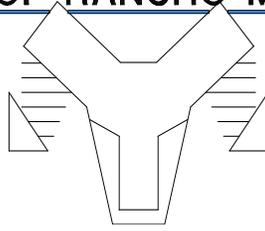


**CITY OF RANCHO MIRAGE**



**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
LANDSCAPE REHABILITATION FOR  
CYPRESS LANE  
SPECIAL BENEFIT ZONES A & D**

**(FROM LOS ALAMOS DRIVE TO PALOMINO LANE)**

**PROJECT NO. CP 11-266**

**JANUARY 2012  
(revised from December 2011 version)**

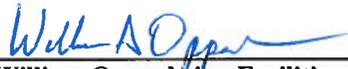
**Prepared by:**

**CITY OF RANCHO MIRAGE  
PUBLIC WORKS DEPARTMENT  
FACILITIES MAINTENANCE**

**CITY OF RANCHO MIRAGE  
69-825 Highway 111  
Rancho Mirage, CA 92270  
(760) 770-3224  
(760) 770-3261 Fax**

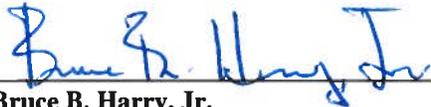
**CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
LANDSCAPE REHABILITATION FOR CYPRESS LANE  
SPECIAL BENEFIT ZONES A & D  
(FROM LOS ALAMOS DRIVE TO PALOMINO LANE)  
PROJECT NO. CP 11-266**

**Prepared Under the Supervision of:**



\_\_\_\_\_  
**William Oppenheim, Facilities & Fleet Maintenance Manager  
City of Rancho Mirage**

**Approved By:**



\_\_\_\_\_  
**Bruce B. Harry, Jr.  
Director of Public Works**

1/24/12

\_\_\_\_\_  
**Date**

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**NOTICE INVITING SEALED BIDS FOR  
LANDSCAPE REHABILITATION FOR CYPRESS LANE  
SPECIAL BENEFIT ZONES A & D  
(FROM LOS ALAMOS DRIVE TO PALOMINO LANE)  
PROJECT NO. CP 11-266**

PUBLIC NOTICE IS HEREBY GIVEN that the CITY OF RANCHO MIRAGE, hereinafter referred to as CITY, invites sealed bids for the above-stated project and will receive such bids in the offices of the Director of Public Works up to the hour of **2:00 P.M. on Thursday the 23<sup>rd</sup> day of February, 2012**, at which time they will be publicly opened and read aloud.

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above-stated project. The general items of work to be done hereunder consist of demo work, constructing new irrigation, landscaping, concrete pavers and landscape lighting as well as all other related work, at Cypress Lane Special Benefit Zones A & D (from Los Alamos Drive to Palomino Lane).

Plans, Specifications, and Contract Documents are available only through the City's website at: [www.RanchoMirageCA.gov](http://www.RanchoMirageCA.gov). Select Public Notices under Quick Links, Plans and Specifications, then Landscape Rehabilitation for Cypress Lane Special Benefit Zones A & D, CP 11-266. If you are interested in this project, you will need to visit the City's website and sign up. Once you have signed up you will receive an email with the requested documents for download and printing.

A pre-bid conference will be conducted at Rancho Mirage City Hall Conference Room No. 3 (69825 Highway 111, Rancho Mirage, CA) on **Wednesday, February 15<sup>th</sup>, 2012, 10:00 A.M.**, local time. Contractor(s) shall have the opportunity for clarification or interpretation of any point or points of question within the plans and contract documents or specifications. It is the contractor's responsibility to be in attendance at this conference to receive any information disclosed during the proceedings, for the CITY shall not disseminate any records of the conference. Exclusive of written addenda and this pre-bid conference, the CITY shall not be responsible for any instructions, explanations, or interpretations of the plans, specifications, and contract documents presented to the bidders in any manner.

Funding for the work is with all local funds and, as provided under City Charter, this contract will not require compliance with prevailing wage requirements of the State of California.

The contract documents call for monthly progress payments based upon the REPRESENTATIVE'S estimate of the percentage of work completed. The CITY 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 Public Contract Code, Part 5, Section 22300 and the provisions of the contract documents pertaining to Substitution of Securities.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR LANDSCAPE REHABILITATION FOR CYPRESS LANE SPECIAL BENEFIT ZONES A & D (FROM LOS ALAMOS DRIVE TO PALOMINO LANE) - DO NOT OPEN WITH REGULAR MAIL.**" CITY staff will not be available to respond to questions on the day of bid opening.

