bidder will,

if an award is made to him in accordance with the terms of his bid, promptly secure workmen's compensation insurance and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of material and laborers thereunder. Said check or bidder's bond shall be in an amount not less than 10 percent of the amount of the bid. The Performance Bond shall be not less than 100 percent of the total amount of the bid price named in the contract. The Payment Bond shall be not less than 100 percent of the total amount of the bid price named in the contract. The AGENCY reserves the right to reject any bond if, in the opinion of the AGENCY Attorney, the Surety's acknowledgment is not in the form included in the contract documents or in another form substantially as prescribed by law.

Minimum wage rates for this project have been predetermined by the Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates as determined by the State for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations are on file in the office of the Engineering Department of the **City of Yorba Linda**. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than said specified rates to all workmen employed by them in the execution of the contract.

**CONTRACTOR'S REGISTRATION:** In accordance with Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on a or be listed in a bid proposal or (b) engage in the performance of any contract for public work, unless currently registered and qualified to perform the public work pursuant to Labor Code section 1725.5. A bid shall not be accepted, nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform the public work pursuant to Labor Code section 1725.5.

**COMPLIANCE MONITORING AND ENFORCEMENT:** Pursuant to Labor Code section 1771.4, Contractor's performance of the work described in this Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

**The City of Yorba Linda** hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business and Women's Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award.

The Contract Documents call for monthly progress payments based upon the Engineer's estimate of the percentage of work completed. The AGENCY will retain 5 percent of each progress payment as security for completion of the balance of the work.

At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Government Code Section 4590 and the provisions of the Contract Documents pertaining to the Substitution of Securities.

Complete sets of said contract documents shall be made available by contacting Kelly Ridenour, at [kridenour@yorbalindaca.gov](mailto:kridenour@yorbalindaca.gov) or on the City website, [www.yorbalindaca.gov](http://www.yorbalindaca.gov).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF YORBA LINDA  
CALIFORNIA

BY: \_\_\_\_\_  
Marcia Brown  
City Clerk

4845 Casa Loma Avenue  
Yorba Linda, CA 92886  
(714) 961-7100

**CITY OF YORBA LINDA**  
**INSTRUCTIONS TO BIDDERS**  
**FOR**

**CITY HALL LANDSCAPE RENOVATION PROJECT**

1. PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

2. PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

3. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

4. PROPOSAL BID SHEET

Bidders shall give unit prices for each, and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid-opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside,

**“SEALED BID FOR CITY HALL LANDSCAPE RENOVATION PROJECT– DO NOT OPEN WITH REGULAR MAIL.”**

6. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

7. IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

8. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

9. DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

10. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he may submit to the City Representative of said AGENCY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Representative will not be responsible for any other explanation or interpretations of the proposed documents. **Request for Information (RFI) must be made to the City Representative, via email - bskeene@yorbalindaca.gov, no later than 9:00 a.m., Tuesday, September 6, 2022.**

Parks and Recreation Department  
City of Yorba Linda  
714-961-7160

11. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid and said addenda shall be made a part of the contract documents and shall be returned with them. Before submitting his bid, each bidder shall inform himself as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render his bid irregular, and may result in its rejection by the AGENCY.

12. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

13. AWARD OF CONTRACT

Following a review of the bids, the AGENCY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the AGENCY. At the time of contract award, the successful Bidder shall possess a State of California Class A

Contractor's License or a combination of Specialty Contractor's License(s) adequate to perform the work here-in described. All subcontractors shall have equivalent licenses for their specific trades issued by the State of California. The Contractor and all subcontractors shall have a valid **City of Yorba Linda** business license prior to commencing any work. The contractor and all subcontractors must obtain all necessary building permits with the City of Yorba Linda.

Additionally, the AGENCY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

No bidder may withdraw his proposal for a period of ninety (90) days after the time set for opening thereof. However, the AGENCY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

14. LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the AGENCY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the State Director of the Department of Industrial Relations. These rates are on file with the Clerk of the AGENCY, and copies will be made available to any interested party on request. It shall be the responsibility of the prime Contractor to comply with all applicable sections of the Labor Code.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The AGENCY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of a claim against the AGENCY on the contract.

The Contractor and subcontractors shall comply with Section 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

**CONTRACTOR'S REGISTRATION:** In accordance with Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on a or be listed in a bid proposal or (b) engage in the performance of any contract for public work, unless currently registered and qualified to perform the public work pursuant to Labor Code section 1725.5. A bid shall not be accepted, nor any contractor or subcontract entered into without proof of the contractor or subcontractor's current registration to perform the public work pursuant to Labor Code section 1725.5.

15. WORKER'S COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

16. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the

awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

17. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the AGENCY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

18. SUBSTITUTION OF SECURITIES

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a State or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by AGENCY of Contractor's satisfactory completion of the contract.

The type of securities deposited, and the method of release shall be approved by the City Attorney's office.

**CITY OF YORBA LINDA**

**PROPOSAL**

**CITY HALL LANDSCAPE RENOVATION PROJECT**

TO CITY OF YORBA LINDA, as AGENCY:

In accordance with AGENCY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

LICENSE REQUIREMENT: At the time of contract award, the CONTRACTOR shall possess a State of California Class C Contractor's License or a combination of Specialty Contractor's License(s) adequate to perform the work here-in described. All subcontractors shall have equivalent licenses for their specific trades. The Contractor and all subcontractors shall have a valid **City of Yorba Linda** business license prior to commencing any work. The contractor and all subcontractors must obtain all necessary building permits with the City of Yorba Linda.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME \_\_\_\_\_

DATE \_\_\_\_\_

BIDDER'S ADDRESS:

\_\_\_\_\_

BY \_\_\_\_\_

(Print Name)

\_\_\_\_\_

\_\_\_\_\_

(Signature)

PHONE NO. (\_\_\_\_) \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2022

BY \_\_\_\_\_

(Print Name)

(Signature of Notary Public)

\_\_\_\_\_

(Signature)

TITLE \_\_\_\_\_

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

State Contractor's License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

DIR Contractor Registration Number \_\_\_\_\_

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

\_\_\_\_\_  
\_\_\_\_\_

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

\_\_\_\_\_  
\_\_\_\_\_

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me By \_\_\_\_\_  
(Print Name)

this \_\_\_\_\_ day of \_\_\_\_\_, 2022. \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature of Notary Public)

(SEAL)

Title \_\_\_\_\_

Date \_\_\_\_\_, 2022.

BIDDER'S NAME \_\_\_\_\_

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ Contact: \_\_\_\_\_  
Description of Work \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ Contact: \_\_\_\_\_  
Description of Work \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ Contact: \_\_\_\_\_  
Description of Work \_\_\_\_\_

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_

CONTRACTOR'S LICENSING STATEMENT

Bidder certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number \_\_\_\_\_

Name of Individual Contractor (Print or type):

\_\_\_\_\_

Signature of Owner(s)

Business Address \_\_\_\_\_

or

Name of Company \_\_\_\_\_

Business Address \_\_\_\_\_

Officers:

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

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

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

or

Name of Corporation \_\_\_\_\_

Business Address \_\_\_\_\_

Corporation organized under the laws of the State of \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Signature of President of Corp./Company

\_\_\_\_\_  
(Signature of Notary Public)  
(SEAL)

\_\_\_\_\_  
Signature of Secretary of Corp./Company  
(SEAL)

CITY OF YORBA LINDA

BID BOND  
FOR THE

CITY HALL LANDSCAPE RENOVATION PROJECT

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as BIDDER, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the **City of Yorba Linda**, as AGENCY, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is ten percent (10%) or more of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER and BIDDER files the required Faithful Performance and Labor and Material Bonds in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

In the event suit is brought upon this bond by AGENCY and judgment is recovered, the Surety shall pay all costs incurred by the AGENCY in such suit, including reasonable attorney's fee to be fixed by the Court.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
CONTRACTOR (CORPORATION)-TYPE

(SEAL)

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

By: \_\_\_\_\_  
Secretary/Treasurer

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Seal of Notary \_\_\_\_\_  
(Signature of Notary Public)

(SEAL)

\_\_\_\_\_  
SURETY'S NAME-TYPE

(SEAL)

\_\_\_\_\_  
Mailing Address

By: \_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Signature of Notary Public)

(SEAL)

BIDDER'S NAME \_\_\_\_\_

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID

STATE OF CALIFORNIA        )  
  ) SS  
COUNTY OF                    )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid."

Signed \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Title

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

Seal of Notary \_\_\_\_\_  
Notary Public

CITY OF YORBA LINDA  
PROPOSAL BID FORM  
FOR

**CITY HALL LANDSCAPE RENOVATION PROJECT**

**BASE BID**

NO.	CONSTRUCTION ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$	\$
2	Clearing and Grubbing (including removal and disposal of existing turf, shrubs, groundcover, miscellaneous site debris, existing irrigation and concrete header)	1	LS	\$	\$
3	Removal and Disposal of Existing Trees	16	EA	\$	\$
4	Landscape Boulder (2' x 2')	4	EA	\$	\$
5	Landscape Boulder (3' x 3')	4	EA	\$	\$
6	Landscape Boulder (4' x 4')	6	EA	\$	\$
7	Landscape Boulder (5' x 5')	2	EA	\$	\$
8	Landscape Boulder (6' x 6')	3	EA	\$	\$
9	Irrigation System	1	LS	\$	\$
10	Soil Prep and Fine Grading	8,570	SF	\$	\$
11	Weed Abatement	8,750	SF	\$	\$
12	24" Box Trees	7	EA	\$	\$
13	Shrub - 15 gallon	56	EA	\$	\$
14	Shrub - 5 gallon	509	EA	\$	\$
15	Shrub - 1 gallon	661	EA	\$	\$
16	Wood Mulch - 3" Depth	80	CY	\$	\$
17	Ninety (90) Day Maintenance Period	1	LS	\$	\$

**TOTAL BASE BID AMOUNT IN FIGURES**

\$ \_\_\_\_\_

**TOTAL BASE BID AMOUNT IN WORDS**

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**CITY OF YORBA LINDA**  
**PROPOSAL BID SHEETS**  
**FOR THE**  
**CITY HALL LANDSCAPE RENOVATION PROJECT**

- 1 *The quantities listed for each item in the Proposal Bid Sheets are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed, and the BIDDER shall make his own estimates from the Plans & Specifications. In case of a variation between the Unit Price and the corresponding item Total shown by the BIDDER, the Unit Price shall be considered to be the Bid. The Bidder will be paid for each item by the actual quantity required and installed on the project.*
- 2 *The City of Yorba Linda desires to construct all improvements within these Plans & Specifications . However, the CITY reserves the right to reject portions or all of the above bid items if sufficient funds are not available, or the CITY determines it is not in the CITY's best interest to award the Contract.*

BIDDER'S NAME: \_\_\_\_\_

**CITY OF YORBA LINDA**  
**PROPOSAL BID SHEETS**  
**FOR THE**  
**CITY HALL LANDSCAPE RENOVATION PROJECT**

PROPOSAL

No compensation will be allowed for disposing of rejected or excess material. The City reserves the right to reject all bids and to increase or decrease the amount of any quantity shown on the Proposal Bid Sheets. Award of contract shall be base on lowest responsible bidder's base bid, in the event of awarding additive alternate(s), the award will be determined by the lowest responsible bidder's total of base bid plus additive alternate(s) selected. In case of a variation between the unit price and the totals shown by the bidder, the total cost will be considered to be the bid.

Bidder's Name \_\_\_\_\_  
Telephone No. \_\_\_\_\_

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNATURE NOTARY PUBLIC \_\_\_\_\_

By \_\_\_\_\_  
(PRINT)

\_\_\_\_\_  
(SIGNATURE)

(SEAL)

Title \_\_\_\_\_

**CITY OF YORBA LINDA  
CONSTRUCTION CONTRACT**

**CITY HALL LANDSCAPE RENOVATION PROJECT**

**1. PARTIES AND DATE.**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Yorba Linda, a municipal organization organized under the laws of the State of California with its principal place of business at 4845 Casa Loma Avenue, Yorba Linda, California 92886 (“City”) and **[INSERT NAME]**, a **[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]**, with its principal place of business at **[INSERT ADDRESS]** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of **landscape renovation** services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing **landscape renovation** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform such **landscape renovation** services in the State of California, and that it is familiar with the plans of City.

2.3 Project. City desires to engage Contractor to render such services for the **City Hall Landscape Renovation Project** (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, **PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS** as required by the Contract.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Plans and Specifications for City Hall Landscape Renovation Project**.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.3 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.4 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within 90 working days from the date of the Notice to Proceed. Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **Two Hundred Fifty Dollars (\$250.00) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for

herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

3.6 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.7 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

3.8 Compensation and Payment.

3.8.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **[INSERT WRITTEN DOLLAR AMOUNT] Dollars (\$[INSERT NUMERICAL DOLLAR AMOUNT])** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.8.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead,

profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

3.8.3 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.8.4 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.8.5 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.8.6 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.8.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.9 Termination. This Contract may be terminated by City at any time by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.10 Completion of Work. When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.11 City's Representative. The City hereby designates **Brad Skeene**, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.12 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.13 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.14 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the California Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advanced written notice.

3.15 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and

all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials' officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

### 3.16 Insurance.

3.16.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.16.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the indemnity provisions of the Contract, the Contractor in partial performance of its obligations under such Contract, shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

3.16.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" Form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit.

The policy shall contain no endorsements or provisions limiting coverage for (1) explosion, collapse or underground hazard (XCU); (2) products and completed operations; (3) contractual liability; (4) third party action over claims; (5) cross liability exclusion for claims or suits by one insured against another; or (6) contain any other exclusions contrary to this Contract.

3.16.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

3.16.2.3 Contractors Pollution Liability. *(Include this clause if there is a pollution liability exposure.)*

Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including

death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

For projects involving transportation of hazardous waste/materials, include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

3.16.2.4 Builder's Risk Insurance. *(Include this clause if structures are not to be covered under the City's Property Insurance Program.)*

Builder's Risk Insurance for any property constructed on behalf of the City, to cover "all risk" of physical loss providing coverage for loss or damage from collapse, including collapse resulting from design error. The value insured shall cover 100% of the completed Contract cost and shall be maintained until full acceptance of the Work.

3.16.2.5 Professional Liability. *(Include this clause for construction managers and design-build contractors.)*

Professional Liability Insurance with minimum limits of \$3,000,000. Covered professional services shall specifically include all work to be performed under the Contract and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Initial Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

3.16.2.6 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.16.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

3.16.3.1 The policy or policies of insurance required by Section 3.16.2.1 (Commercial General Liability) and 3.16.2.3 (Contractors Pollution Liability) shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.16.3.2 The policy or policies of insurance required by Section 3.16.2.2 (Automobile Liability) and 3.16.2.5 (Professional Liability) shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.16.3.3 The policy or policies of insurance required by Section 3.16.2.4 (Builder's All Risk) shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (3) Loss Payee: Losses payable under this policy shall be adjusted with the Named Insured and paid to City as its interests may appear.

3.16.3.4 The policy or policies of insurance required by Section 3.16.2.6 (Workers' Compensation) shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.16.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.16.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.16.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.16.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.16.8 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance

coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contractor.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

3.16.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.16.10 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subcontractor's policies.

### 3.17 Bond Requirements.

3.17.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.17.2 Performance Bond. If specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.17.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, the Contractor shall, upon request of the City, cause the amount of the bond to be

increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Total Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.17.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.18 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.19 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and

replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.20 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.21 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee.

3.22 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or

other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.23 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.24 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.25 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.26 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly

registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.27 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.28 Payroll Records. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

3.29 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.30 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

3.31 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.32 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become

effective at the time the City tender final payment to the Contractor, without further acknowledgment by the Parties.

3.33 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**City**

City of Yorba Linda  
4845 Casa Loma Avenue  
Yorba Linda, CA 92886  
Attn: Brad Skeene

**Contractor**

**[INSERT NAME]**  
**[INSERT ADDRESS]**  
**[INSERT ADDRESS]**  
Attn: **[INSERT NAME]**

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.34 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.35 Time of Essence. Time is of the essence in the performance of this Contract.

3.36 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.37 Governing Law. This Contract shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.38 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.39 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.40 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing Party in such action shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

3.41 Claims of \$375,000 or Less. Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.42 Prohibited Interests.

3.42.1 Solicitation. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.42.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.43 Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.44 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

***[Signatures on following page.]***

CITY OF YORBA LINDA

[INSERT NAME OF CONTRACTOR]

By: \_\_\_\_\_  
Carlos Rodriguez  
Mayor

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

Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
Dianna Honeywell  
Finance Director

Attest:

[If Corporation, TWO SIGNATURES, President **OR**  
Vice President **AND** Secretary, **AND** CORPORATE  
SEAL OF CONTRACTOR REQUIRED]

By: \_\_\_\_\_  
Marcia Brown  
City Clerk

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

Name: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_  
Rutan & Tucker LLP  
City Attorney

\_\_\_\_\_  
Classification of Contractor's License

**EXHIBIT "A"**  
**PLANS AND SPECIFICATIONS**

The following plans and specifications are incorporated into this Contract herein by this reference:

**CITY HALL LANDSCAPE RENOVATION PROJECT**  
**PLANS AND SPECIFICATIONS**  
**AUGUST 2022**

ORANGE\KSD\4984

BBK: DECEMBER 2003

**EXHIBIT "B"**  
**SPECIAL CONDITIONS**

THE CITY REQUIRES CONTRACTOR TO FURNISH PAYMENT AND  
PERFORMANCE BONDS PURSUANT TO SECTIONS 3.17.1 AND 3.17.2 OF THE  
CONTRACT.

**FAITHFUL PERFORMANCE BOND  
FOR  
CITY HALL LANDSCAPE RENOVATION PROJECT**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,as  
CONTRACTOR, and \_\_\_\_\_ as  
SURETY, are held and firmly bound unto the **CITY OF YORBA LINDA** as AGENCY, in the  
penal sum of: \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) which is one hundred percent (100%) of the total  
contract amount for the above stated project, for the payment of which sums CONTRACTOR  
and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been  
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the  
above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the  
contract documents in the manner and time specified therein, then this obligation shall be null  
and void; otherwise it shall remain in full force and effect in favor of AGENCY; provided that any  
alterations in the obligations or time for completion made pursuant to the terms of the contract  
documents shall not in any way release either CONTRACTOR or SURETY and notice of such  
alterations is hereby waived by SURETY.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(seal)

\_\_\_\_\_  
CONTRACTOR (CORPORATION-TYPE)

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

By: \_\_\_\_\_  
SECRETARY/TREASURER

**NOTE: SIGNATURE OF CORPORATE OFFICIALS AND SURETY OFFICIALS MUST BE  
NOTARIZED**

ORANGE\KSD\4984

BBK: DECEMBER 2003

**PERFORMANCE BOND (Page 2)**

(seal)

\_\_\_\_\_  
SURETY'S NAME-TYPE

\_\_\_\_\_  
MAILING ADDRESS (SURETY)

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

\_\_\_\_\_  
Title

NOTE: SIGNATURE OF CORPORATE OFFICIALS AND SURETY OFFICIALS MUST BE NOTARIZED

BOND APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY - CITY OF YORBA LINDA

**MATERIAL AND LABOR PAYMENT BOND  
FOR  
CITY HALL LANDSCAPE RENOVATION PROJECT**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,as  
CONTRACTOR, and \_\_\_\_\_ as  
SURETY, are held and firmly bound unto **THE CITY OF YORBA LINDA** as AGENCY, in the  
penal sum of: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), which is one hundred percent (100%) of the total contract amount for the  
above stated project, for the payment of which sums CONTRACTOR and SURETY agree to be  
bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been  
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the  
above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or  
materials of any kind used in the performance of the work to be done under said contract, or fails  
to submit amounts due under the State Unemployment Insurance Act with respect to said labor,  
SURETY will pay for the same in an amount not exceeding the sum set forth above, which  
amount shall insure to the benefit of all persons entitled to file claims under the State Code of  
Civil Procedures; provided that any alternations in the work to be done, materials to be  
furnished, or time for completion made pursuant to the terms of the contract documents shall  
not in any way release either CONTRACTOR or SURETY and notice of such alterations is  
hereby waived by SURETY.