The CITY reserves the right to reject any or all bids, to waive any irregularity, to accept any bid or portion thereof, and to take all bids under advisement for a period of sixty (60) days.

At the time of contract award, the prime contractor shall possess a current and active State of California Class "A" contractor's license and/or any combination of Class "C" specialty contractor's license(s) sufficient to perform the work.

BY ORDER OF the CITY COUNCIL.

Dated this 25<sup>th</sup> day of January, 2012

By Vallerie Walthour  
Vallerie Walthour, Public Works Department Secretary  
City of Rancho Mirage  
69-825 Highway 111  
Rancho Mirage, CA 92270  
(760) 770-3224

## **SECTION 00100 INSTRUCTIONS TO BIDDERS**

### **PROPOSAL FORMS**

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

### **PROPOSAL GUARANTEE (BID BOND)**

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the CITY in the 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 CITY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

### **NONCOLLUSION 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 CITY 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 Noncollusion Affidavit shall be executed and submitted with the proposal.

### **PROPOSAL BID SHEET**

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids shall 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/her own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price shall be considered to be the bid.

### **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 CITY'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 LANDSCAPE REHABILITATION FOR CYPRESS LANE SPECIAL BENEFIT ZONES A & D CITY PROJECT (FROM LOS ALAMOS DRIVE TO PALOMINO LANE) CP 11-266 - DO NOT OPEN WITH REGULAR MAIL.**"

### **WITHDRAWAL OF PROPOSALS**

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY'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.

**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 interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

**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 that may be applicable.

**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 shall be rejected, and the bidder disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

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

**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'S REPRESENTATIVE of said CITY a written request for an interpretation or correction thereof. The person submitting the request shall 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 shall be mailed or delivered to each person receiving a set of such documents. The CITY'S REPRESENTATIVE will not be responsible for any other explanation or interpretations of the proposed documents.

**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/her 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/her bid irregular and may result in its rejection by the CITY.

**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 or 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.

## **AWARD OF CONTRACT**

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, shall be to the lowest responsible and responsive Bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a current and active Class A Contractors License or a combination of Class C license(s), as required to perform the work issued by the State of California. Additionally, the CITY 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 CITY. 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/her proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY 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.

## **LABOR CODE**

Funding for the Work is with all local funds and, as provided under City Charter, will NOT require compliance with the prevailing wage requirements of the State of California. The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining his/her bid, and will not under any circumstances be considered as the basis of a claim against the CITY 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.

## **WORKERS 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 Director of the California Department of Industrial Relations.

In accordance with this section and with Section 1861 of the State of California 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.

## **CLAYTON ACT AND CARTWRIGHT ACT**

Section 4551 of the State Government Code specifies that in executing a public works contract with the CITY to supply goods, services or materials, the CONTRACTOR or Subcontractor 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tenders final payment to the CONTRACTOR without further acknowledgment by the parties.

**SUBSTITUTION OF SECURITIES**

In conformance with the State of California Public Contract Code, Part 5, Section 22300, the CONTRACTOR may substitute securities for any monies withheld by the CITY to ensure performance under the contract.

At the request and expense of the CONTRACTOR, the CONTRACTOR has the option to set up an escrow agreement account with a local bank for direct deposit of the retention or deposit securities which have been approved by the CITY 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 CITY, pursuant to the construction contract. Said securities shall be solely for this project. When the CONTRACTOR deposits the CITY-approved securities with the escrow agent, the escrow agent shall notify the CITY 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 be submitted for CITY 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 CITY that the CONTRACTOR has satisfactorily completed his/her contract obligations.

The type of escrow account or types of securities deposited and the method of release shall be approved by the CITY Attorney's office.



**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 \_\_\_\_\_

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 dbas, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows:

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





**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_,  
as BIDDER, and \_\_\_\_\_  
as SURETY, are held and firmly bound unto the CITY OF RANCHO MIRAGE, as CITY, in the penal sum of \_\_\_\_\_dollars  
(\$\_\_\_\_\_), which is ten percent (10%) of the total amount bid by BIDDER to CITY  
for the above-stated project, for the payment of which sum BIDDER and SURETY agree to be bound jointly,  
severally and firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to  
CITY 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 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 CITY.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2012. (seal)

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

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

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

**NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.**

**BID BOND - page 2**

(seal)

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

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

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

\_\_\_\_\_  
Title

**NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED**

**NONCOLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )

)

COUNTY OF )

\_\_\_\_\_, being first duly sworn, deposes and says that he is (sole owner, a partner, president, etc.) of \_\_\_\_\_ the party making the foregoing bid;

That such 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 a collusive or sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not, directly or indirectly submitted his/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 in connection, organization, bid depository, or to any member or persons as have a partnership or other financial interest with said bidder in his/her general business.