WITNESS our hand this \_\_\_ day of \_\_\_\_\_, 2022

(seal)

\_\_\_\_\_  
CONTRACTOR (CORPORATION-TYPE)

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

By: \_\_\_\_\_  
Secretary/Treasurer

**NOTE: SIGNATURE OF CORPORATE OFFICIALS AND SURETY OFFICIALS MUST BE  
NOTARIZED**

ORANGE\KSD\4984

BBK: DECEMBER 2003

**PAYMENT BOND (Page 2)**

(seal)

\_\_\_\_\_  
Surety's Name - Type

\_\_\_\_\_  
Mailing Address (Surety)

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

\_\_\_\_\_  
Title

NOTE: SIGNATURE OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED

BOND APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY - CITY OF YORBA LINDA

**EXHIBIT "C"**  
**CERTIFICATION**  
**LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**[INSERT CONTRACTOR'S NAME]**

By:

\_\_\_\_\_ **[INSERT NAME]**  
**[INSERT TITLE]**

**CITY OF YORBA LINDA**  
**GENERAL SPECIFICATIONS**  
**FOR THE**  
**CITY HALL LANDSCAPE RENOVATION PROJECT**

**SCOPE OF WORK**

The work to be conducted hereunder includes but not limited to the removal of turf, shrubs, trees, irrigation equipment, concrete header, and the installation of shrubs, trees, mulch and irrigation equipment.

**LOCATION OF WORK**

The general location and limits of the work are at Yorba Linda City Hall, 4845 Casa Loma Ave., Yorba Linda, CA, 92886.

**TIME OF COMPLETION**

The Contractor shall complete all work in every detail within the 90 working days from the notice to proceed.

**TRAFFIC REQUIREMENTS**

The Contractor shall provide delineation in accordance with, and comply with, the latest editions of the HPWA, APWA, the Work Area Traffic Control Handbook ("W.A.T.C.H." handbook) and the California Manual of Traffic Controls (refer to signage, barriers, and lane closure sections). No street closures shall be made without the prior approval of the City Representative and appropriate encroachment permit(s) as required.

**SPECIAL REQUESTS**

The Contractor may be requested by the City representative to perform special tasks that are above the normal scheduled work (i.e., citizen requests, coordination with special work orders relative to City functions, special event preparation). It is intended that the Specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work or altered work schedules at no additional cost to the City.

**PROJECT INSPECTIONS**

Upon request, the Contractor will walk the project area with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Typically, the inspections are daily and require the presence of the contract supervisor. Inspections may be required more frequently at the discretion of the City Representative.

## SUPERVISION AND SKILLS

The Contractor shall assign a supervisor within the city limits of the City of Yorba Linda, working regular working hours for the duration of this Contract. The supervisor shall be capable of communicating effectively both in written and spoken English and background must include experience on projects of the type presented in this specification.

The Contractor shall outfit the supervisor with a cellular phone capable of receiving and making calls within the City limits and surrounding areas.

## EMERGENCY RESPONSE

The Contractor shall be available twenty-four (24) hours per day, seven (7) days per week to respond to all emergencies within two (2) hours of notification or “attempted notification.” If Contractor cannot be notified or does not respond in a timely manner, any costs incurred, by the City to remediate the situation, will be paid by the Contractor.

## LICENSE AND PERMITS

At the time of contract award, the CONTRACTOR shall possess a State of California Class C Contractor’s License or a combination of Specialty Contractor’s License(s) adequate to perform the work here-in described. All subcontractors shall have equivalent licenses for their specific trades. The Contractor and all subcontractors shall have a valid **City of Yorba Linda** business license prior to commencing any work. The contractor and all subcontractors must obtain all necessary building permits with the City of Yorba Linda.

## DRESS CODE AND APPEARANCE

All Contractors’ personnel shall be required to wear a uniform shirt bearing company name while on the project. Uniform shall present a neat and clean appearance of personnel at all times. Uniform shall consist of a shirt and jacket with company name and employee name.

## SAFETY ORDERS

Contractor shall be responsible for providing a safe workplace, and be responsible for compliance with standards and regulations of the California Occupational Safety and Health Act (Cal/OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) Laws and Regulations, and any other applicable governmental law or City risk management standards.

## UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1-800-227-2600. Contractor shall provide the agency with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

1. Southern California Gas Company (Distribution)  
1919 State College Boulevard  
P.O. Box 3334  
Anaheim, CA 92803  
Steve Alcalá (714) 634-3185
2. AT&T  
3939 East Coronado Street  
Anaheim, CA 92807  
Greg Griffith (714) 237-6019
3. Southern California Edison Company (Distribution)  
1851 W. Valencia Drive  
Fullerton, CA 92633  
Jeff Cessna (714) 870-3149
4. Yorba Linda Water District  
4622 Plumosa Drive  
P.O. Box 309  
Yorba Linda, CA 92886  
Ken Vecchiarelli (714) 701-3100
5. Time Warner  
7441 Chapman Avenue  
Garden Grove, CA 92841  
Don Simons (714) 903-8347
6. MWD  
P.O. Box 54153  
Los Angeles, CA 90054-0153  
Kiren Callanan (213) 217-7474
7. Orange County Sanitation District  
P.O. Box 8127  
Fountain Valley, CA 92728-8127  
Lynn Elliot (714) 962-2411
8. Golden State Water Company  
500 Cameron  
Placentia, CA 92870  
Terry Murphy (714) 528-1463 ext108
9. Southern California Gas Company (Transmission)  
9400 Oakdale Avenue  
Chatsworth, CA 91311-6511  
Roselyn Squires (818) 701-4546
10. Southern California Edison Company (Transmission)  
14799 Chestnut Street  
Westminster, CA 92683  
Lisa Salinas (714) 934-0838
11. MWD  
3972 Valley View  
Yorba Linda, CA 92886  
Rick Bicker (714) 577-5084

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (714) 369-0680 at least 2 working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in his schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet(s) and no additional compensation will be allowed.

#### THE CITY'S RIGHT TO DO WORK

The City reserves the right to do any work as required within the contract area. If such alterations affect the provision of this Agreement, the Contractor will be asked to submit justification and an estimated cost as a result of the alterations.

#### COOPERATION AND COLLATERAL WORK

The Contractor shall recognize that during the course of the contract other activities and operations will be conducted by the City and/or other contractors. These activities will include but are not limited to: turf and landscape maintenance; landscape refurbishment; irrigation system maintenance, modification or repair; construction; and storm related operations.

The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request made by the City representative.

#### FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

#### PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

During periods of inclement weather, the Contractor will provide supervisory inspection of the project during regular working hours to prevent or minimize possible damage. The Contractor shall submit a report identifying any damage to the City representative attached to a site map identifying location of damage and cost estimate to repair/replace.

It is the Contractor's responsibility for removing debris accumulated by winds or other typical or non-typical environmental conditions.

### PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Contractor shall exercise care in protecting from damage all existing facilities, structures, and utilities, both above surface and underground, on the City's property. Any damage to City property deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no additional cost to the City.

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 systems, (i.e., utility lines). This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

### REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least two (2) hours. Water shall not be allowed to rise unequally against any walls for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above statement. Dewatering shall be accomplished by well points or some other method, which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the City's representative.

Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed, therefore.

### STANDARD SPECIFICATIONS

The Standard Specifications of the AGENCY are contained in the latest edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, including all

supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated  
P.O. Box 3031 Terminal Annex  
Los Angeles, California 90051  
(213) 202-7775

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Plans, General Specifications, Special Provisions, or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the Standard Specifications (latest edition) of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

State of California - Department of Transportation  
Central Publication Distribution Unit  
6002 Folsom Boulevard  
Sacramento, California 95819

References in the Special Provisions to Standard Plans shall mean those specific standard plans as selected by the City's representative from the Standard Plans of the **City of Yorba Linda**, and where applicable, the APWA Standard Plans for Public Works Construction (latest edition) the Standard Plans of the County of Orange and State Department of Transportation, (latest edition).

References in the Special Provisions and on the Signal Plans to the "CALTRANS Standard Plans" shall mean the applicable Standard Plans of the State of California, Business and Transportation Agency, Department of Transportation, (latest edition).

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials

and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

## WAGE RATES AND LABOR CODE REQUIREMENTS

### Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1770, 1773 and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Secretary of the Board of Directors and are available for review upon request.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Agency 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 subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code, excerpt copies of which are contained in Appendix II of these Specifications. Sections 1774 and 1775 require the Contractor and all Subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

### Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or

journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions.

The Contractor must also comply with the requirements regarding Federal trainees noted in the Federal Requirements Section of these Special Provisions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

#### RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS.

Effective January 1, 1991, Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, nonbinding judicially supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less.

"Public work" has the same meaning as in Section 3100 and 3106 of the Civil Code, ..." (20104 (b) (1)).

"Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise entitled to, or (C) and amount the payment of which is disputed by the local agency. (20401(b) (2)).

The following requirements apply to all contracts entered into after January 1, 1991, and all claims to which this section applies: (All references are to Section 20141.2 et seq.).

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b)
  - (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the

claimant in producing the additional information or requested documentation, whichever is greater.

- (c)
  - (1) For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond on writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the receipt of further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim, which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law."

#### CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the AGENCY to supply goods, services or materials, the CONTRACTOR or Subcontractor(s) offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professional Code arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the AGENCY tenders final payment to the CONTRACTOR without further acknowledgment by the parties.

#### SUBSTITUTION OF SECURITIES

In conformance with the State of California Government Code Chapter 13, Section 4590, the CONTRACTOR may substitute securities for any monies withheld by the AGENCY to ensure performance under the contract.

At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such monies to the CONTRACTOR upon notification by AGENCY of CONTRACTOR's satisfactory completion of the contract.

**The type of securities deposited, and the method of release shall be approved by the City Attorney's office.**

#### METHOD OF PAYMENT

## *Invoices*

The Contractor shall present an invoice for work completed during the previous month. The invoice shall reflect work required by this specification at the predetermined contracted amount and also reflect extra work assigned during the period.

- i. Required reports shall be submitted with the monthly invoice and shall be reflective of the work functions accomplished during that period. Failure to submit monthly reports will delay payment.
- ii. Monthly invoices shall be mailed to:

City of Yorba Linda  
Parks and Recreation Department  
4845 Casa Loma Ave  
Yorba Linda, CA 92886

## HOURS OF WORK AND SCHEDULING

Normal work hours are from 7:00 a.m. to 4:00 p.m., Monday through Friday. The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation.

## SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to this agreement.

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.

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

## CONSTRUCTION MAINTENANCE EQUIPMENT VEHICLES

The Contractor shall take all necessary precautions for the safe operation of equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by the City representative to be unsafe, in disrepair, or unsatisfactory shall be repaired or replaced immediately at no additional cost to the City. All transportation vehicles shall have the Contractor's name clearly visible.

## ADDITIONS/DELETIONS TO SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the General Maintenance Requirements and Specific Work Requirements.

Any changes in this Specification that may cause the Contractor to incur additional expense shall be negotiated with the City representative upon written request and justification.

**CITY OF YORBA LINDA**

**SPECIAL PROVISIONS**

**FOR**

**CITY HALL LANDSCAPE RENOVATION PROJECT**

The section numbers of the following Special Provisions coincide with those of the latest edition of the Standard Specifications for Public Works Construction ("Green Book"). Only those sections requiring amendment or elaboration, or specifying options, are called out.

**PART 1 - GENERAL PROVISIONS**

**SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.**

**1-2 DEFINITIONS.**

Agency/City -	City of Yorba Linda
Board -	City Council
Caltrans -	California Department of Transportation
County -	County of Orange
Agency Inspector -	City's representative
Federal -	United States of America
State -	State of California

**SECTION 2 - SCOPE AND CONTROL OF THE WORK.**

**2-1 AWARD AND EXECUTION OF CONTRACT.**

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

Contract Agreement  
Faithful Performance Bond  
Material and Labor Payment Bond  
Public Liability and Property Damage Insurance Certificate  
Automobile Insurance Certificate  
Worker's Compensation Insurance Certificate

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee at the sole discretion of Agency.

The Contract Agreement shall not be considered binding upon the Agency until executed by the authorized Agency officials. A corporation to which an award is made may be required, before the Contract Agreement is executed by the Agency, to furnish

evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

## **2-4 CONTRACT BONDS.**

Both the Faithful Performance Bond and the Material and Labor Bond shall each be for not less than one hundred percent (100%) of the total contract amount.

The Labor and Material Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion.

The Faithful Performance Bond for electrical/mechanical equipment will be held for six (6) months after said date.

## **2-5 PLANS AND SPECIFICATIONS.**

### **2-5.1 General.**

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the City's representative. Final payment will not be made until this requirement has been met.

### **2-5.3.3 Submittals.**

Three (3) original of each product submittal shall be transmitted to the City's representative, along with a sequentially numbered Submittal Response Form (see Appendix). One (1) photocopy of the submittal shall be returned to the Contractor with the Submittal Response Form appropriately marked.

### **2-5.3.3 Submittals.**

The Contractor shall furnish for approval, within fifteen (15) working days following award of the Contract, all submittals as required on the Plans or in the Specifications. This provision shall not authorize any extension of time for performance of the Contract. The City's representative will check and approve such samples, within ten (10) working days from receipt of same, only for conformance with design concept of work and for compliance with information given in Contract Documents. Work shall be in accordance with approved submittals.

Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

Samples of materials and/or articles shall, upon demand, be submitted for tests or examinations and consideration before incorporation of same in work started.

The Contractor shall be solely responsible for delays due to samples not being submitted in time to allow for proper time to make tests. Acceptance or rejection will be expressed in writing.

The City's representative shall have sole discretion as to the acceptance or rejection of submittals.

Materials furnished must be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the Contractor.

## **2-8 RIGHT-OF-WAY.**

The Agency will acquire all rights of way, easements and rights of entry as required for this project. The Contractor shall verify that the acquisition(s) is completed prior to beginning any work outside of the public right of way. In the event the required easements have not yet been acquired by the Agency, the Contractor shall conduct his operation so as to confine his work to the limits of the existing right-of-way.

## **SECTION 3 - CHANGES IN WORK.**

### **3-3.2.4 Markup.**

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

## **SECTION 4 - CONTROL OF MATERIALS**

### **4-1 MATERIALS AND WORKMANSHIP**

#### **4-1.3.1 General.**

The Agency will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet specifications.

#### **4-1.6 Trade Names of Equals.**

The Agency is requiring sole-source products for completion of the proposed work. **Substitutions will not be allowed, without prior pre-approval of equal.**

## **SECTION 5 - UTILITIES**

### **5-1 LOCATION.**

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

The existence and locations of utilities shown on the Plans have been determined by a search of the available records as provided by the respective utility owner. The exact locations have not been determined by potholing unless so indicated on the Plans. The Contractor shall determine the exact location of all existing utilities prior to commencing work. The Contractor agrees to be fully responsible for any and all damages which may be caused by his failure to exactly locate and preserve any and all underground utilities, whether shown on the plans or not. In the event the Contractor encounters underground utilities not shown on the plans, he shall verify the exact location of the utility and immediately notify the City's representative, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the Contractor shall immediately notify the City's representative as to the extent, if any, of delays or additional costs resulting from said conflict. The Contractor shall perform work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting.

Relocate existing utilities at the direction of the City's representative only if utility conflicts cannot be resolved or avoided. Relocation of utilities will be a changed condition.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

## **SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK.**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.**

The Contractor's proposed Construction Schedule shall be submitted to the City's representative within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the City's representative will schedule a pre-construction meeting with the respective Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the City's representative by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

## **6-7 TIME OF COMPLETION.**

### **6-7.1 General.**

The time for completion shall be as set forth in the General Specifications (see Page GS-1).

### **6-7.2 Working Day.**

The Contractor's activities shall be confined to the hours between 7:00 AM and 4:00 PM, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the City's representative, except in emergencies involving immediate hazard to persons or property.

Work shall be prohibited any time on Saturday, Sunday or Federal Holidays. Deviation from these hours will not be permitted without the prior consent of the City's representative, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

Construction activities during Agency Special Events may be restricted by Agency to exclude all or part of the work on primary arterial or access roads to the Special Events as determined by City's representative. The Contractor shall be responsible to ascertain the exact times of any such events within his proposed construction schedule which may restrict his operation and shall adjust his schedule accordingly. The construction restrictions shall only be for the actual days the events occur. All costs for maintaining traffic control, protection of work site and remobilization shall be deemed as included in the lump sum contract for clearing and grubbing shown on the bid sheet and no additional compensation will be allowed.

## **6-9 LIQUIDATED DAMAGES.**

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be sustained by the **City of Yorba Linda**. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the Agency **Two hundred fifty dollars (\$250.00)**. In addition, the **City of Yorba Linda** shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the **City of Yorba Linda** engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract, and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this Contract. The Contractor and his sureties shall be liable for any excess cost.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR.**

### **7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.**

A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

### **7-2 LABOR.**

#### **7-2.2 Laws.**

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

### **7-3 LIABILITY INSURANCE.**

#### **7-3.1 Indemnification.**

The Contractor shall indemnify and save harmless the City of Yorba Linda, from all claims or suits for damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability".

The Contractor shall maintain during the life of the contract a protective liability policy. The policy shall provide for not less than the following amounts:

Bodily Injury	\$ 500,000 each person
	\$1,000,000 each accident
	\$1,000,000 aggregate products and completed operations
Property Damage	\$1,000,000 each accident
Worker's Compensation Statutory	

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The following statement shall be included on the insurance certificate as an endorsement:

*"Additional Insured: The insurer agrees that the City and its City Council, and/or all City Council appointed groups, committees, boards, consultants and any other City Council appointed body, and/or elective and appointive officers, servants or employees of the City when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City."*

The Contractor agrees to protect, defend and indemnify the City of Yorba Linda against loss, damage or expense by reason of any suit, claims, demands, judgments and causes of action caused by the Contractor, his employees, agents or any subcontractor or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at his option, may include such coverage under his Public Liability coverage.

### **7-3.2 Contractor's Liability.**

The City of Yorba Linda, its City Council, City's representative, or Consultant shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or any one employed by him; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions at any time before its completion and final acceptance, and shall indemnify and save harmless the **City of Yorba Linda**, its City Council, City's representative, and Consultant from all suits or actions of every name and description, brought for, or on account of, any injuries or damages received or sustained by any person or persons, by the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the City's representative, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the City's representative may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the City's representative to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

From time to time, during the period of this contract, the City may be served with claims, as a result of conduct by Contractor, which claims are for property damage or other damage in amounts of \$250.00 or less. These claims may be resolved informally by City, within City's discretion, and charged back against Contractor by funds held in retention to meet these claims. The City will appoint a Claims Administrator who will act

on behalf of the City and Contractor. The Administrator will recommend to City the resolution of any claim. The Claims Administrator's recommendation for payment shall be paid by Contractor within 30 days of the date of the recommendation. If Contractor fails to make payment to claimant within 30 days of the Administrator's decision, the City may make payment to the claimant and withhold, as retention, sufficient funds to reimburse City upon completion of the contract. Prior to making his recommendation, the Administrator will obtain from Contractor all evidence relevant to the claim. Contractor will have ten days from the date requested by the Administrator to submit any evidence in the defense of the claim. Failure to do so waives any objection by Contractor to payment of the claim if, after an independent investigation, it is the opinion of the Administrator to make payment of that claim.

## **7-5 PERMITS.**

The Contractor and all Subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility.

*Payment for permits, unless otherwise noted herein, shall be included in the bid items of work and no additional compensation will be allowed.*

## **7-7 COOPERATION AND COLLATERAL WORK.**

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the **City of Yorba Linda**, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the City's representative in the event of a delay in scheduling caused solely by this concurrent work.

*Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.*

## **7-10 PUBLIC CONVENIENCE AND SAFETY.**

### **7-10.1 Traffic and Access.**

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify in writing all affected property owners of the proposed construction schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the City's representative and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his

revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Contractor.

### **7-10.2 Storage of Equipment and Materials in Public Streets.**

No storage of tools or equipment will be allowed on site without prior approval by the City Representative.

### **7-10.3 Street Closures, Detours, Barricades.**

It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval. Detours shall be in accordance with Caltrans standards. The Contractor shall submit detailed drawings of any proposed detour(s) to the City's representative for approval prior to the commencement of work. All traffic control devices, flaggers, labor and materials shall be included. The Contractor shall provide, at his expense, advanced warning signs advising the public of the impending major construction project and his proposed schedule. Said signs shall be posted at all major approaches to the construction zones a minimum of two weeks prior to the start of construction.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each workday.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways.

Special emphasis shall be placed on use of "CONSTRUCTION ZONE AHEAD" (C18R) signs at the beginning, end, and any access and/or intersection streets with roads under construction.

Portable delineators shall be placed as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed fifty feet (50') on tangents or twenty-five feet (25') on curves except when used for lane closure.

When closure of half the roadway requires one-way traffic, the Contractor shall provide two (2) flaggers, equipped with working two (2) way radios, one (1) at each end of the work area, with signing and delineation as per W.A.T.C.H. manual.

When used for lane closures, the fluorescent traffic cones or portable delineators shall be placed at intervals not to exceed the following:

Tapers 25 Feet  
Edge of Closed Lane  
Tangents 100 Feet  
Curves 50 Feet

If the traffic cones or portable delineators are damaged, displaced or not in an upright position, from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the City's representative may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the City's representative point out the inadequacy of warning and protective measures, such action on the part of the City's representative shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

The Contractor shall also be required to post "Temporary No Parking" signs during each working day, forty-eight (48) hours in advance.

Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access.

1. Fire Department
2. Police Department
3. Schools and School Bus Organizations
4. Trash Collectors

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plans and the City's representative. Signs which need not be maintained during construction or permanently relocated, shall be salvaged to the Agency.

*Full compensation for conforming to this article shall be considered as included in the Lump Sum Bid Price for Mobilization and no additional compensation shall be allowed.*

#### **7-10.4 Public Safety**

#### **7-10.4.1 Safety Orders.**

The Contractor shall comply with the provisions of any Agency ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation of five feet or more in depth and into which a person is required to descent.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the City's representative someone whose responsibility it is to supervise the project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing. In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist, or which may arise during construction of the project.

In accordance with Section 7104 of the Public Contract code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- (a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
  - (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from those indicated.
  - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- (b) The that public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of

any part of the work shall issue a change order under the procedures described in the contract.

- (c) That, in the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

## **7-15 PAYROLL RECORDS.**

Payroll records, if requested by the Agency, shall be submitted to the Agency by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

## **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL.**

### **8-2 FIELD OFFICE FACILITIES.**

A field office shall not be required.

## **SECTION 9 - MEASUREMENT AND PAYMENT.**

### **9-3 PAYMENT.**

#### **9-3.2 Partial and Final Payment.**

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-constructed conditions.

Partial payments, except the final payment, shall not be made for periods of less than one month. To claim a partial payment on the amount due or the final payment itself, the Contractor shall obtain approval of measurement of quantity of work completed from the City's representative, or his designated representative, and shall prepare an invoice showing bid items, unit bid price, quantity completed, quantity previously paid, total quantity as of the date of invoice, amount claimed on the invoice, previous payment, amount to be retained, and the contract amount. The Contractor may substitute securities in lieu of retention as permitted by the provisions of the Standard Specifications. The amount to be retained by the City shall be 5% of the work completed as of the date of the payment request. The invoice shall be submitted to the City's representative two weeks prior to the second or fourth Tuesday of the month, the

days on which payments are placed in the warrant lists for Council approval. Such payments are made by the Finance Department during the week in which they are approved by the City Council.

After completion of the contract, the City Council shall, upon recommendation of the City's representative, accept the work as completed and authorize the final payment.

The final payment shall be the entire sum found to be due the Contractor after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final payment of the retention amount to the Contractor shall be made thirty-five (35) days from the date of the recording of the Notice of Completion of the work after it is accepted by the City and shall be made on a duly certified voucher therefore, except as State Law may permit Contractor to receive said final payment prior to said thirty-five (35) day period after acceptance of work by the City.

It is mutually agreed among the parties to the contract that no certificate given or payment made under the contract, except the final certificate of final payment, shall be conclusive evidence of full or substantial performance of this contract; no payment shall be construed to be an acceptance of any defective work or improper material.

Unless a written notice of protest disagreeing with the approved final payment and a notice of intention of additional claims is filed with the City's representative prior to the acceptance of the final payment, the acceptance of the final payment by the Contractor shall release the City, the City Council, and the City's representative from any and all claims or liabilities on account of work performed by the Contractor under the contract or any alternations thereof.

### **SUBSTITUTION OF SECURITIES**

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the Agency, and deposited with a State or Federally chartered bank as the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the Agency, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the Agency approved securities with the escrow agent, the escrow agent shall notify the Agency within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for Agency approval and be held in the escrow account to meet the Contractor's obligations. Said

securities shall be held by the escrow agent until such time as the escrow agent receives written notification from the Agency that the Contractor has satisfactorily completed his contract obligations.

The type of securities deposited, and the method of release shall be approved by the City Attorney's office.

### **9-3.3 Delivered Materials.**

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the City's representative.

### **9-3.4 Best Management Practices**

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regards to building this project. This project will require the Contractor to implement "Best Management Practices". This work, for instance would include but not be limited to site cleanliness, immediately cleaning up spilled materials, sealing cans containing liquid immediately after use, removing loose dirt from the site, storing cement or plaster under an enclosure, etc. and will be paid under the bid item Best Management Practices.

**CITY OF YORBA LINDA**  
**TECHNICAL SPECIFICATIONS**  
**FOR**  
**CITY HALL LANDSCAPE RENOVATION PROJECT**

**PART 8**  
**LANDSCAPE AND IRRIGATION MATERIALS**  
**SECTION 800 – MATERIALS**

**800-1 LANDSCAPE MATERIALS**

**800-1.1 TOPSOIL**

Agronomic soils Report

- a. After completion of rough grading and prior to soil preparation, the Contractor shall provide the testing of planting soils and composted organic humus materials by an independent agronomic soils testing laboratory that is a member of the California Association of Agricultural Labs. Representative soil samples shall be taken in the field and a written report shall be prepared by the soil scientist that shall include recommendations for soil amendments, pre-plant fertilization, hydro mulch slurry, and post-maintenance fertilization program.
- b. Soil preparation specifications shall be prepared based on the test results and recommendations and must be approved by the Engineer and City Landscape Supervisor prior to soil preparation.
- c. Soil tests shall be performed after soil preparation to confirm that soil preparation was performed in compliance with preplant soils report and specifications. Compliance of Contractor's work with soil preparation specifications shall be determined solely by the City.

**800-1.2 Soil Fertilizing and Conditioning Materials**

**800-1.2.3 Commercial Fertilizer.**

Commercial fertilizer for back fill mix shall be free-flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used. Exact composition and type of fertilizer to be determined by the agronomic soils test and will be supplied by the Contractor at no additional cost to the City. Organic/JTM Complete is the City's preferred fertilizer.

JTM fertilizer application applied at the following rates:

<b>For pre-plant landscape application (Groundcover)</b>	Apply 30 pounds per 1000 square feet		
<b>Container Size</b>	1 gallon	5 gallon	15 gallon
<b>Application Rates</b>	2 oz.	6 oz.	19 oz.

Plant tablets shall be TriC, or approved equal, 17-9-5 applied at the following rates:

<b>Tablet Size</b>	<b>1.7 Gram</b>		
<b>Container Size</b>	1 gallon	2 gallon	5 gallon
<b>Application Rates (No. of tablets)</b>	2	4	8

**800-1.2.4 Organic Soil Amendment.**

Organic Soil Amendment TVI 100 or approved equal, and may be purchased from Tierra Verde Industries 949-551-0363. General soil amendment shall be ½” minus organic humus product that aids the structure and fertility of the soil. Use a rate of 6 cubic yards per 1,000 square feet, rototilled into the top 6” of soil. Use up to 40% mix with original soil. An acceptable substitute includes granulation at 1” minus, nitrogen at 1% to 2%, pH range of 6.5 to 8.7, ECe at 4.0 to 6.8 ds/m, and boron less than 1ppm.

**800-1.2.5 Mulch.**

Contractor shall install 3” thick layer of mulch in all planter areas. Mulch to be installed after the planting of shrubs.

The Contractor shall maintain a 6” clear “no-mulch” zone around the base of each new and existing shrub and tree.

Mulch to be “Forest Floor” (0-2”), or approved equal:

- A. Available from: Tierra Verde Industries 7982 Irvine Boulevard Irvine, CA 92618. Phone: (714) 786-9558
- B. Product shall be woodchips ½” to 3” in length, meet Caltrans Standard Specifications 20-2.08 for Mulch, contain only toxic free mineral based colorant
- C. The Contractor shall submit one sample of mulch materials for City approval.
- D. The Engineer has the right to reject all samples and request additional samples

until a suitable mulch material is approved.

#### **800-1.2.5 Rock Cobble.**

Materials shall be of first quality and of domestic manufacture as noted below:

- A. Rock cobble
  - 1. Types and sizes: as indicated on the plans.
  - 2. Color: as indicated on the plans.

#### **800-1.2.6 Boulders.**

Size and quantity and source shown on drawings. Boulder surface to be free of cracks, fragments, and broken or cracked edges. Boulder type shall be as specified on the plans or approved equal. Pictures representative of boulder shall be submitted to Owner for approval.

#### **800-1.4 Plants.**

Contractor to provide 1-year guarantee for all shrubs.

##### **800-1.4.1 General.**

Shrubs and ground covers shall be grown by an established nursery having been in the business of growing shrubs and ground covers a minimum of five (5) years. At the option of the Engineer, plants shall be inspected and tagged at the nursery prior to shipment to the planting site. Shrubs shall be of the specified type and size, selected from high quality, well-shaped nursery stock. Plant names indicated or listed in the "Plant Legend" on the Plans, conform to the approved names given in "An Annotated Checklist of Woody Ornamental Plants in California, Oregon, and Washington, Manual 4091", published by the University of California (1979), and in accordance with American Nurseryman standards. Except for names not covered therein, the established custom of the nursery shall be followed. Condition of plants shall be in accordance with the California State Department of Agriculture's regulations for nursery inspections, rules, and grading and shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant disease, insect pests, or their eggs, and shall have healthy normal root systems, well filling their containers, but not to the point of being root bound.

Plants shall not be pruned prior to delivery, except as authorized by the City. The size of the plants shall correspond with that normally expected for species and variety of commercially available nursery stock, or as specified on the Plans. The minimum acceptable size of all plants, measured before pruning with the branches in normal position, shall conform to the measurements, if any, specified on the Plans. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants shall not serve as the basis for a change order. All plant material shall be subject to the inspection and acceptance of the City before planting. A representative number of plants as determined by the City may be inspected for size and condition of root growth insects, injuries and defects. Plants not accepted are to be removed from the site immediately and replaced with suitable plants. The City reserves the right to reject entire lots of plants represented by defective samples. The contractor shall provide a plant

material order invoice to the Engineer at the preconstruction meeting.

## **800-1.6 Miscellaneous Landscape Materials.**

### **800-1.6.1 General.**

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

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

### **800-1.6.2 Herbicide.**

Non-selective herbicide for weed abatement shall be Roundup, or approved equal. Submit herbicide to City for approval prior to application. Apply per manufacturer's instructions.

### **800-1.6.3 Pre-emergent.**

Pre-emergent weed control material shall be Ronstar, or approved equal.

## **800-2.1 IRRIGATION SYSTEM MATERIALS.**

### **800-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings.**

All pressure supply lines downstream of the strainer assembly unit shall be Schedule 40 solvent weld PVC 1-1/2" or smaller and Class 315 solvent weld PVC for 2" or larger. Piping shall conform to ASTM 1785. All non-pressure lines downstream of the remote control valve shall be Schedule 40 solvent weld PVC conforming to ASTM D1785. Pipe shall be marked continuously with manufacturer's name, nominal pipe size, schedule or class, PVC type and grade, National Sanitation Foundation approval, Commercial Standards designation, and date of extrusion. All plastic pipe

shall be extruded of an improved PVC virgin pipe compound in accordance with ASTM D2241 or ASTM D1785.

All solvent weld PVC fittings shall be standard weight Schedule 80 and shall be injection molded of an improved virgin PVC fitting compound. Slip PVC fittings shall be the "deep socket" bracketed type. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated.

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

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

#### **800-2.2.2 Gate Valves.**

Gate valves shall be of the manufacturer, size, and type indicated on the Plans.

Gate valves, 2-inch diameter or smaller, shall have bronze bodies, rising stems and brass cross handles.

Gate valves, 2 ½ inch diameter and larger, shall be AWWA approved and have flanged connections, a 2-inch square operating nut, epoxy coated cast iron bodies resilient wedge gate and stainless steel fasteners and have an arrow cast in metal indicating the direction of water flow. Unit shall have stainless steel bolts, nuts and washers and full face gaskets for connecting flanges.

Class 312 stainless steel nuts and bolts with full face gaskets shall be used to connect all flanged connections.

#### **800-2.2.4 Remote Control Valves.**

Automatic control valves shall be of the manufacturer, size, and type indicated on the Plans. Automatic control valves shall be electrically operated. Drip zone valves shall be accompanied with pressure regulators and filters per the manufacturer.

#### **800-2.2.6 Quick-coupling Valves and Assemblies.**

Quick-coupling valves shall be of the manufacturer, size, and type indicated on the Plans.

#### **800-2.2.7 Valve Boxes.**

Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils. The valve box cover shall be green in

color and secured with dual locks to be supplied. 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 rectangular and sized per plan. Valve box covers shall be marked "RCV" with the valve identification number "heat branded" onto the cover in 2 inch high letters / numbers. Gate valve boxes shall be 10" circular size. Valve box covers shall be marked with either "GV" "heat branded" onto the cover in 2-inch-high letters. Quick coupling valve boxes shall be 10" circular size. Valve box covers shall be marked with either "QCV" "heat branded" onto the cover in 2-inch-high letters. Line flushing valve boxes shall be 10" circular size. Valve box covers shall be marked with either "FV" "heat branded" onto the cover in 2 inch high letters. Heat branding method, craftsmanship, and lettering orientation to be approved by city prior to branding lids.

#### **800-2.2.8 Line Flushing Valves.**

Line flushing valves shall be the size and type as indicated on the plans.

#### **800-2.2.9 Air/Vacuum Relief Valves.**

Air/vacuum relief valves shall be the size and type as indicated on the plans.

#### **800-2.3 Backflow Preventer Assemblies.**

Back flow assemblies shall be the size and type as indicated on the plans.

#### **800-2.4 Sprinkler Equipment.**

Irrigation heads and nozzles shall be of the manufacturer, size, type, with radius of throw, operating pressure, and discharge rate indicated on the Plans. Irrigation heads and nozzles shall be used as indicated on the Plans.

Drip line shall be of the manufacturer, size, type with discharge rate, emitter spacing and operating pressure as indicated on the Drawings. All fittings, line flushing valves and anchor staples shall be of the same manufacturer as the drip line.

#### **800-2.5 Miscellaneous Landscape Materials.**

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

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

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

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

## **SECTION 800-3 ELECTRICAL MATERIALS.**

### **800-3.2.2 Conductors.**

Remote control wire shall be direct-burial AWG-UF type, size as indicated on the Drawings, and in no case smaller than 14 gauge. Connections shall be Scotchlok 3M DBY Direct Bury Splice Kit per city std. plan 516. Kit shall include a Scotchlok Y Spring connector, a Polypropylene tube prefilled with waterproof sealing gel. Ground wires shall be white in color. Control wires shall be red (where two or more controllers are used, the control wires shall be a different color for each controller. These colors shall be noted on the "Record Drawings" Plans located on controller door).

### **800-3.3 Controller Unit.**

The Controller unit shall be of the manufacturer, and type indicated on the plans.

## **SECTION 801 INSTALLATION**

### **801-1 GENERAL**

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

#### **801-2.2.1 General.**

The weed abatement program shall proceed upon the removal and disposal turf grass and shrubs. Rake or hoe off all turf or weeds to a depth of 2 inches or as indicated in the construction plans.

Apply irrigation water by spray or hand watering every 48 hours for a period of 14 days. Reapply herbicide as needed. Allow weeds and grass 7 days to dry before being removed. Continue watering for an additional 7 days before reapplying herbicide for 3<sup>rd</sup> application as needed. Proceed with Soil Fertilizing and Conditioning procedures, and rototill soil. Once soil preparation is complete, irrigation modifications can proceed.

#### **801-2.2.2 Fertilizing and Conditioning Procedures.**

Fertilizing and soil amendment guidelines under agronomic soils testing shall be used for bidding purposes for planting areas, however, Contractor shall amend it as necessary per the soils test report at no additional cost to the City.

#### **801-2.3 Finish Grading.**

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

### **801-4 PLANTING.**

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

Prior to excavation for planting or placing of stakes, locate all utilities, electric cables, conduits, underground irrigation lines, heads, valves and valve control wires, and all utility lines so that proper precautions may be taken not to damage such improvements. In the event of a conflict between utilities and plant locations, promptly notify the Engineer who will arrange for one or the other to be relocated. If contractor fails to follow this procedure it shall repair all damages resulting from the work at contractor's sole expense. Plant materials shall be furnished in the quantities and/or spacing as shown or noted for each location, and shall be of the species, kinds, sizes, etc., as symbolized, and/or described in the Plant Legend, as indicated on the Plans. Verify all sizes and quantities on the Plans. Promptly report any discrepancy to the Engineer.

Any plant material or any development materials specified by trade name or equal, shall be according to these Plans and Specifications. Installation and use of substitute items shall not be made until the Contractor is in receipt of written approval from the Engineer. Substitution proposals for plant material must be accompanied by written proof of non-

availability within a five hundred mile radius of the project site for material originally specified and proof that material was ordered in a timely manner upon award of contract. Regularly water all nursery stock in containers and place them in a cool area protected from sun and drying winds. Do not allow plants to dry out before or while being planted. Keep exposed roots moist by means of wet sawdust, peat moss or burlap at all times during planting operations. Do not expose roots to the air except while being placed in the ground. Wilted or diseased plants, whether in place or not, will not be accepted and shall be replaced at the Contractor's sole expense. Moisten prepared surface immediately prior to installing plant material. Install plant material immediately after delivery to site, within 24 hours after delivering to prevent deterioration. Hand water landscaped areas immediately after installation with a minimum of 1" of water.