Signed: \_\_\_\_\_

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

**SIGNATURE MUST BE NOTARIZED**

**BID PROPOSAL  
 LANDSCAPE REHABILITATION FOR  
 CYPRESS LANE SPECIAL BENEFIT ZONE A  
 (FROM LOS ALAMOS DRIVE TO PALOMINO LANE)  
 PROJECT NO. CP 11-266**

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, bonds & insurance (not to exceed 10% of total bid)	1	LS	\$
2.	Traffic control	1	LS	\$
3.	Demolition (Clearing & Grubbing)	1	LS	\$
4.	3/4" Crushed Rock	5,345	____SF	\$
5.	3/8" Crushed Rock	5,250	____SF	\$
6.	Palm, 15 Gal, Chaermerops Humulis	15	____EA	\$
7.	Muhlenbergia Capillaris, 5 Gal	8	____EA	\$
8.	Salvia Greggii, 5 Gal	86	____EA	\$
9.	Bougainvillea 'Oo-La-La', 5 Gal	107	____EA	\$
10.	Agava Americana, 5 Gal	6	____EA	\$
11.	2"- 4" Cobble Stone	1,060	____SF	\$
12.	Boulder 3', Desert Gold	112	____EA	\$
13.	Boulder 4', Desert Gold	34	____EA	\$
14.	Soil Preparation & Fine Grading	1	LS	\$
15.	Complete and Operational Irrigation System – Less Controller	1	LS	\$
16.	90 DAYS MAINTENANCE	1	LS	\$
17.	Controller-Rainbird-ESPLXD50	1	____EA	\$
18.	ENCROACHMENT PERMIT FEE		\$10,500	\$10,500

<b>TOTAL BID AMOUNT (ITEMS 1-18)</b>		\$
<b>Bid amount in words:</b> _____		
_____		

*Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work. The accuracy of the figures is not guaranteed and the bidder shall make their own estimates from the drawings. In the case of a variation between the unit price and the totals shown by the bidder, the unit price shall be considered to be the bid to determine the final pay amount.*

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

\_\_\_\_\_  
 Telephone Number

**BID PROPOSAL  
LANDSCAPE REHABILITATION FOR  
CYPRESS LANE SPECIAL BENEFIT ZONE D  
(FROM LOS ALAMOS DRIVE TO PALOMINO LANE)  
PROJECT NO. CP 11-266**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>TOTAL PRICE</b>
1.	Mobilization, bonds & insurance (not to exceed 10% of total bid)	1	LS	\$
2.	Traffic control	1	LS	\$
3.	Demolition (Clearing & Grubbing)	1	LS	\$
4.	3/4" Crushed Rock	12,340	____SF	\$
5.	3/8" Crushed Rock	10,318	____SF	\$
6.	Palm, 15 Gal, Cheamerops Humulis	57	____EA	\$
7.	Muhlenbergia Capillaris, 5 Gal	201	____EA	\$
8.	Salvia Greggii, 5 Gal	218	____EA	\$
9.	Callistemon 'Little John', 5 Gal	117	____EA	\$
10.	Bougainvillea 'Oo-La-La', 5 Gal	217	____EA	\$
11.	Agava Americana, 5 Gal	25	____EA	\$
12.	Vine-Calliandra Enaequilatera, 1 Gal	221	____EA	\$
13.	2"- 4" Cobble Stone	2,724	____SF	\$
14.	Boulder 3', Desert Gold	240	____EA	\$
15.	Boulder 4', Desert Gold	83	____EA	\$
16.	Soil Preparation & Fine Grading	1	LS	\$
17.	Complete and Operational Irrigation System (No Controller)	1	LS	\$
18.	Sleeve – Control Wiring	1	LS	\$
19.	90 DAYS MAINTENANCE	1	LS	\$
20.	ENCROACHMENT PERMIT FEE	1	\$10,500	\$10,500
<b>TOTAL BID AMOUNT (ITEMS 1-20)</b>				<b>\$</b>
<b>Bid amount in words:</b> _____				
_____				

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work. The accuracy of the figures is not guaranteed and the bidder shall make their own estimates from the drawings. In the case of a variation between the unit price and the totals shown by the bidder, the unit price shall be considered to be the bid to determine the final pay amount.

\_\_\_\_\_  
Bidder's Name Telephone Number

**STANDARD AGREEMENT FOR PUBLIC WORKS CONSTRUCTION**

The CITY OF RANCHO MIRAGE and \_\_\_\_\_ ("CONTRACTOR") agree as follows:

A. CONTRACTOR shall construct the following public improvements ("work") identified as:

**LANDSCAPE REHABILITATION FOR CYPRESS LANE SPECIAL BENEFIT ZONES A & D (FROM LOS ALAMOS DRIVE TO PALOMINO LANE), CP 11-266**

B. CITY-approved plans and specifications for the construction of the work, which are incorporated herein by reference and prepared by:

**RANCHO MIRAGE PUBLIC WORKS DEPARTMENT**

are identified as:

**LANDSCAPE REHABILITATION FOR CYPRESS LANE SPECIAL BENEFIT ZONES A & D (FROM LOS ALAMOS DRIVE TO PALOMINO LANE), CP 11-266**

C. The following are attached hereto and made a part hereof and/or are incorporated by reference: Schedule A, Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Technical Provisions, Plans, and all referenced specifications, details, standard drawings and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to ensure its completion in an acceptable manner.

1. **COMPENSATION:** For and in consideration of the payments to be made and by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the work, and to fulfill all other obligations as set forth herein.

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damage and consequences arising out of the nature of work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified herein; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work and all other unknowns or risks of any description connected with the work.

PART 1 - CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth herein.

2. **IMPROVEMENTS:** For valuable consideration, CONTRACTOR agrees to do, or cause to be done, all of the work described herein by the date specified in Schedule A. CONTRACTOR warrants that all of the materials supplied and work to be done will be of good quality and workmanship. Said work shall be in strict conformity with the plans and specifications of the work, the standard specifications and drawings for public improvements adopted by CITY and this agreement. CONTRACTOR shall furnish all transportation, equipment, labor, services, permits, utilities and all other items necessary to complete the work. CONTRACTOR shall pay all claims, demands and liability arising out of, or resulting from or in connection with, the performance of the work. CONTRACTOR shall furnish accurate "as constructed" plans. CONTRACTOR'S obligations herein are not limited by any cost estimates nor will any estimate be a measure of damages.

3. **TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written Notice from the Owner and shall be completed within sixty (60) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

4. **INSURANCE:** CONTRACTOR shall not commence or continue to perform any work unless CONTRACTOR has in full force and effect all required insurance with companies satisfactory to CITY. To be acceptable, insurers must be authorized to do business, and have an agent for service of process in California, and have an "A" policyholder's rating and a financial rating of at least Class V, in accordance with the current Best's Ratings. CONTRACTOR shall not perform or permit any subcontractor to perform any work unless the workers' compensation insurance requirements have been complied with by each of them. All insurance policies shall be maintained until the work is accepted by CITY and provide for coverage of all causes of action or disputes arising out of acts in performance of the construction of the work herein, whether said causes or disputes are filed or brought to the attention of CITY before or after the termination of this contract.

PART 2 - As evidence of coverage, CONTRACTOR shall provide certificates of insurance and endorsement on CITY forms. Each certificate shall bear an endorsement to right of cancellation or change in coverage with thirty (30) days' notice in writing delivered to CITY.

PART 3 - Before commencement of the work, CONTRACTOR shall provide certificate(s) of insurance, satisfactory to CITY, certifying that CONTRACTOR and each of Contractor's subcontractors has, for the agreement period, full workers' compensation insurance coverage for all persons who are or may be employed in carrying out the work.

PART 4 - Before commencement of the work, CONTRACTOR shall provide to CITY certificates of insurance and endorsements that CONTRACTOR has liability insurance coverage naming CITY as an additional insured for both bodily injury and property damage in a single limit of not less than that specified in Schedule A for any one occurrence.