#### **801-4.5 Tree and Shrub Planting.**

In the event that underground construction work or obstructions are encountered in the planting operation, alternate locations for plant material will be selected by the City. Operation shall be done at no extra cost to the City. The following material shall be thoroughly blended and used as a backfill mix:

6 parts by volume on-site soil

4 parts by volume Organic Amendment 1 lbs. 16-20-0 per cubic yard of mix

2 lbs. Iron Sulfate per cubic yard of mix

The actual material and amounts, as determined by the agronomic soils test, shall be supplied by the Contractor at no additional cost to the City. No mixing for individual planting holes is permitted. Mix planting soil prior to backfilling and stockpile at the site. Iron sulfate shall not contact cement surfaces because severe staining could occur; repair or replace stained cement at Contractor's sole cost. Remove all plants from their containers and set so that, when settled, they bear the same relation to the required grade as they bore to the natural grade before being transplanted. Set the directed amount of plant fertilizer to be used with each plant on the top of the root ball so the required fertilizer amount to be used in each hole can be easily verified and approved by the Engineer. Improper planting may delay the maintenance period and extend working days causing liquidated damages. Planting holes shall be compacted with no more than 1" settlement from finished grade.

#### **801-4.10 Mulch.**

All shrubs and ground cover areas shall be mulched after planting with 3 inches of mulch. Maintain a 6 inch clear "no-mulch" zone around the base of each tree and shrub.

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

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

Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that irrigation system may be installed in strict conformance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations. In the event of discrepancy, immediately notify the

Engineer.

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

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

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

Existing irrigation equipment to be replaced including valves, spray heads, and rotors shall be salvaged and delivered to the City.

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

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

- System layout
- Pressure test irrigation main line (Six hours at 125 PSI) lateral lines (2 hours at 100 psi).

- Coverage test of irrigation system
- Final inspection prior to start of maintenance period
- Final acceptance

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

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

Temporary Repairs: The City reserves the right to make temporary repairs as necessary to keep the irrigation system in operating condition. The exercise of this right by the City shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

Supply the following items:

- Two (2) wrenches for disassembly and adjustment of each type of sprinkler head used in the irrigation system.
- Two (2) 30-inch sprinkler keys for manual operation of control valves.
- One (1) valve box cover key.
- Four (4) extra sprinkler heads of each size and type.
- 250 feet of additional drip line and 100 feet blank roll.
- 200 drip line staples.

The above equipment shall be turned over to the Engineer at the final inspection.

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

## **801-5.3 Irrigation Pipeline Installation.**

### **801-5.3.1 General.**

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

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

Remove all dented and damaged pipe sections. All lines shall have a minimum clearance of 6 inches from each other and 12 inches from lines of other trades. Parallel lines shall not be installed directly over each other. In solvent welding, use only the specified primer and solvent cement and make all joints in strict conformance with the manufacturer's recommended methods including wiping all excess solvent from each weld. Allow solvent welds at least 15 minutes setup time before moving or handling and 24 hours curing time before filling. PVC pipe shall be installed in a manner, which will provide for expansion and contraction as recommended by the pipe manufacturer. Center load all plastic pipe prior to pressure testing. All threaded plastic-to-plastic connections shall be assembled using Teflon tape or Teflon paste. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope on all threaded plastic-to-metal connections, except where noted otherwise. All plastic-to-metal connections shall be made with plastic female adapters.

#### **Sub-Surface Drip Irrigation System:**

1. Verify existing field dimensions of the area to be irrigated with the irrigation plans for accuracy. Begin dripper tubing layout 12" away from both hard surfaces; i.e., concrete sidewalks, curbs, asphalt, and/or undefined edges; i.e., shovel-cut headers. Mark tubing intervals on the ground with flags, paint, or some other markings that can be maintained throughout the installation.
2. As much as possible, supply and exhaust headers shall be installed perpendicular to contours.
3. As much as possible, dripper tubing shall be installed parallel with contours.

4. Dripper tubing can be installed with the water outlets facing upward or downward. Lace dripper outlets in such a manner as to form a triangular pattern between parallel tubing laterals. In irregular areas, some water outlets may end up too close to fixed improvements and may have to be capped off with a dripper plug ring.
5. Connect dripper tubing to barbed fittings by pushing on and over both barbs until the tubing has seated against another piece of tubing or has butted against another portion of the barbed fitting. For water pressures in excess of the 45 psi, use stainless steel clamps as noted in paragraph 8, "pipe Clamping" on all barbed fittings.
6. When design operating pressure exceeds 45 psi, stainless steel pipe clamps shall be used. Slip clamps over tubing before slipping tubing over insert barbed fitting, place clamp between the first and second ridge of the barbed fittings and crimp the "ear" of the clamp tightly. Crimp the "ear" twice to ensure proper seating.
7. Install a pressure regulator below grade, downstream, and in line with the remote-control valve. Whenever possible, place the pressure regulator in the same valve box to allow for periodic inspection. Place the regulator with the arrow (molded into the side of the body) pointing in the direction of the flow of water. Provide straight piping on the outlet side of regulator for a dimension not less than three lengths of the overall body dimension.
8. Install the basket filter, horizontally level, below grade and before or after the remote-control valve as indicated in the installation details. The position of the disc filter in the valve box shall be centered to allow for removal of the filter element for periodic servicing. Refer to the installation details for the size of the valve box.
9. Install the air/vacuum relief valve below grade and at the highest elevation within each zone. Depending on the site conditions and tubing layout, more than one air/vacuum relief valve into a 1/2" x 3/4" SCH 40 PVC reduction bushing and thread this assembly to a 180° 2-way adapter tee with a 3/4" (MPT) outlet. Place the valve within a round valve box with a locking cover and a 1 cu. Ft., 3/4" gravel sump as noted on the details. Additional blank tubing may be necessary when placing dripper tubing on mounds or berms with more than a 3' elevation difference. Blank tubing shall be connected perpendicular to the dripper tubing with barbed tees from the lowest elevation of dripper tubing to the highest point of the mound berm where the air/vacuum relief valve is located. This air/vacuum relief lateral serves to collect and transport trapped air bubbles located at the highest point in the system. Locate an air/vacuum relief lateral for each berm within the system.
10. Prior to backfilling and before connection of the line flushing valves, flush the entire system to remove any dirt or sediment that may have entered the system during the installation.
11. Install the line flushing valve horizontally level and below grade at the

hydraulic termination point(s) in each system. Locate in a valve box with the dome-shape of the valve facing upward. Include a minimum of 1 cu. Ft. of ¾" crushed rock in the bottom of the valve box per construction detail.

12. Prior to backfilling, open the remote-control valve and operate each circuit to check for leakage around both barbed and threaded PVC fittings. Make necessary corrections to stop leaks.

Re-test those systems where leaks were corrected before commencing backfilling operations.

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

#### **801-5.4 Installation of Valves, Valve Boxes, and Special Equipment.**

Automatic control valves, and gate valves shall be installed in the approximate locations indicated on the Drawings. Valves shall be installed in shrub areas whenever possible. Install all valves as indicated in the detail Drawings. Valves to be installed in valve boxes shall be installed one valve per box.

##### **801-5.5.1 General.**

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

#### **801-5.6 Automatic Control System Installation.**

All Automatic Irrigation valves shall be connected to the existing irrigation controller.

Three (3) sets of laminated 11"x17" new controller charts and 8.5"x11" data sheets shall be provided for all irrigations systems.

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

Coverage testing shall be performed for overhead irrigation.

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

Do not allow or cause any of the work of this Section to be covered up or enclosed until it has been observed, tested and accepted by the Engineer. Notify the Engineer a

minimum of 48 hours in advance where and when the work is ready for testing. When the sprinkler system is completed, perform a coverage test of each system in its entirety to determine if the water coverage for the planted areas is complete and adequate in the presence of the Engineer.

Irrigation drip line to be installed per plans. The contractor shall be responsible for making field adjustments to provide proper drip coverage. Install drip line below finish grade per manufacturer's instructions. Immediately after installing drip line, flush system to the satisfaction of the Engineer. Drip line coverage to be observed, tested, and approved by the Engineer prior to burying with top soil. Notify the Engineer a minimum of 48 hours in advance where and when the work is ready for testing.

#### **801-5.7.4 Operational Test.**

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

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

Landscape maintenance and plant establishment period shall be a minimum of Ninety (90) working days after "Date of Acceptance of Installation" of all planting areas. Request in writing from the Engineer, notification of the date of the start of the maintenance and planting establishment period. At the acceptance of all planting areas, request in writing from the Engineer notification of the date of the completion of the maintenance period. The maintenance period shall not officially begin or end without written notification from the Engineer. Construction fencing shall remain until after the maintenance period is complete or as directed by the Engineer. Maintain all planted areas on a continuous basis as they are completed during the progress of the work and during the establishment and maintenance period, and shall continue to maintain them until final acceptance in accordance with the following.

- Water, weed, fertilize, edge, prune, spray as necessary to promote a healthy growing condition. Maintain lawn at a mowing height recommended by the city. All planted areas shall be kept free of debris and weeds. Keep project neat and attractive throughout the maintenance period.
- Apply herbicides for weed control, as needed or directed by City, in accordance with manufacturer's instructions and applicable laws and regulations. Pre-emergent herbicide shall be required in all planter, shrub and ground cover areas. Remedy damage resulting from the use of herbicides.
- Exterminate rodents and insects as required and in accordance with applicable

laws and regulations. Remedy damage from use of insecticides.

- Adjust the irrigation system to sufficiently saturate root zone without rotting trees, shrubs, and ground cover.
- Repair or replace any damaged item caused by vehicles, vandals, rabbits, rodents, bicycles, or foot traffic during the maintenance period.
- Fertilize with "JTM Complete" at 30 lbs./1,000 s.f. at the beginning and end of the maintenance period (twice) or as indicated by the agronomic soils test.

All inspections herein specified shall be made by the City. Request inspection at least forty-eight (48) hours in advance of the time the inspection is required. Requested inspections, subsequently canceled without twenty-four (24) hours-notice, will be billed to the Contractor.

Inspection is required for, and not necessarily limited to, the following parts of the work.

- Incorporation of soil amendments and fine grading.
- Prior to digging plant pits for shrubs.
- During backfilling of plant pits with amended backfill.
- Final inspection at the end of the maintenance period.
- Irrigation Inspection / Coverage Test prior to planting.

#### **801-8 PAYMENT.**

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

Payment for **Site Demolition** (To include: Removal of existing concrete header, tree/palm removal, tree stump removal, removal and disposal of all site debris, clearing and grubbing all turf grass, shrubs, ground cover, and the irrigation system as shown on the planting plan) shall be made at the contract unit price per lump sum (LS) for **Clearing and Grubbing** and **Removal and disposal of Existing Trees**, and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

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

Payment for **Soil Preparation & Fine Grading** shall be made at the contract unit price per square foot (SF) and shall be considered full compensation for furnishing the agronomic soils report, all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

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

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

Payment for **Rock Cobble – Mexican Sunburst Pebble (6” – 8”)** (To include: cobble & woven weed barrier) shall be made at the contract unit price per square foot (SF) and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **24” Box Trees** shall be made at the contract unit price per each (EA) and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **15 Gallon Shrub** shall be made at the contract unit price per each (EA) and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **5 Gallon Shrub** shall be made at the contract unit price per each (EA) and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional

compensation will be allowed therefor.

Payment for **1 Gallon Shrub** shall be made at the contract unit price per each (EA) and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Wood Mulch – 3” Depth** shall be made at the contract unit price per cubic yard (CY) and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Irrigation System** shall be made at the contract lump sum (LS) price and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, including but not limited to, pipes and fitting, irrigation pipes, irrigation controllers, basket strainers, master valves, flow sensors, fertilizer systems, gate valves, quick coupling valves, remote control valves, remote control drip zone valves, valve boxes, control wiring, sprinkler equipment, drip pipe and fittings, flush valves, irrigation heads, flushing and testing, pipeline pressure test, operational test, recycled labels, tags, and signs, and maintain existing facilities as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

Payment for **Ninety (90) Day Maintenance Period** shall be made at the contract lump sum (LS) price and shall be considered full compensation for furnishing labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing and installing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

#### **801-9 GUARANTEE.**

The guarantee shall be valid unless existing equipment utilized on the project fails within the guarantee period. Should any problem with the irrigation system be discovered within the guarantee period the Contractor shall correct it within ten (10) calendar days after receipt of written notice from City (and at no additional expense to City). When the nature of the repairs, as determined by the City, constitute an emergency (i.e. broken pressure line) the City may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the owner by the Contractor, all at no additional cost to the City. Guarantee shall be submitted on Contractors own letterhead as follows:

#### **GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM**

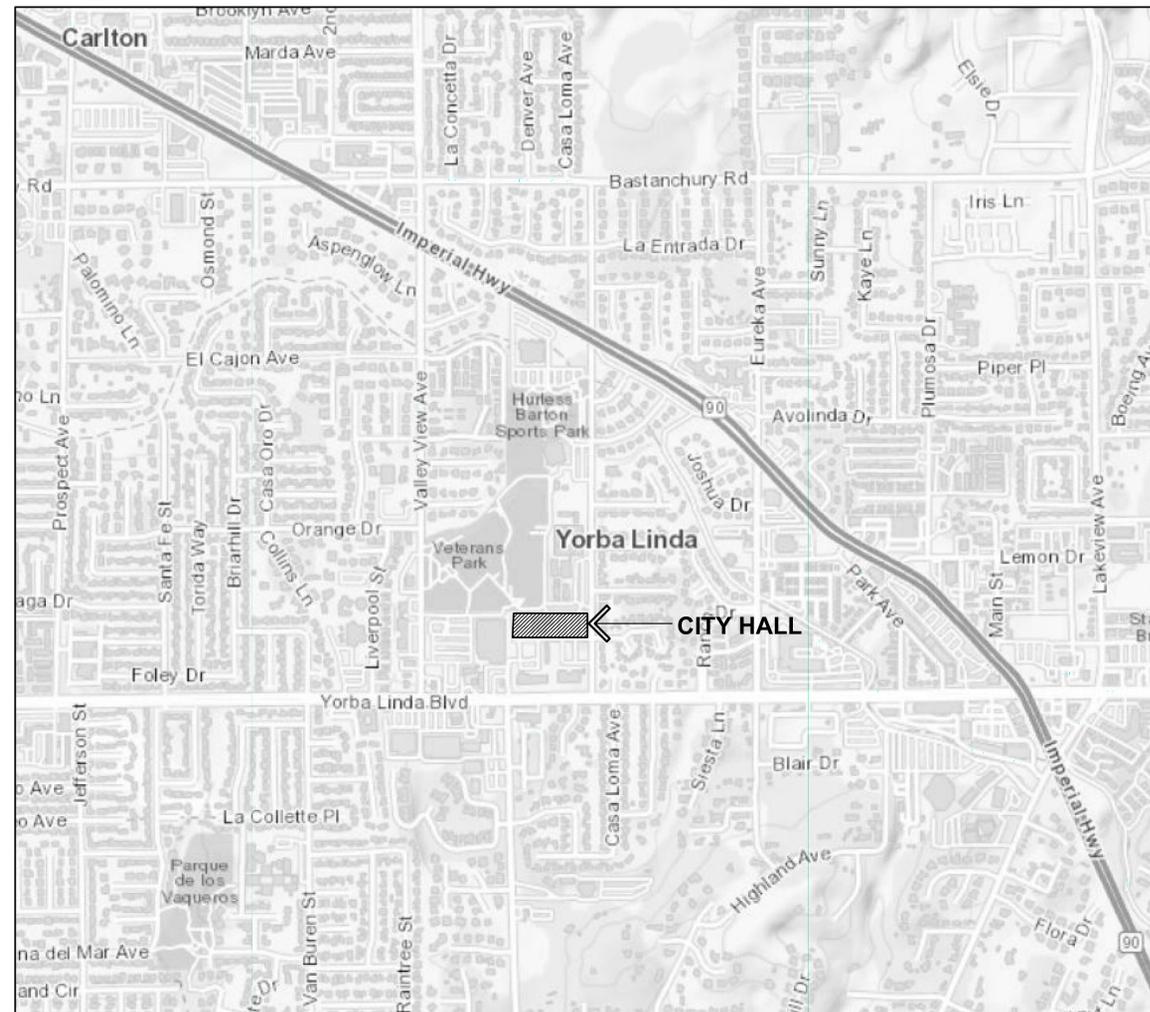
We hereby guarantee that the sprinkler irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Drawings and Specifications, ordinary wear and tear and unusual abuse, or neglect excepted. We shall repair or replace any defective material during the period of one year after date of filing of the Notice of Completion and also repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the owner. We shall make such repairs or replacements within 10 calendar days following written notification by the owner. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from owner, we authorize the owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

# City of Yorba Linda CITY HALL LANDSCAPE RENOVATION PLANS

LOCATED AT:  
CITY HALL PROJECT ADDRESS:  
4845 Casa Loma Avenue Yorba Linda, CA 92886  
BID SET - NOT FOR CONSTRUCTION 7-18-22

## GENERAL NOTES

- GENERAL** - All local, municipal, county and state laws, rules, and regulations governing or relating to any portion of this work are hereby incorporated into and made part of the project plans and specifications; and their provisions shall be carried out by the Contractor. Additionally, all work shall be done in accordance with the applicable sections of the latest edition of the City of Yorba Linda Standard Plans, APWA (Green Book), and the project's specifications.
- DAMAGE RESPONSIBILITY** - The contractor shall assume full responsibility for any damages imposed, intentionally or accidentally, to existing utilities, buildings, or other amenities, due to the actions of the contractors, contractor's employees and/or contractor's subcontractors.
- TRADE COORDINATION** - Construction and installation of all items within these documents shall require close coordination between trades involved in underground and utility installation, and tree location.
- DOCUMENTATION** - These drawings and notes are the property and copyright of THE CITY OF YORBA LINDA and shall not be used on any other work. Written dimensions take preference over scaled dimensions and shall be verified on the job site and any discrepancy shall be brought to the attention of the Engineer.
- SITE DEBRIS** - The contractor shall keep the premises clean and free of excess equipment, materials and rubbish incidental to his work. All rubble, trash, debris or unwanted materials resulting from demolition or construction shall be disposed of in a legal and lawful manner to an approved disposal site. If debris remains on site for more than 12 hours, unless pre-approved by the city, such debris shall be removed by the Engineer at the expense of the Contractor.
- FIELD OBSERVATION** - The contractor shall coordinate and verify all field layout, dimensioning of work, grades and elevations, and work schedules unless otherwise noted. The contractor shall carefully inspect the site and shall verify all conditions and dimensions prior to proceeding with any work under this contract. Any discrepancies in these documents shall be brought to the attention of the Engineer. The contractor shall not willfully implement any work described in these documents which is obviously in error, interferes with existing site features, or cause project complication or harm.
- MUNICIPAL/COUNTY REQUIREMENTS** "In the event that the City has obtained permits, licenses or other authorizations applicable to the work, the Contractor shall comply with the provisions of said permit, licenses and other authorizations applicable to the work. The Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work for this project.  
  
The Contractor shall also acquire all necessary right-of-way encroachment permits required for traffic control and lane closures from the City of Yorba Linda. City of Yorba Linda will issue a no fee encroachment permit.  
  
Encroachment Permit shall be obtained by the Contractor in sufficient time to prevent delays to the work necessary to the work necessary to complete this project.
- SITE SECURITY** - The contractor shall at all times protect his work from damage and theft and replace all damaged or stolen parts at his expense until the work is accepted in writing by the city. Contractor is liable for all damage or injury caused by any work or materials on the site.
- EXISTING UTILITIES** - Extreme care shall be exercised while working near existing utilities. The contractor shall verify the location and condition of all utilities and be responsible for any damages beyond the limit of work due to work performed by the contractor or any subcontractors. The contractor shall be responsible to reestablish the damaged utility service in a timely manner.
- PRIOR TO THE START OF CONSTRUCTION WORK THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES, INCLUDING THE EXISTING SEWER LINE AND ITS ELEVATIONS AT THE PROPOSED CONNECTION LOCATIONS. THE CONTRACTOR SHALL POT HOLE WHERE NECESSARY.**



VICINITY MAP  
NOT TO SCALE



## DRAWING INDEX

SHEET	NO.
1. TITLE SHEET	T.1
2. IRRIGATION PLAN	LI.1
3. IRRIGATION LEGEND & NOTES	LI.2
4. IRRIGATION DETAILS	LI.3
5. IRRIGATION DETAILS	LI.4
6. PLANTING PLAN	LP.1
7. PLANTING DETAILS & NOTES	LP.2

## UTILITY CONTACTS

Southern California Gas Company	800-427-2200
Southern California Edison	800-655-4555
AT&T U-Verse	800-288-2020
Frontier Communications	855-901-5779
Time Warner	888-892-4257
Yorba Linda Water District	714-701-3000

## ABBREVIATIONS/LEGEND

AC ASPHALT CONCRETE	LS LUMP SUM
ALT ALTERNATE	MAX MAXIMUM
BF BOTTOM OF FOOTING	MH MANHOLE, MAINTENANCE HOLE
BM BENCH MARK	MISC MISCELLANEOUS
B/W BACK OF WALL	NIC NOT IN CONTRACT
CB CATCH BASIN	OC ON CENTER
CF CUBIC FOOT	OD OUTSIDE DIAMETER
CL CENTER LINE	PA PLANTING AREA
CLF CHAIN LINK FENCE	PCC PORTLAND CEMENT CONCRETE
CLR CLEARANCE	PL PROPERTY LINE
CO CLEANOUT	PSI POUNDS PER SQUARE INCH
CONC CONCRETE	PVC POLYVINYL CHLORIDE
CY CUBIC YARD	R RADIUS
DG DECOMPOSED GRANITE	R/W RIGHT-OF-WAY
DEG DEGREE	RCV REMOTE CONTROL VALVE
DIA DIAMETER	SF SQUARE FOOT
DWG DRAWING	SPEC SPECIFICATIONS
EA EACH	SDMH SEWAGE DRAIN MANHOLE
EL ELEVATION	STA STATION
EJ EXPANSION JOINT	STD STANDARD
EX EXISTING	SW SIDEWALK
FOB FACE OF BUILDING	SY SQUARE YARD
FOC FACE OF CURB	TC TOP OF CURB
FG FINISHED GRADE	TEL TELEPHONE
FH FIRE HYDRANT	TF TOP OF FOOTING
FL FLOW LINE	TG TOP OF GRATE
FS FINISHED SURFACE	TS TRAFFIC SIGNAL
FW FACE OF WALL	TW TOP OF WALL
GALV GALVANIZED	TYP TYPICAL
H HIGH OR HEIGHT	USA UNDERGROUND SERVICE ALERT
HP HIGH POINT	VERT VERTICAL
ID INSIDE DIAMETER	W WIDTH
INV INVERT	WM WATER METER
LB POUND	WV WATER VALVE
LF LINEAR FOOT	

## Signatures

PARKS AND RECREATION DIRECTOR	Date
PUBLIC WORKS / CITY ENGINEER	Date

CITY:  
CITY OF YORBA LINDA  
4845 CASA LOMA  
Yorba Linda, CA 92886  
Phone 714 961-7100

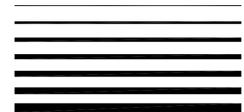
LANDSCAPE ARCHITECT:  
DAVID VOLZ DESIGN  
151 KALMUS DRIVE, SUITE M8  
COSTA MESA, CA 92626  
Phone 714.641.1300



Landscape Architect:  
**DVD**  
David Volz Design  
Landscape Architecture & Park Planning

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Phone: (714) 641-1300  
Fax: (714) 641-1323

e-mail: drawings@dvolzdesign.com  
www.dvolzdesign.com



Consultant:



Seal:



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA  
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE CARE TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE. BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTRACTING UNDERGROUND SERVICE ALERT. DIAL 811

Revisions:

No.	Date	Revisions	By

Project:  
**CITY HALL  
LANDSCAPE  
RENOVATION PLANS**

Owner:  
**City of Yorba Linda**

Project No.:  
Drawn By: PC / LP  
Checked By: GV / ES  
Date: JULY 18, 2022  
Scale: AS SHOWN  
Drawing Title:

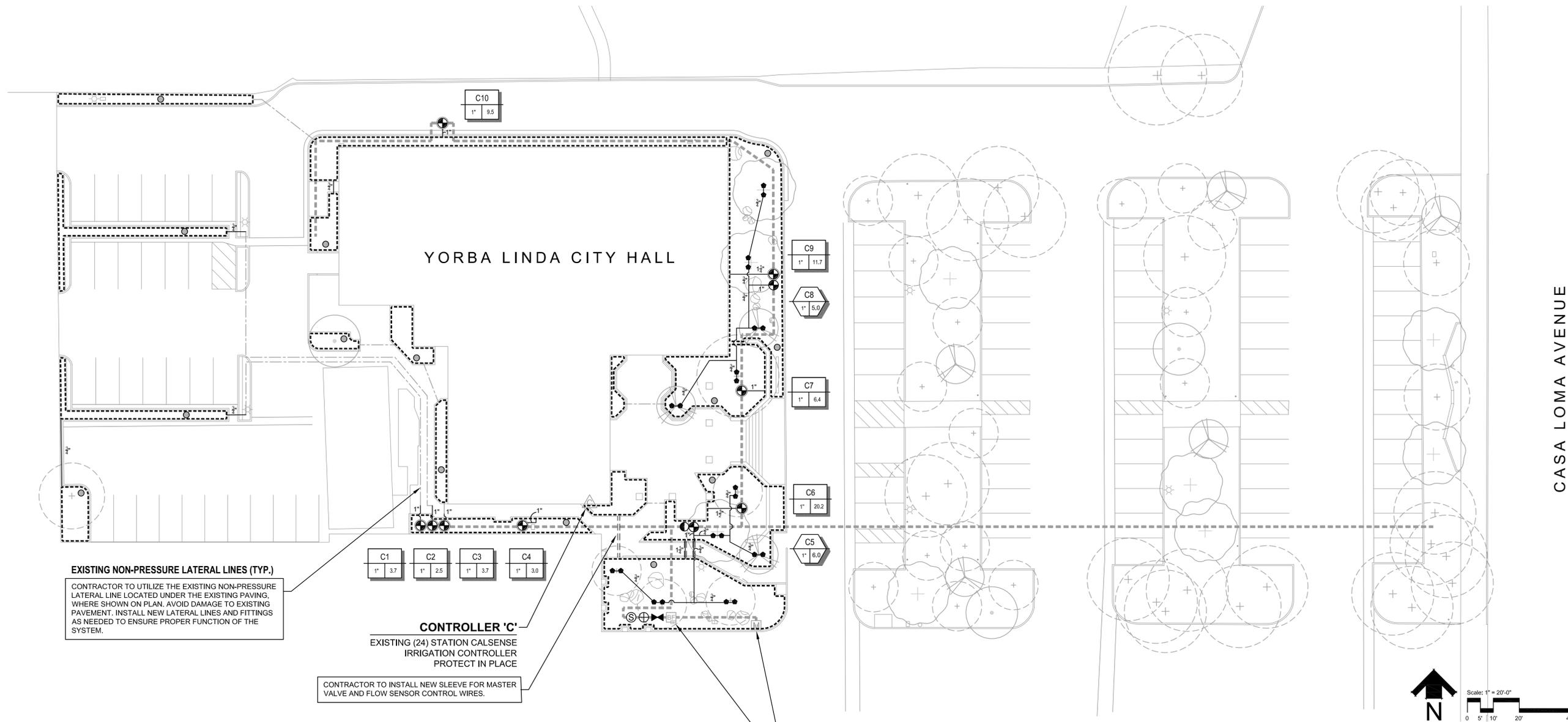
**TITLE SHEET**

Drawing No.:

**T.1**

SHEET 1 OF 7

**BID SET - NOT FOR CONSTRUCTION**



**EXISTING NON-PRESSURE LATERAL LINES (TYP.)**

CONTRACTOR TO UTILIZE THE EXISTING NON-PRESSURE LATERAL LINE LOCATED UNDER THE EXISTING PAVING, WHERE SHOWN ON PLAN. AVOID DAMAGE TO EXISTING PAVEMENT. INSTALL NEW LATERAL LINES AND FITTINGS AS NEEDED TO ENSURE PROPER FUNCTION OF THE SYSTEM.

**CONTROLLER 'C'**

EXISTING (24) STATION CALSENSE IRRIGATION CONTROLLER PROTECT IN PLACE

CONTRACTOR TO INSTALL NEW SLEEVE FOR MASTER VALVE AND FLOW SENSOR CONTROL WIRES.

**NOTES**

**EXISTING MAINLINE:** THE EXISTING MAINLINE IS SHOWN TO BE DIAGRAMMATIC. THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY THE MAINLINE'S ACTUAL LOCATION.

**NEW VALVES AND FLOW SENSOR:** THE NEW VALVES AND FLOW SENSOR SHALL BE CONNECTED TO THE EXISTING MAINLINE AT THE APPROXIMATE LOCATION SHOWN ON PLANS. THE CONNECTIONS BETWEEN THE EXISTING MAINLINE AND NEW ALL NEW COMPONENTS WILL REQUIRE ADDITIONAL PIPES AND FITTINGS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ANY NECESSARY MATERIALS AND/OR EQUIPMENT TO SUCCESSFULLY CONNECT NEW COMPONENTS TO EXISTING MAINLINE. LINK NEW REMOTE CONTROL VALVES TO THE EXISTING CONTROLLERS WITH THE EXISTING CONTROL WIRES. ADDITIONAL CONTROL WIRES WILL BE NEEDED. SPLICE AND ADD NEW CONTROL WIRES AS NECESSARY TO LINK NEW VALVES WITH EXISTING CONTROLLER. LINK NEW MASTER VALVE AND FLOW SENSOR TO EXISTING CONTROLLER WITH NEW CONTROL WIRE RUNS.

**EXISTING MAINLINE MODIFICATIONS:** MODIFICATIONS TO THE EXISTING MAINLINE SHALL BE MADE TO THE SATISFACTION OF THE CITY ENGINEER AND LOCAL WATER PURVEYOR.

**IRRIGATION P.O.C. (EXISTING)**

EXISTING 2" DOMESTIC WATER METER WITH 2" BACK FLOW PREVENTER, PROTECT IN PLACE.

INSTALL GATE VALVE, MASTER VALVE AND FLOW SENSOR IMMEDIATELY DOWN STREAM OF EXISTING BACK FLOW PREVENTER. REFER TO IRRIGATION LEGEND. LINK NEW COMPONENTS TO EXISTING CONTROLLER 'C' WITH 14 GA. CONTROL WIRES TO BE INSTALLED IN 1-1/4" CONDUIT TO IRRIGATION CONTROLLER.

**NOTE**

VERIFY THE ACTUAL LOCATION, SIZE AND WATER PRESSURE IN THE FIELD PRIOR TO STARTING WORK. IF ANY OF THE P.O.C. INFORMATION SHOW ON THESE DRAWINGS IS FOUND TO BE DIFFERENT THAN THE ACTUAL P.O.C. INFORMATION GATHERED IN THE FIELD, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT. SHOULD THE CONTRACTOR FAIL TO VERIFY THE P.O.C. INFORMATION ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

**BORING, PAVING REPAIR OR REPLACEMENT NOTE**

THE CONTRACTOR WILL BE RESPONSIBLE TO INSTALL SLEEVE UNDER EXISTING PAVING FOR NEW NON-PRESSURE LATERAL LINES AND CONTROL WIRES. THE DESIGN INTENT IS TO PRESERVE THE EXISTING AC PAVING AND CONCRETE IN-PLACE. NEW SLEEVE SHALL BE INSTALLED BY BORING BENEATH THE EXISTING PAVING IN LOCATIONS INDICATED ON THE IRRIGATION PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH NEW IRRIGATION CROSSINGS TO BE BORED. THE CONTRACTOR WILL BE RESPONSIBLE TO REPAIR AND/OR REPLACE ANY CONCRETE FLATWORK OR A.C. PAVING DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR OR REPLACEMENT WORK SHALL BE DONE TO THE SATISFACTION OF THE CITY ENGINEER, AND REQUIRE PRIOR APPROVAL BY THE CITY'S DESIGNATED REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK. PAYMENT FOR BORING AND/OR ANY PAVING REPAIR OR REPLACEMENT SHALL BE CONSIDERED INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR IRRIGATION SYSTEM, AND NO ADDITIONAL COMPENSATION WILL BE MADE THEREFORE.

REFER TO SHEET LI.2 FOR IRRIGATION LEGEND AND NOTES  
REFER TO SHEETS LI.3 AND LI.4 FOR IRRIGATION DETAILS

  
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 Exp. 02-28-23  
 7-18-22  
 State of California

  
 811 DIGA ALERT  
 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA  
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 Checked By: **GV / ES**  
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**IRRIGATION PLAN**  
 Drawing No.:  
**LI.1**  
 SHEET **2** OF **7**

**BID SET - NOT FOR CONSTRUCTION**

CASA LOMA AVENUE

**GENERAL IRRIGATION NOTES**

1. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALL, RETAINING WALLS, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL REPAIR OR REPLACE, AT NO ADDITIONAL COST TO THE CITY, ALL ITEMS DAMAGED BY HIS WORK. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERALS THROUGH WALLS, UNDER ROADWAYS AND PAVING, ETC.
2. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN THE AREA DIMENSION EXIST THAT MIGHT NOT HAVE BEEN ADDRESSED IN THE DESIGN OF THE IRRIGATION SYSTEM. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY ALTERATIONS TO THE WORK.
3. THE CONTRACTOR SHALL OBTAIN, COORDINATE, AND PAY FOR ANY AND ALL INSPECTIONS AS REQUIRED.
4. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY ENCROACHMENT INTO ADJACENT PROPERTY, R.O.W.'S EASEMENTS SETBACKS OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER MARKED OR UNMARKED.
5. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED. INSTALL ALL HEADS WITH DOUBLE SWING JOINTS AS PER DETAIL. ALL HEADS ADJACENT TO PARKING LOTS, WALKS, ROADS, OR OTHER PAVED AREAS SHALL BE INSTALLED WITH POP-UP BODIES.
6. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM COVERAGE WITH MINIMAL MISTING AND/OR OVER SPRAY ONTO WALKS, STREETS, WALLS, ETC. SUBSTITUTION OF NOZZLE PATTERN OR RADIUS AS REQUIRED TO ACHIEVE OPTIMUM COVERAGE IS RESPONSIBILITY OF CONTRACTOR.
7. ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
8. TRENCHING WITHIN THE DRIPLINE OF LARGE EXISTING TREES SHALL BE PERFORMED BY HAND, AND WITH EXTREME CARE NOT TO SEVER ROOTS 1-1/2" IN DIAMETER AND LARGER. WHERE ROOTS 1-1/2" IN DIAMETER AND LARGER ARE ENCOUNTERED, THE CONTRACTOR SHALL TUNNEL UNDER SAID ROOTS. EXPOSED ROOTS THAT HAVE BEEN TUNNELED UNDER SHALL BE WRAPPED IN WET BURLAP AND KEPT MOIST WHILE THE TRENCH IS OPEN.
9. PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS OF LARGER SIZES MAY BE APPROVED. ALL DAMAGED AND REJECTED PIPE SHALL BE REMOVED FROM THE SITE AT THE TIME OF SAID REJECTION.

**IRRIGATION SYSTEM LAYOUT**

DUE TO THE SCALE OF THESE DRAWINGS THE CONTRACTOR SHOULD BE AWARE OF THE POSSIBILITY THAT THE NEED FOR MINOR ADJUSTMENTS TO THE IRRIGATION SYSTEM MAY BE NECESSARY TO PROVIDE PROPER COVERAGE. THESE ADJUSTMENTS COULD INCLUDE NOZZLE CHANGES AND/OR ADDITION OR DELETION OF INDIVIDUAL HEADS TO COMPENSATE FOR CHANGES MADE ON THE SITE. FURTHERMORE, THE IRRIGATION DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC., SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATIONS ONLY AND SHALL BE INSTALLED IN SHRUB AREAS WHEREVER POSSIBLE.

**EXISTING CONDITIONS**

THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY EXISTING DAMAGED ITEMS DURING CONSTRUCTION INCLUDING HARDSCAPE, LIGHTING, DRAINAGE, IRRIGATION EQUIPMENT, TREES, SHRUBS, TURF AND GROUNDCOVER. THE CONTRACTOR SHALL REPLACE ANY AND ALL DAMAGED ITEMS TO THE SATISFACTION OF THE ENGINEER.

**EQUIPMENT BOXES**

ALL REMOTE CONTROL VALVES, GATE VALVES, QUICK COUPLERS, ETC. SHALL BE INSTALLED IN SPECIFIED GREEN SUBGRADE VALVE BOXES AS SHOWN IN IRRIGATION LEGEND COMPLETE WITH LOCKING COVERS. VALVE BOXES SHALL BE CARSON BROOKS OR APPROVED EQUAL AND SHALL BE MARKED 'G.V.' FOR GATE VALVES, 'R.C.V.' FOR REMOTE CONTROL VALVES, 'Q.C.' FOR QUICK COUPLERS, ETC. REMOTE CONTROL VALVE BOXES ARE ALSO TO BE HEAT BRANDED WITH THE CONTROLLER AND STATION NUMBER. ALL MARKINGS SHALL BE 2" LETTERS AND NUMBERS.

**REMOTE CONTROL VALVE LABELS**

ALL VALVES ARE TO BE FASTENED WITH CHRISTY'S VALVE IDENTIFICATION TAGS IDENTIFYING STATION # AND APPROPRIATE CONTROLLER IDENTIFICATION INFORMATION.

**SLEEVING**

SLEEVES SHALL BE PLACED UNDER ALL DRIVEWAYS AND WALKS WHERE IRRIGATION LATERAL, MAINLINE, AND WIRE WILL CROSS. SLEEVES SHALL BE PVC SCH. 40, MINIMUM BURY 36" DEEP. MINIMUM DISTANCE PAST EDGE OF DRIVEWAY OR CONCRETE WALK SHALL BE 24". WATER AND WIRE SHALL NOT BE PLACED IN THE SAME SLEEVE. SLEEVES TO BE TWICE THE DIAMETER OF THE PIPE BEING SLEEVED. WIRE SLEEVES TO BE 2" DIA.

**POLYVINYL CHLORIDE PIPE CEMENT**

IPS WELD-ON PVC 721 BLUE MEDIUM-BODIED (USE WITH 1/2" TO 1-1/2" PVC PIPE)  
IPS WELD-ON PVC 711 GRAY HEAVY-BODIED (USE WITH 2" AND LARGER PVC PIPE AND ALL MAIN LINES)

**POLYVINYL CHLORIDE PIPE PRIMER**

IPS WELD-ON P-70 PRIMER PURPLE (USE WITH ALL PVC CONNECTIONS)

**DETECTABLE MARKING TAPE**

'CHRISTY'S' UNDERGROUND MARKING TAPE SHALL BE RUN WITH ALL MAINLINES AND MUST BE INSTALLED AT LEAST 6" ABOVE TOP OF PIPE.

**DIRECT BURIAL CONTROL WIRES**

(SOLID COPPER, 600 VOLT, TYPE UF)

COMMON WIRES:  
WHITE (#12 AWG)

STATION WIRES:  
(#14 AWG) COLOR-CODED REQUIREMENTS PER CITY STANDARD. SPARE WIRES MUST BE RUN TO THE FARTHEST VALVE MANIFOLD FROM THE CONTROLLER.