Liability insurance coverage shall include each of the following types of insurance as required by CITY to carry out this agreement:

- |   |   |
|---|---|
| <p>A. General Liability</p> <ol style="list-style-type: none"> <li>1. Comprehensive Form</li> <li>2. Premises-Operations</li> <li>3. Explosion and Collapse Hazard</li> <li>4. Underground Hazard</li> <li>5. Products/Completed Operations Hazard</li> <li>6. Contractual Insurance</li> <li>7. Broad Form Property Damage including Completed Operations</li> <li>8. Independent Contractors</li> <li>9. Personal Injury</li> </ol> | <p>B. Automobile Liability</p> <ol style="list-style-type: none"> <li>1. Comprehensive Form, Including Loading and Unloading</li> <li>2. Owned</li> <li>3. Hired</li> <li>4. Non-owned</li> </ol> |
|---|---|

Any liability insurance shall include CITY, CITY COUNCIL members, ENGINEER, and their consultants, officials, directors, officers, agents and employees as additional insured. Insurance afforded them shall be primary insurance, and the amount provided shall not be reduced or prorated because of any other insurance they might have. Nothing contained in these insurance requirements shall limit the liability of CONTRACTOR or CONTRACTOR'S sureties. Review and acceptance of insurance certificates shall not constitute any representation by CITY or its representatives that any required insurance has been issued.

5. **CONTRACTOR'S LIABILITY:** CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, be solely and completely responsible for all matters effecting the design, prosecution, progress and completion of the work (both on and off the job site). CONTRACTOR shall be responsible for observing all laws. CONTRACTOR shall provide for public convenience and safety and safety of workers, including CONTRACTOR'S workers and those of CONTRACTOR'S subcontractors, suppliers and others contributing to the work. CONTRACTOR shall protect CITY property and property rights of others, including the location, maintenance and replacement of utilities, whether shown on the plans or not. CONTRACTOR shall give prior notification to utility owners. CONTRACTOR shall notify Underground Service Alert at 1-800-422-4133 at least 48 hours prior to start of construction. CONTRACTOR shall protect against, and prevent drainage from, storm runoff. CONTRACTOR shall not interfere with easements, rights-of-way and encroachment permits. Nothing in this agreement, the specifications, or other contract documents, or CITY'S approval of the plans and specifications or inspection of the work is intended to include CITY'S review, inspection, acknowledgment of or responsibility for any such matters. CITY, CITY COUNCIL members, ENGINEER, and their consultants and each of their officials, directors, officers, employees and agents shall have no responsibility or liability for the above.
6. **CONTRACTOR'S INDEMNIFICATION:** CONTRACTOR shall indemnify and hold harmless CITY, CITY COUNCIL members, ENGINEER, and their consultants and each of their officials, directors, officers, agents and employees from and against all liability, claims, damages, losses, expenses and other costs, including costs of defense and attorneys' fees arising out of or resulting from or in connection with all matters affecting the design or construction of the work, both on and off the job site, and during and after completion. This, provided any of the above is: (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including the loss of use resulting therefrom, and (2) caused in whole or in part by any act or omission of CONTRACTOR, CONTRACTOR'S engineer, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable. All of this regardless of whether or not it is caused in part by any act or omission (active, passive or comparative negligence included) of a party indemnified hereunder. Said indemnification and agreement to hold harmless shall extend to injuries to persons and damages to or taking of property resulting from all matters affecting the design or construction of said improvements or the diversion of waters or from all matters affecting the design or construction or maintenance of drainage systems, streets and other improvements. Acceptance of these improvements by CITY shall not constitute an assumption by CITY of any responsibility for such damage or taking. As to any and all claims against the indemnified parties by any employee of CONTRACTOR, any contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnity obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR, subcontractor, supplier or other person under workers' compensation acts, disability benefit acts or other employee acts.

PART 5 - CONTRACTOR shall also indemnify and hold harmless CITY, CITY COUNCIL members, ENGINEER, and their consultants, and each of their officials, directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees and other costs, including costs of defense, which any of them may incur both during and after completion with respect to any latent deficiency in all matters affecting the design, specifications, surveying, planning, supervision, observation or construction of the improvements referred to herein or any injury to a person or property, real or personal, as a result of any such latent portions of the work which CITY reasonably suspects may also be defective by reason of known defects in the work or other work performed by CONTRACTOR or CONTRACTOR'S subcontractors, or suppliers or designed by their representatives. Provisions of this paragraph shall remain in effect ten (10) years following acceptance of improvements by the City. Nothing contained herein shall limit CITY'S remedies pursuant to Code of Civil Procedure, Section 337.15.