WIRE SPLICES/ CONNECTORS ARE TO BE 3M DBY DIRECT BURY SPLICE KIT. USE EXTRA SEALANT INSIDE CONNECTORS.

**PVC PIPE FITTINGS**

ALL FITTINGS CONNECTING PVC TO PVC SHALL BE SPEARS 'EverTUFF' TURF FITTINGS' COLORED BLUE OR APPROVED EQUAL. ALL PVC FITTINGS TO BRASS VALVES SHALL BE REINFORCED WITH STAINLESS STEEL COLLAR.

**IRRIGATION LEGEND**

IN-LINE DRIP							
SYMBOL	MANUFACTURER/ DESCRIPTION	NOZZLE	RAD.	HOUSING	FLOW	PSI	PRECIP. RATE
	RAINBIRD DRIP LINE TUBING AREA PERIMETER	XFS-06-12	N/A	INSTALL 4" BELOW FINISH GRADE. REFER TO DETAILS FOR TUBING LAYOUT.	0.6 GPH	30	N/A

TREE STREAM BUBBLERS							
SYMBOL	MANUFACTURER/ DESCRIPTION	NOZZLE	RAD.	HOUSING	FLOW	PSI	PRECIP. RATE
	RAINBIRD 6" POP-UP SPRAY BODY WITH HUNTER NOZZLE	MSBN-50Q STREAM BUBBLER	1.5 FT	1806-SAM-PRS	0.5 GPM	30	1.5 IN/HR

MISCELLANEOUS MATERIAL				
SYMBOL	MANUFACTURER/ DESCRIPTION	MODEL	HOUSING	COMMENTS
	RAINBIRD REMOTE CONTROL VALVE	EFB-CP	CARSON #1419 W/ FLUSH COVER AND L-BOLT LOCK	SIZE PER PLAN
	1" RAINBIRD REMOTE CONTROL DRIP ZONE VALVE	EFB-CP PRB-QKCHK-100	CARSON #1220 W/ FLUSH COVER AND L-BOLT LOCK	SIZE PER PLAN
	1-1/2" RAINBIRD REMOTE CONTROL DRIP ZONE VALVE	EFB-CP LCRBY150S PSI-H40X-150	CARSON #1324 W/ FLUSH COVER AND L-BOLT LOCK	SIZE PER PLAN
	RAINBIRD 1" QUICK COUPLING VALVE	44LRC	CARSON # 910 W/ T-COVER AND BOLT LOCK	INSTALL PER MANUFACT. SPECIFICATIONS
	NIBCO GATE VALVE	T-113-K	CARSON # 910 W/ T-COVER AND BOLT LOCK	VALVE SIZE TO MATCH LINE SIZE
N/A	NETAFIM LINE FLUSHING VALVE	TL050MFV-1	CARSON # 910 W/ T-COVER AND BOLT LOCK	INSTALL PER MANUFACT. SPECIFICATIONS
N/A	RAINBIRD AIR RELIEF VALVE KIT	ARV050	CARSON # 910 W/ T-COVER AND BOLT LOCK	INSTALL PER MANUFACT. SPECIFICATIONS
	RAINBIRD DRIP SYSTEM OPERATION INDICATOR	OPERIND		INSTALL PER MANUFACT. SPECIFICATIONS
	SUPERIOR 1-1/2" NORMALLY CLOSED MASTER VALVE	3200	CARSON #1419 W/ FLUSH COVER AND L-BOLT LOCK	INSTALL PER MANUFACT. SPECIFICATIONS
	GPI FLOWMEC ULTRASONIC 1-1/2" FLOW SENSOR	QS200-15	CARSON #1419 W/ FLUSH COVER AND L-BOLT LOCK	INSTALL PER MANUFACT. SPECIFICATIONS
	EXISTING 2" DOMESTIC WATER SERVICE		EXISTING	PROTECT IN PLACE
	EXISTING 2" BACKFLOW PREVENTER		EXISTING	PROTECT IN PLACE
	EXISTING (24) STATION CONTROLLER		EXISTING	PROTECT IN PLACE

PIPING			
SYMBOL	MANUFACTURER/ DESCRIPTION	MODEL	COMMENTS
	EXISTING PRESSURE MAINLINE		PROTECT IN PLACE AND MODIFY AS NEEDED. USE PVC CLASS 315 FOR SIZES 2" AND LARGER AND PVC SCH.40 FOR SIZES 1-1/2" AND SMALLER FOR ANY MODIFICATIONS DEEMED NECESSARY.
	EXISTING NON-PRESSURE LATERAL LINE		PROTECT IN PLACE MODIFY AS NEEDED
	NON-PRESSURE LATERAL LINE	SCHEDULE 40 PVC	SIZE PER PLAN INSTALL PER DETAILS
	EXISTING SLEEVING/CONDUIT		PROTECT IN PLACE MODIFY AS NEEDED
	SLEEVING	SCHEDULE 40 PVC	REFER TO IRRIGATION NOTES ON SHEET LI.4. INSTALL PER DETAILS

**REMOTE CONTROL VALVE**



**REMOTE CONTROL DRIP ZONE VALVE**



Landscaped Architect:  
**DVD**  
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Consultant:

811 DIGI ALERT

REGISTERED LANDSCAPE ARCHITECT  
CARY M. VASQUEZ  
NO. 3883  
SIGNATURE  
EXP. 02-28-23  
7-18-22  
DATE  
STATE OF CALIFORNIA

Revisions:

No.	Date	Revisions	By

Project: **CITY HALL LANDSCAPE RENOVATION PLANS**

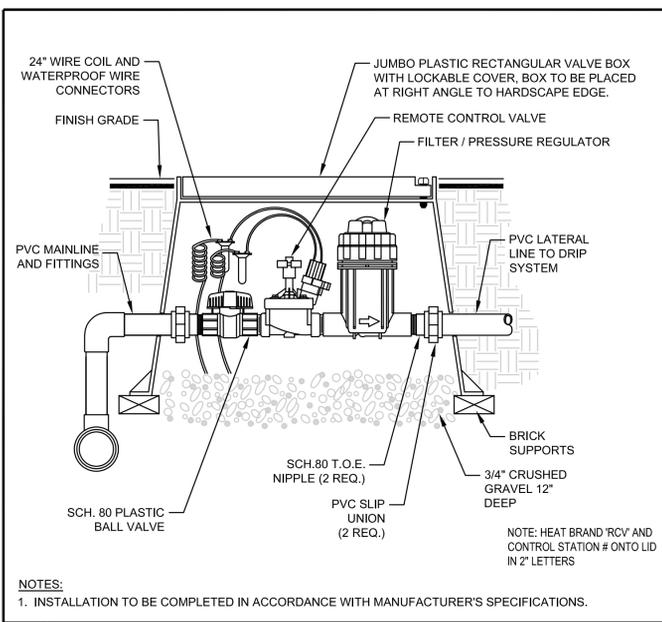
Owner: **City of Yorba Linda**

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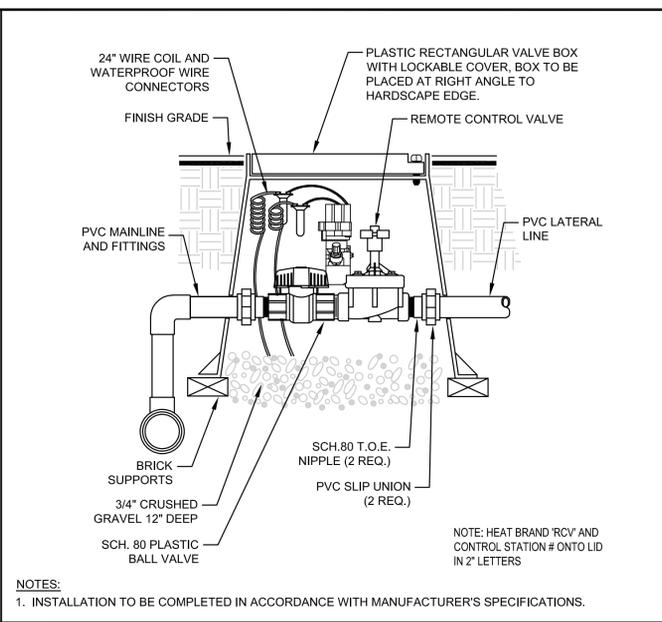
**IRRIGATION LEGEND & NOTES**

Drawing No.:  
**LI.2**  
SHEET **3** OF **7**

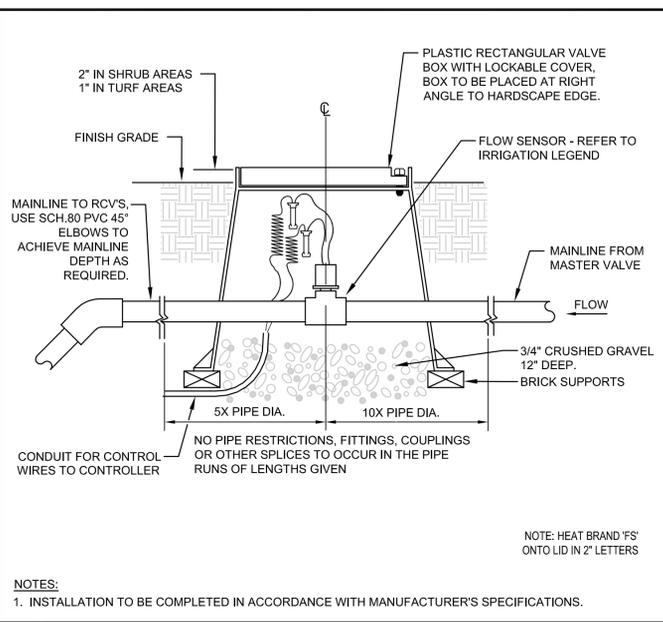
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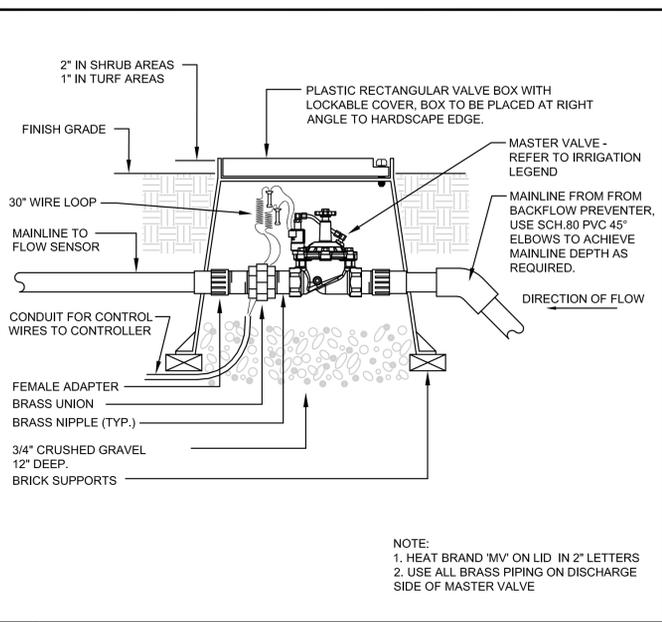
**D** REMOTE CTRL. DRIP ZONE VALVE (SIZE 1") NOT TO SCALE



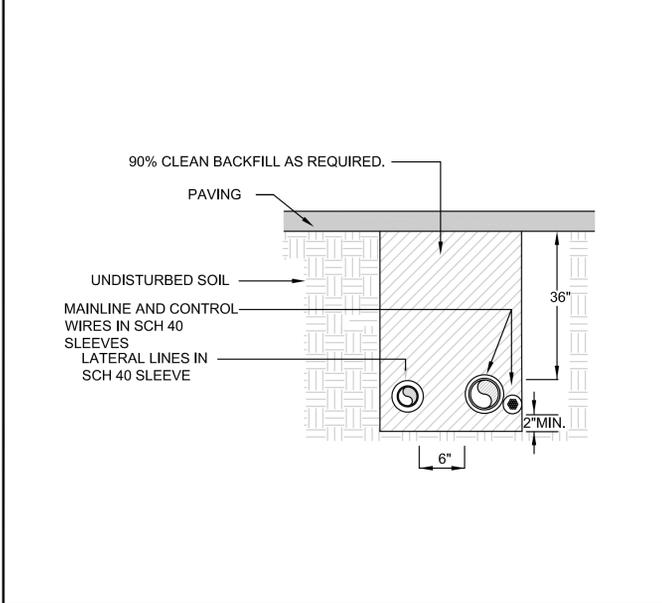
**C** REMOTE CONTROL VALVE NOT TO SCALE



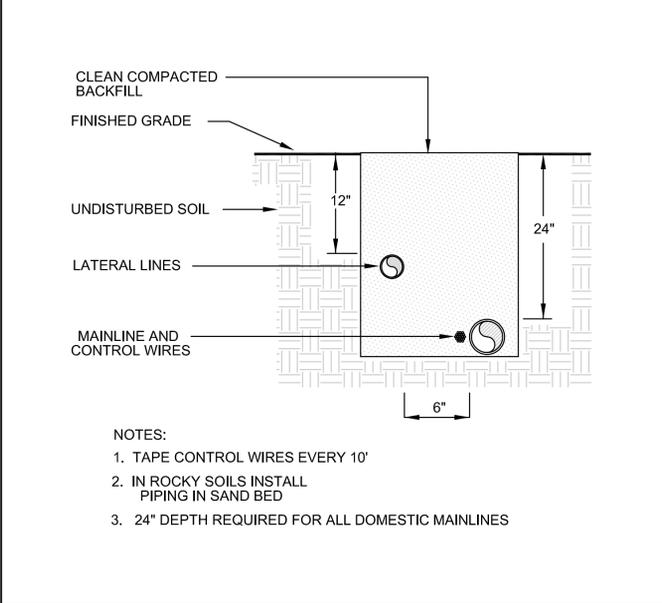
**B** FLOW SENSOR NOT TO SCALE



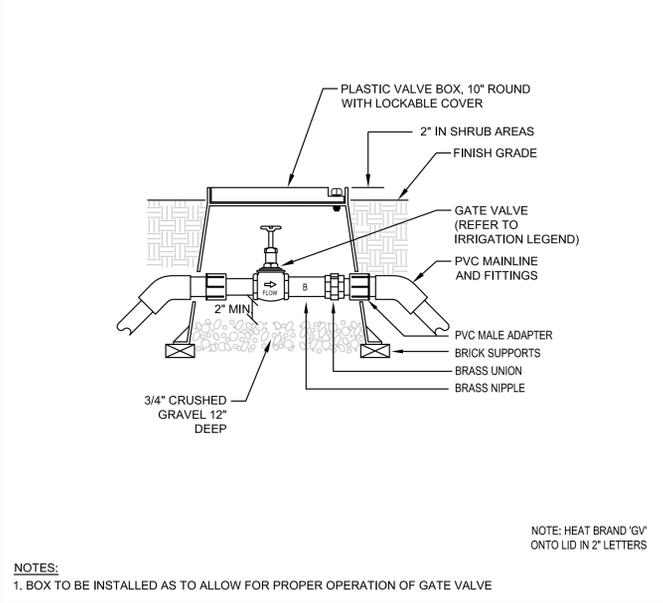
**A** MASTER VALVE NOT TO SCALE



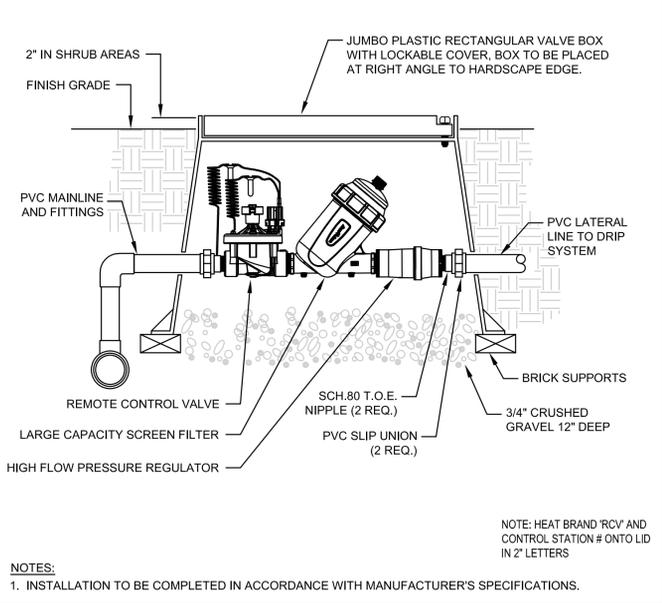
**H** SLEEVE INSTALLATION NOT TO SCALE



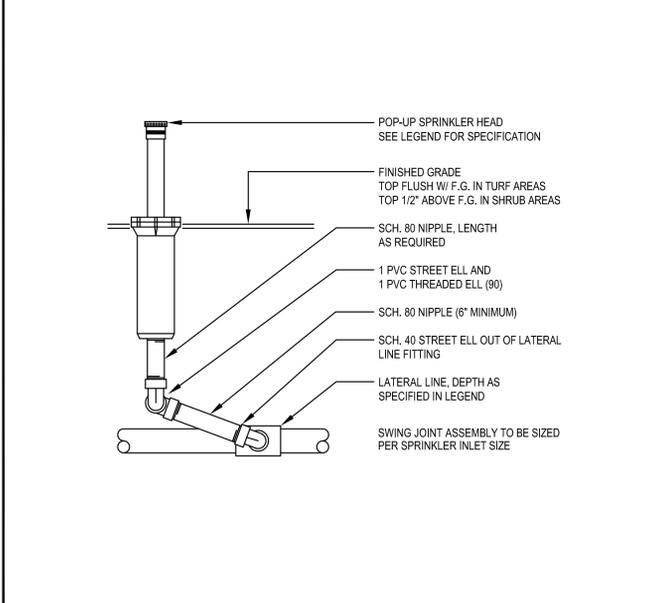
**G** PIPE INSTALLATION NOT TO SCALE



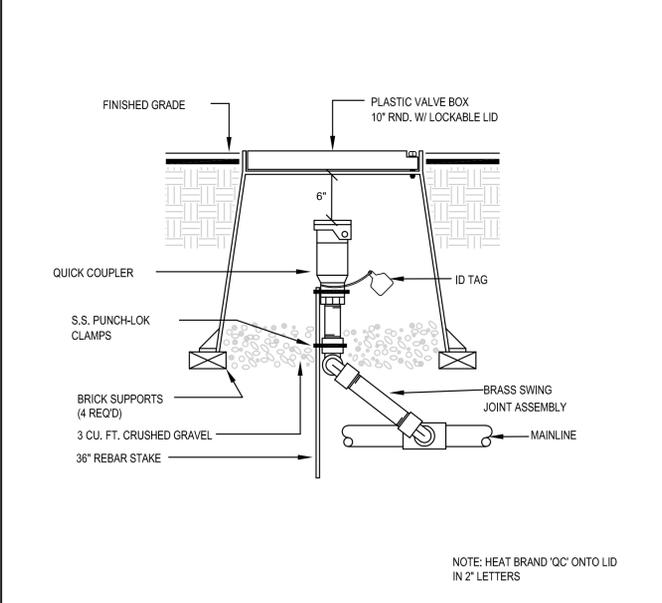
**F** GATE VALVE NOT TO SCALE



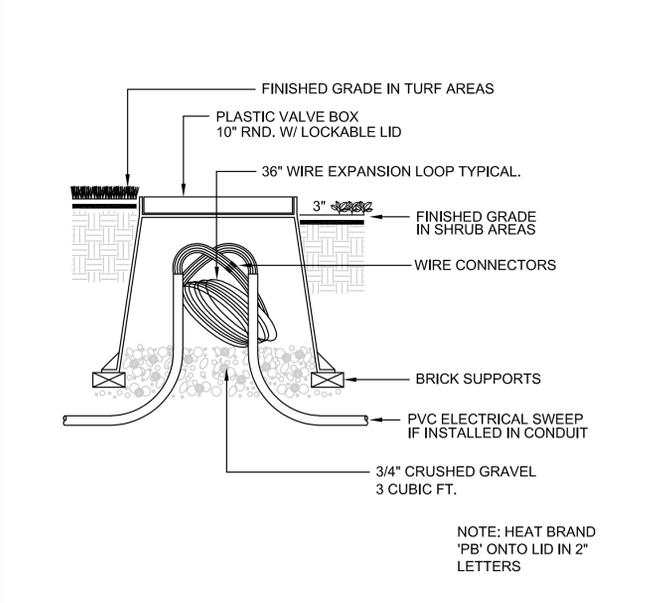
**E** REMOTE CTRL. DRIP ZONE VALVE (SIZE 1-1/2") NOT TO SCALE



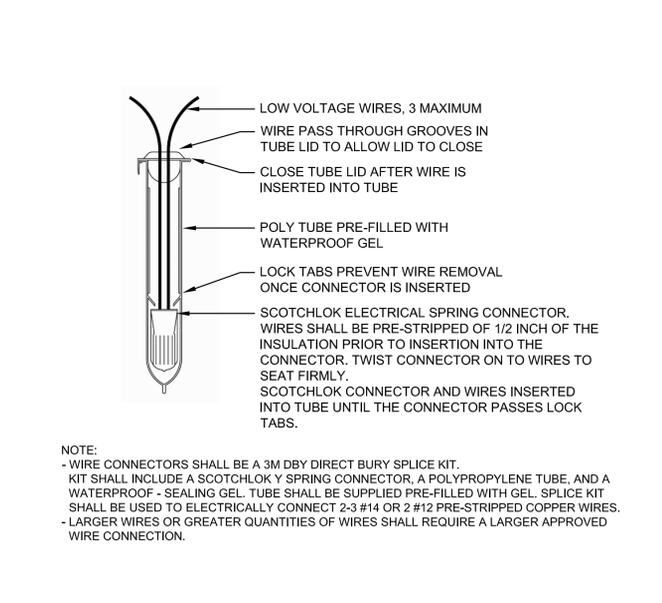
**L** POP-UP SPRAY HEAD NOT TO SCALE



**K** QUICK COUPLING VALVE NOT TO SCALE



**J** PULL BOX NOT TO SCALE



**I** WIRE CONNECTIONS NOT TO SCALE

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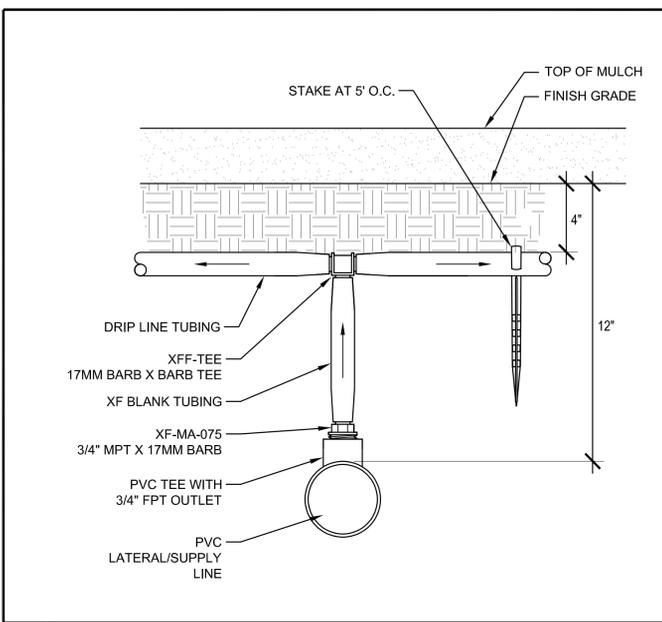
Consultant:  
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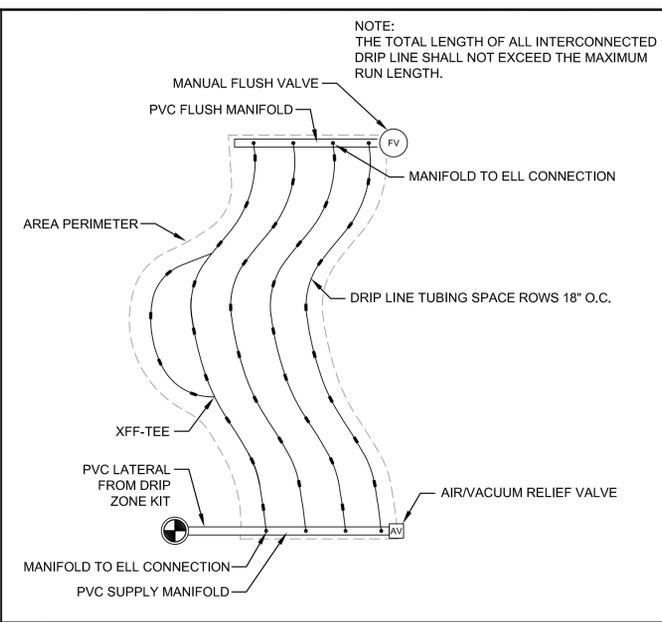
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**LI.3**

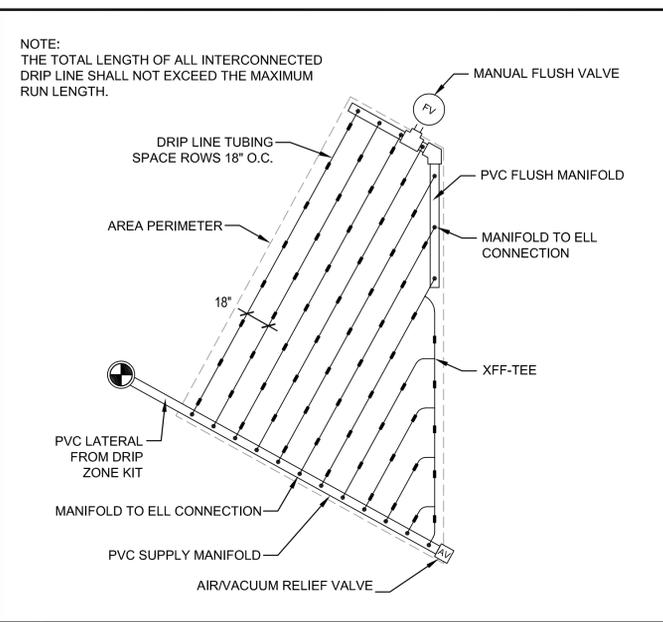
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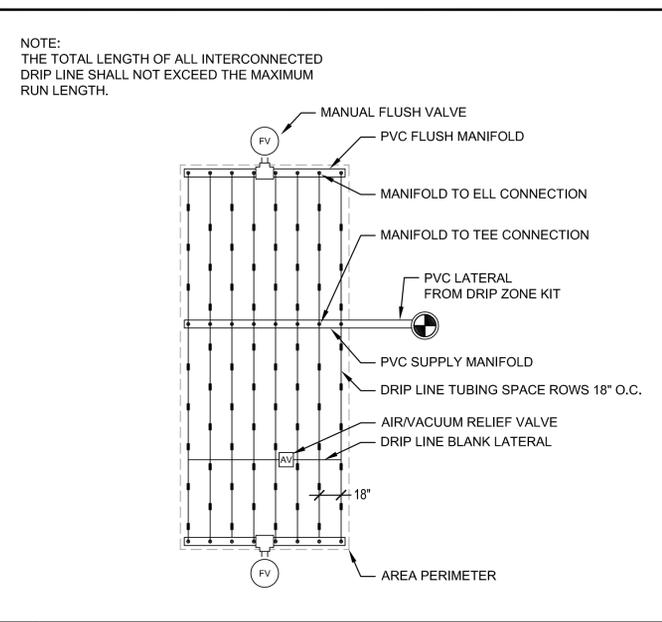
**D** DRIP LINE MANIFOLD TO TEE CONNECTION



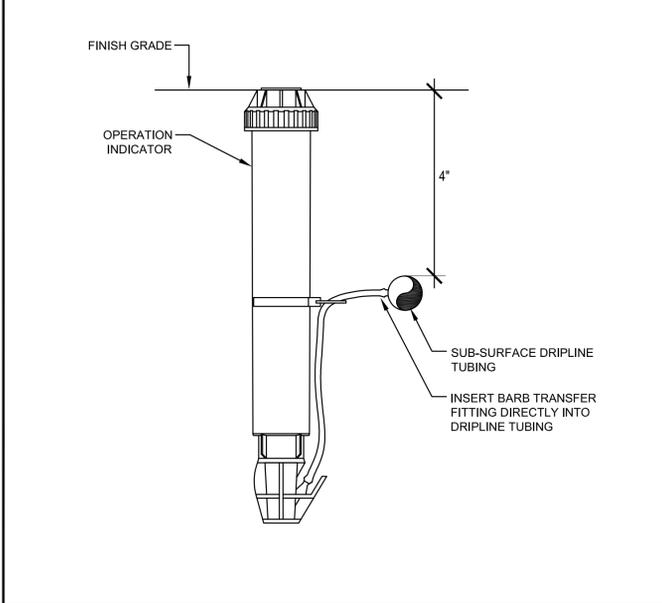
**C** DRIP LINE IRREGULAR LAYOUT NOT TO SCALE



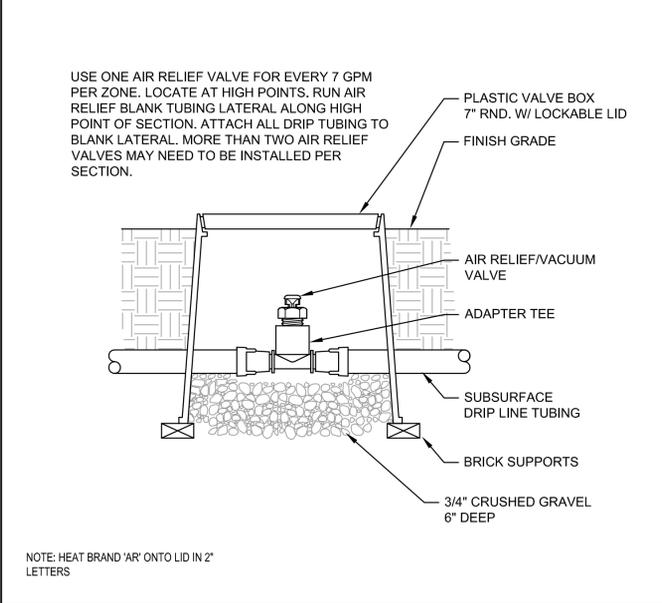
**B** DRIP LINE TRIANGULAR LAYOUT NOT TO SCALE



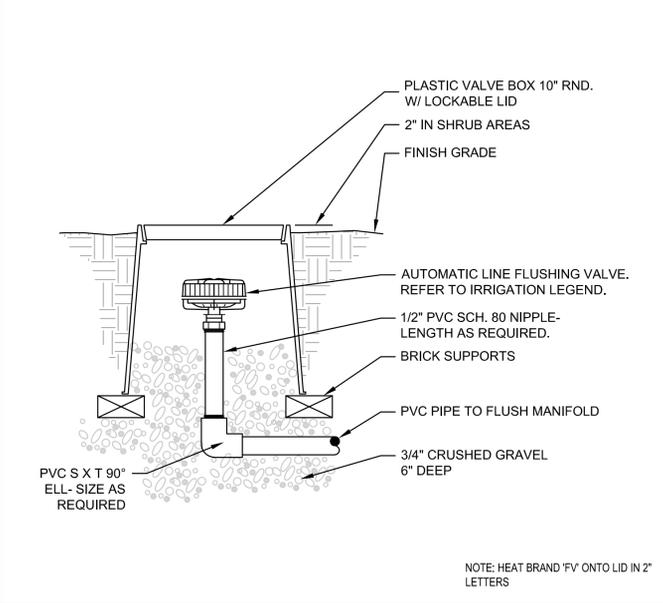
**A** DRIP LINE LAYOUT NOT TO SCALE



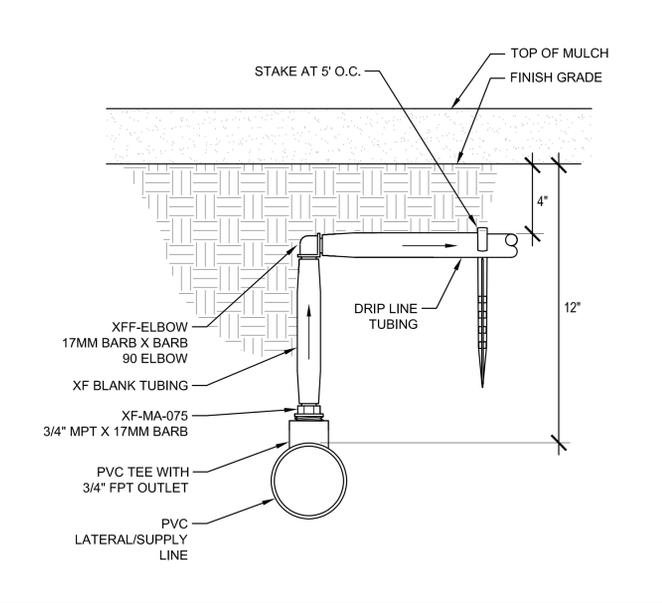
**H** DRIPLINE OPERATION INDICATOR



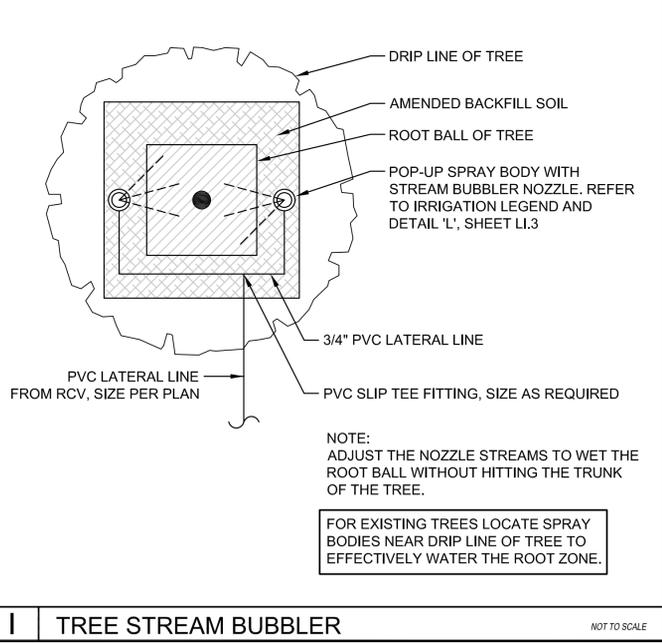
**G** DRIP AIR RELIEF VALVE NOT TO SCALE



**F** LINE FLUSHING VALVE NOT TO SCALE



**E** DRIP LINE MANIFOLD TO ELL CONNECTION NOT TO SCALE



**I** TREE STREAM BUBBLER NOT TO SCALE

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 Phone: (714) 641-1300  
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 e-mail: drawings@dvolzdesign.com  
 www.dvolzdesign.com

Consultant:  
 REGISTERED LANDSCAPE ARCHITECT  
 GARY M. VASQUEZ  
 NO. 3883  
 SIGNATURE  
 EXP. 02-28-23  
 7-18-22 DATE  
 STATE OF CALIFORNIA

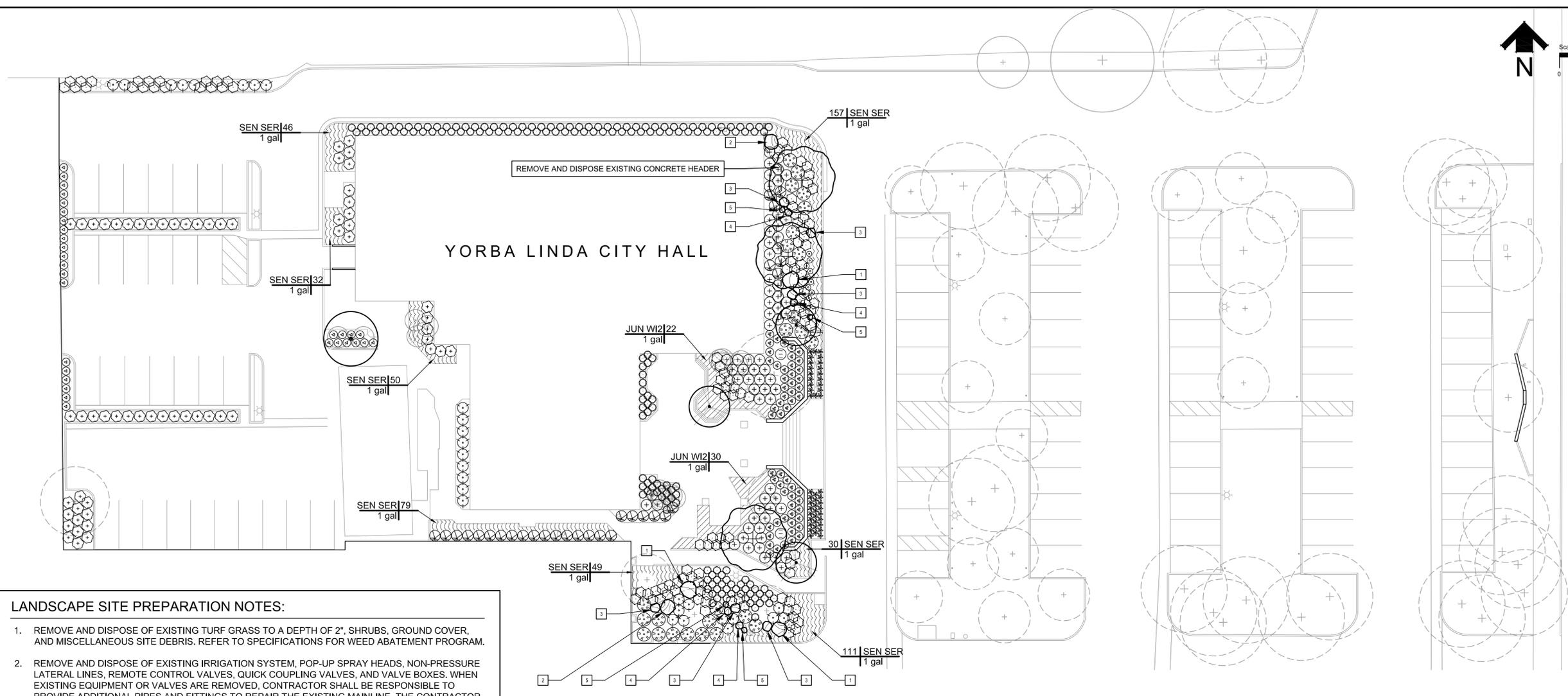
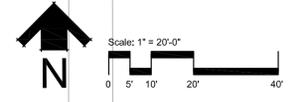
**811**  
 DIGA ALERT  
 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA  
 ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE. BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTRACTING UNDERGROUND SERVICE ALERT. DIAL 811

Revisions:	No.	Date	Revisions	By

Project:  
**CITY HALL LANDSCAPE RENOVATION PLANS**  
 Owner:  
**City of Yorba Linda**  
 Project No.:  
 Drawn By: PC / LP  
 Checked By: GV / ES  
 Date: JULY 18, 2022  
 Scale: AS SHOWN  
 Drawing Title:

**IRRIGATION DETAILS**  
 Drawing No.:  
**LI.4**  
 SHEET 5 OF 7

**BID SET - NOT FOR CONSTRUCTION**



CASA LOMA AVENUE

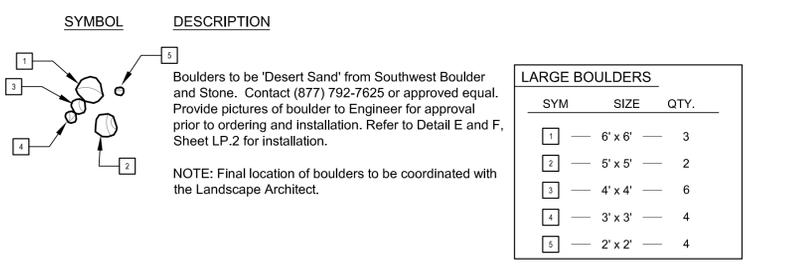
**LANDSCAPE SITE PREPARATION NOTES:**

1. REMOVE AND DISPOSE OF EXISTING TURF GRASS TO A DEPTH OF 2". SHRUBS, GROUND COVER, AND MISCELLANEOUS SITE DEBRIS. REFER TO SPECIFICATIONS FOR WEED ABATEMENT PROGRAM.
2. REMOVE AND DISPOSE OF EXISTING IRRIGATION SYSTEM, POP-UP SPRAY HEADS, NON-PRESSURE LATERAL LINES, REMOTE CONTROL VALVES, QUICK COUPLING VALVES, AND VALVE BOXES. WHEN EXISTING EQUIPMENT OR VALVES ARE REMOVED, CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADDITIONAL PIPES AND FITTINGS TO REPAIR THE EXISTING MAINLINE. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ANY NECESSARY MATERIALS AND/OR EQUIPMENT TO SUCCESSFULLY REPAIR THE EXISTING MAINLINE.

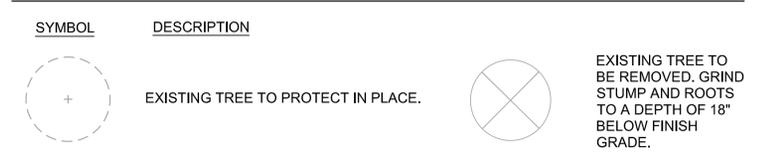
**PROTECT IN PLACE THE FOLLOWING ITEMS:**

1. IRRIGATION CONTROLLERS, PRESSURE MAINLINE, BACKFLOW PREVENTERS, CONTROL WIRES, AND GATE VALVES.
2. STREET, TRAFFIC SIGNS, AND STREET LIGHTS.
3. TREES, EXCEPT WHERE NOTED ON PLAN TO BE REMOVED.
4. CURB AND GUTTER.
5. UTILITIES ABOVE OR AT GRADE.

**BOULDER & COBBLE LEGEND**



**EXISTING TREES**



SEE SHEET LP.2 FOR PLANTING NOTES AND DETAILS

**PLANT\_SCHEDULE\_CITY\_HALL**

TREES	CODE	BOTANICAL / COMMON NAME	SIZE	WUCOLS	QTY	REMARKS
	ARB MRN	Arbutus x 'Marina' Marina Strawberry Tree Standard	24"box	LOW	1	Standard Trunk
	CER DES	Cercidium x 'Desert Museum' Desert Museum Palo Verde	24"box	VERY LOW	3	Standard Trunk
	CER FOR	Cercis canadensis 'Forest Pansy' Forest Pansy Eastern Redbud	24"box	LOW	3	Standard Trunk

SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	WUCOLS	QTY	REMARKS
	AGA ATT	Agave attenuata Foxtail Agave	5 gal	LOW	110	Contractor to minimize soil disturbance near tree roots whenever possible.
	ALO STR	Aloe striata Coral Aloe	1 gal	LOW	46	Contractor to minimize soil disturbance near tree roots whenever possible.
	BOU JOL	Bougainvillea x 'La Jolla' La Jolla Bougainvillea	15 gal	LOW	25	Contractor to minimize soil disturbance near tree roots whenever possible.
	CAL L N	Callistemon viminalis 'Little John' Little John Weeping Bottlebrush	5 gal	LOW	30	Contractor to minimize soil disturbance near tree roots whenever possible.
	HES PAR	Hesperaloe parviflora Red Yucca	15 gal	VERY LOW	29	Contractor to minimize soil disturbance near tree roots whenever possible.

SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	WUCOLS	QTY	REMARKS
	LAN M05	Lantana x 'Mone' TM Tangerine Trailing Lantana	1 gal	VERY LOW	9	Contractor to minimize soil disturbance near tree roots whenever possible.
	LEU COM	Leucophyllum frutescens 'Compacta' Compact Texas Ranger	5 gal	LOW	28	
	LOM TRO	Lomandra hystrix 'Tropic Belle' Tropic Belle Mat Rush	5 gal	MEDIUM	166	Contractor to minimize soil disturbance near tree roots whenever possible.
	PER ATR	Perovskia atriplicifolia Russian Sage	5 gal	LOW	56	Contractor to minimize soil disturbance near tree roots whenever possible.
	ROS CBC	Rosa x 'Iceburg' Iceburg White Rose	5 gal	MEDIUM	62	Contractor to minimize soil disturbance near tree roots whenever possible.
	TEC STA	Tecoma stans Yellow Bells	15 gal	LOW	2	Contractor to minimize soil disturbance near tree roots whenever possible.
	VER LIL	Verbena ilicina 'De la Mina' De la Mina Lilac Verbena	5 gal	VERY LOW	67	Contractor to minimize soil disturbance near tree roots whenever possible.

GROUND COVERS	CODE	BOTANICAL / COMMON NAME	SIZE	WUCOLS	SPACING	QTY	REMARKS
	JUN W 2	Juniperus horizontalis 'Wiltonii' Blue Rug Juniper	1 gal	LOW	36" o.c.	52	Contractor to minimize soil disturbance near tree roots whenever possible.
	SEN SER	Senecio serpens Blue Chalksticks	1 gal	LOW	18" o.c.	554	Contractor to minimize soil disturbance near tree roots whenever possible.

Landscape Architect:  
**DVD**  
 David Volz Design  
 Landscape Architecture & Park Planning  
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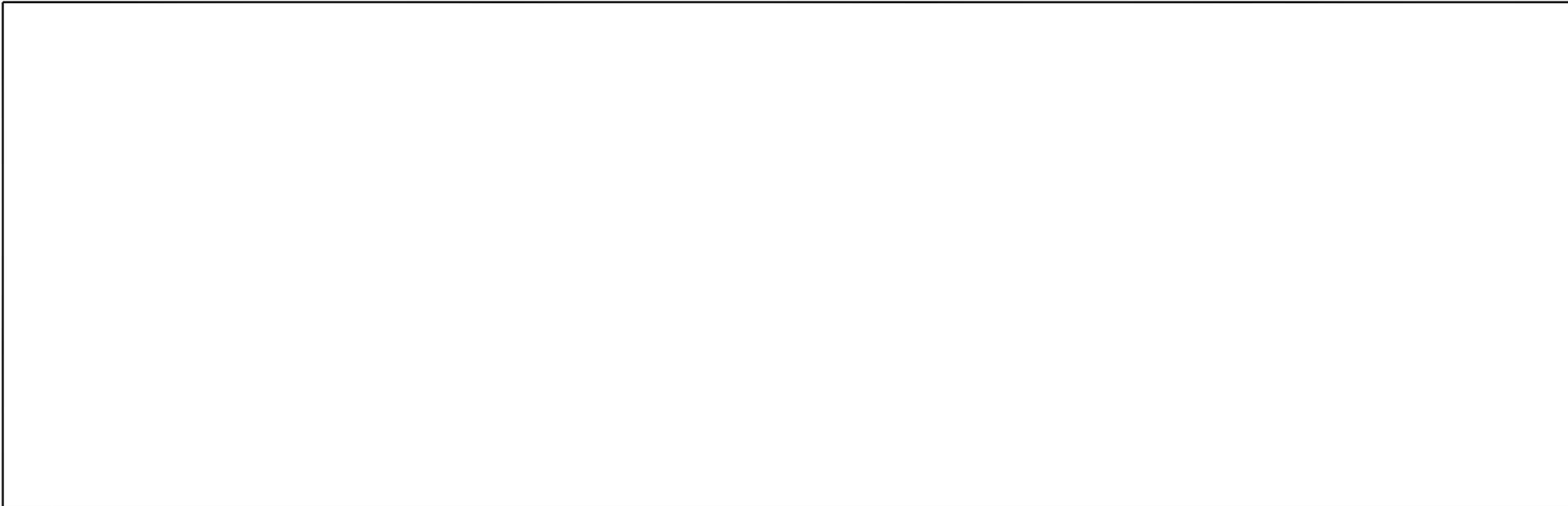
Revisions:  

No.	Date	Revisions	By

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 LANDSCAPE  
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 Owner:  
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 Drawing Title:

**PLANTING PLAN**  
 Drawing No.:  
**LP.1**  
 SHEET 6 OF 7

**BID SET - NOT FOR CONSTRUCTION**



E DELETED

**PLANTING NOTES**

1. ALL LOCAL, MUNICIPAL, COUNTY AND STATE LAWS, RULES, AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE PART OF THE PROJECT PLANS AND SPECIFICATIONS; AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR. ADDITIONALLY, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE LATEST EDITION OF THE APWA, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, ("GREEN BOOK"), AND THE PROJECT SPECIFICATIONS.

WHENEVER SPECIAL REQUIREMENTS CONFLICT ON ANY SUBJECT MATTER, THE PARKS SUPERINTENDENT, OR HIS/HER DESIGNATED REPRESENTATIVE, WILL DETERMINE WHICH SPECIAL REQUIREMENTS AND/OR CODES SHALL GOVERN.

2. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA (DIG ALERT) AT LEAST TWO (2) WORKING DAYS BEFORE DIGGING, EXCAVATING, OR CONSTRUCTION. PHONE 1-800-422-4333 OR 811.

3. THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES IN AREA CONFIGURATION OR SIZES, OR IN DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN ENGINEERING. SUCH OBSTRUCTIONS, OR DIFFERENCES, SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER, OR HIS DESIGNATED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY AND SHALL PERFORM SUCH REVISIONS AT HIS OWN EXPENSE.

4. FINISH GRADE ALL PLANTING AREAS TO ACHIEVE A MINIMUM 2% DRAINAGE AND SMOOTH AND EVEN CONDITION, MAKING SURE THAT NO WATER POCKETS OR IRREGULARITIES REMAIN. REMOVE AND DISPOSE OF ALL SURFACE STONES, ROOTS, WEEDS, DEBRIS, FOREIGN MATERIALS, CLOUDS, AND ROCKS OVER (1) INCH IN DIAMETER SO THAT AFTER CONDITIONING AND PLANTING THE GRADE IS TWO INCHES (2") BELOW ADJACENT HARDSCAPE EXCEPT ALONG CURB CUT AREAS. CONTRACTOR IS TO ENSURE SMOOTH TRANSITION FROM EXISTING TO NEW GRADE.

5. ALL INSPECTIONS HEREIN SPECIFIED SHALL BE MADE BY THE PARKS SUPERINTENDENT, OR HIS/HER DESIGNATED REPRESENTATIVE. THE CONTRACTOR SHALL REQUEST INSPECTION AT LEAST 48 HOURS IN ADVANCE OF THE TIME THE INSPECTION IS REQUIRED.

6. ALL EXISTING LANDSCAPED AREAS DAMAGED DURING CONSTRUCTION MUST BE RESTORED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. RESTORATION OF EXISTING LANDSCAPE AREAS SHALL BE DONE TO THE SATISFACTION OF THE ENGINEER.

7. ALL PLANT MATERIAL SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE PARKS SUPERINTENDENT, OR HIS/HER DESIGNATED REPRESENTATIVE, BEFORE PLANTING. ALL PLANT MATERIAL DELIVERED ON-SITE WILL BE INSPECTED FOR SIZE AND CONDITION OF ROOT GROWTH, INSECTS, INJURIES, AND DEFECTS. PLANTS NOT APPROVED ARE TO BE REMOVED FROM THE SITE IMMEDIATELY AND REPLACED WITH SUITABLE PLANTS. THE PARKS SUPERINTENDENT RESERVES THE RIGHT TO REJECT ENTIRE LOTS OF PLANTS REPRESENTED BY DEFECTIVE SAMPLES. ALL PLANT MATERIAL SHALL HAVE NURSERY TAGS WHEN DELIVERED TO THE SITE.

8. STAKE TREES AS INDICATED PER TREE PLANTING DETAIL.

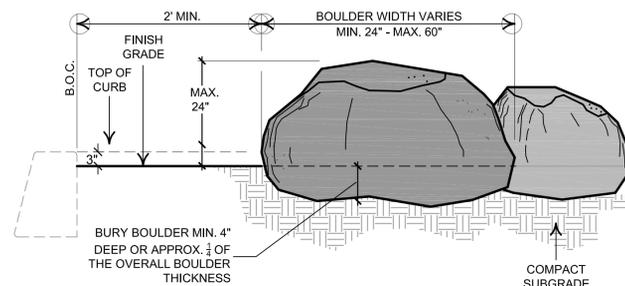
9. FINAL LOCATION OF ALL PLANT MATERIAL IS SUBJECT TO THE APPROVAL OF THE PARKS SUPERINTENDENT PRIOR TO PLANTING.

10. THE CONTRACTOR IS RESPONSIBLE FOR COUNT VERIFICATION AND IS TO SUPPLY THE QUANTITIES DELINEATED GRAPHICALLY ON PLANS.

11. PLANT ESTABLISHMENT AND MAINTENANCE PERIOD SHALL BEGIN IMMEDIATELY AFTER INSPECTION AND ACCEPTANCE OF THE WORK BY THE PARKS SUPERINTENDENT, OR HIS DESIGNATED REPRESENTATIVE. PLANT ESTABLISHMENT AND MAINTENANCE PERIOD SHALL BE FOR A DURATION STATED IN THE SPECIFICATIONS. PLANT ESTABLISHMENT AND MAINTENANCE SHALL BE PERFORMED PER THE PROJECT SPECIFICATIONS.

12. SUPPLEMENTAL HAND WATERING MAY BE REQUIRED DURING THE MAINTENANCE PERIOD TO ESTABLISH PLANT MATERIAL.

13. PLACE WOOD CHIP MULCH IN ALL PLANTED AREAS AT A MINIMUM DEPTH OF 3". DO NOT INSTALL MULCH WITHIN A 6" DIA. OF ANY TREE OR SHRUB TRUNK. CONTRACTOR TO PROVIDE A SAMPLE MULCH FOR THE REVIEW AND APPROVAL OF THE PARKS SUPERINTENDENT PRIOR TO INSTALLATION. REFER TO SPECIFICATIONS.



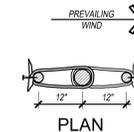
- NOTE:
1. ALL BOULDERS TO BE SET PARTIALLY BURIED TO ACHIEVE NATURAL OUTCROPPING APPEARANCE.
  2. BOULDERS IN CLUSTER ARE TO BE SET AT VARIOUS HEIGHTS.
  3. CONTRACTOR TO KEEP BOULDERS 2' MINIMUM CLEAR FROM BACK OF CURB.
  4. REFER TO SHEET LP.1 FOR BOULDER SIZES, QUANTITIES AND SOURCE.

F LANDSCAPE BOULDER NOT TO SCALE

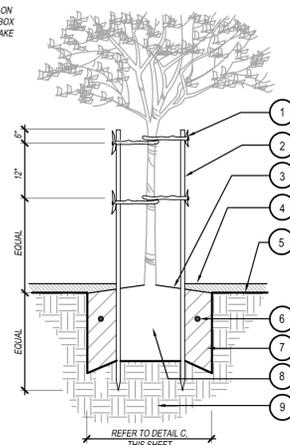
**LEGEND**

- 1 - V.I.T. - CINCH-TIES
- 2 - LODGEPOLE PINE STAKE 3 INCH DIA. BY 10 FEET LONG
- 3 - TOP OF ROOT BALL TO BE FLUSH TO FINISH GRADE
- 4 - WOOD MULCH
- 5 - FINISH GRADE
- 6 - PLANTING TABLET - PLACE IN TOP 12" OF PLANTING HOLE. SEE SPECIFICATIONS FOR QUANTITY PER TREE
- 7 - AMENDED SOIL FOR PLANTING- REFER TO SOILS REPORT
- 8 - ROOTBALL
- 9 - NATIVE SUBGRADE

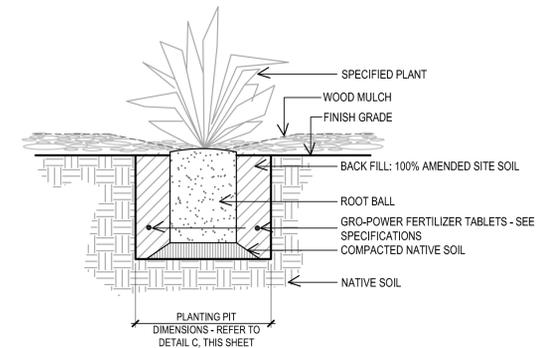
(NOTE: USE CINCH-TIE 24" FOR 15 GALLON SIZE TREES AND CINCH-TIE 32" FOR 24" BOX TREES & LARGER. ATTACH TO TREE STAKE WITH GALVANIZED NAIL.)



NOTE: MINIMUM (2) TIES (TOP & BOTTOM) REQUIRED. USE THIRD TIE WHEN NECESSARY TO HOLD TREE IN UPRIGHT POSITION. TIES TO BE SECURED TO AVOID SLIPPAGE. WRAP STAKE TO FORM FIGURE EIGHT. SCREW WITH (1) GALV. SCREW THROUGH EACH TIE INTO POLE.

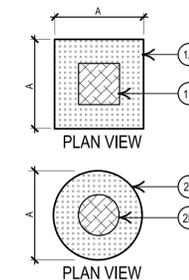


A TREE STAKING AND PLANTING DETAIL NOT TO SCALE



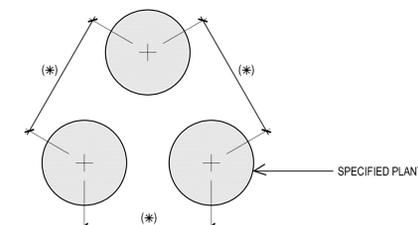
B SHRUB PLANTING DETAIL NOT TO SCALE

CONTAINER/BOX SIZE	"A" WIDTH/DIAMETER	DEPTH
1 GALLON	12 INCHES	12 INCHES
5 GALLON	26 INCHES	22 INCHES
15 GALLON	36 INCHES	24 INCHES
24 INCH BOX	48 INCHES	28 INCHES
30 INCH BOX	54 INCHES	33 INCHES
36 INCH BOX	66 INCHES	44 INCHES
48 INCH BOX	84 INCHES	60 INCHES



- BOX TREES**
- 1A - PLANT PIT TO BE SQUARE, SEE CHART ABOVE FOR THE PLANT PIT DIMENSIONS.
  - 1B - ROOTBALL
- CONTAINER PLANTS**
- 2A - PLANT PIT TO BE ROUND, SEE CHART ABOVE FOR THE PLANT PIT DIMENSIONS.
  - 2B - ROOTBALL

C PLANT PIT DIMENSIONS NOT TO SCALE



(\*) - REFER TO PLANT LEGEND FOR TRIANGLE SPACING DISTANCE

D TRIANGULAR SPACING NOT TO SCALE

  
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA  
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**PLANTING DETAILS AND NOTES**

Drawing No.: \_\_\_\_\_  
**LP.2**  
 SHEET **7** OF **7**

**BID SET - NOT FOR CONSTRUCTION**