7. **SECURITY:** With the execution of this agreement, CONTRACTOR shall furnish and deliver to CITY, at no expense to CITY, a payment bond and a performance bond. Each shall be in the amount of CITY-approved estimate specified on Schedule A. Bonds shall be furnished by surety companies satisfactory to CITY on the forms provided by CITY. No alterations or substitution of said forms shall be allowed. To be acceptable, surety companies must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating. The bonds shall be limited to amounts acceptable to the Treasury Department.

None of the following shall in any way affect the obligations of any surety. Each surety waives notice thereof: (a) any change, extension of time, alteration or additions to the terms of the agreement, or the work to be performed, or the plans and specifications therefore; (b) any matters unknown to surety which might affect surety's risk, except that CITY shall advise surety upon request of the following: (1) any written claims it receives from unpaid subcontractors or suppliers, (2) any written orders received from other public authorities charging violations of laws, ordinances or regulations, and (3) failure of CONTRACTOR to comply with any written notice to correct defective work. The obligations of CONTRACTOR shall not be limited by the amount of such bonds.

8. **TYPES/AMOUNT OF SECURITY:** If specified in Schedule A, in lieu of payment and performance bonds, CONTRACTOR may furnish CITY either cash, a Letter of Credit, or an Agreement of Deposit as security for performance. Said security shall be in an amount not less than 100% of the cost estimate and, in addition, for payment of those furnishing materials, labor or equipment in an amount not less than 100% of the cost estimate. Said security agreements shall be on forms furnished by CITY. No alterations or substitution of said forms shall be allowed. The obligations of CONTRACTOR shall not be limited by the amount of the security required. No interest shall be paid CONTRACTOR on any cash deposit made pursuant to this paragraph.
9. **SUBSTITUTION OF SECURITIES:** In conformance with the State of California Public Contract Code, Part 5, Section 22300, CONTRACTOR may substitute securities for any monies withheld by the CITY to ensure performance under this agreement.

At the request and expense of CONTRACTOR, CONTRACTOR has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for CONTRACTOR's direct deposit of securities as a substitute for retention earnings required to be withheld by the CITY. Upon CONTRACTOR's completion of its obligations hereunder, as evidenced by the CITY's acceptance of the work pursuant to Section 12 hereof, the escrow agent shall return the securities to CONTRACTOR. The escrow agent shall notify the CITY within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the CITY and shall designate CONTRACTOR as the beneficial owner. Alternatively, on written request of CONTRACTOR, the CITY shall make payments of the retention earnings directly to the escrow account.

10. **PARTIAL UTILIZATION:** Until all work has been completed and accepted by CITY and all other public authorities having jurisdiction, CONTRACTOR shall be responsible for the care and maintenance of, or any damage to, the work.

PART 6 - When the work or any portion of it is sufficiently complete to be utilized or placed into service, CITY shall have the right, upon written notification to CONTRACTOR, to utilize such portions of the work and to place the operable portions into service. With this notice and commencement of utilization or operation by CITY, CONTRACTOR shall be relieved of the duty of maintaining the portions so utilized or placed into operation. However, such use and operation shall not relieve CONTRACTOR of the full responsibility for completing the work in its entirety, for making good any defective work or materials, for protecting the work from damage, and for being responsible for damage and for the work as set forth herein. Nor shall such action by CITY be deemed completion and acceptance. Further, such action shall not relieve CONTRACTOR or CONTRACTOR'S sureties and insurers of the provisions hereof relating to indemnity and guarantees.

PART 7 -

11. **ACCEPTANCE OF PROJECT - WARRANTY:** Acceptance of the work shall only be by action of the CITY COUNCIL. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by CITY of any defects in the work. From and after acceptance, the work shall be owned and operated by CITY. As a condition to acceptance, CONTRACTOR shall certify to CITY in writing that all of the work has been performed in strict conformity with the agreement and that all costs have been paid or supplied to CITY security, satisfactory to CITY, guaranteeing such performance. In addition to CONTRACTOR'S other obligations under the agreement CONTRACTOR warrants all work and materials to be good quality and fit for the purpose and intended use. CONTRACTOR shall also repair, replace and restore any other work which is displaced in correcting defective work as well as other portions of the work which CITY by reason of such defects reasonably suspects may also be defective.

In the event of a failure to commence with the compliance of above-mentioned conditions within seven (7) calendar days after being notified in writing or failure to diligently pursue such compliance to completion, CITY is hereby authorized to proceed to have the defects repaired and made good at the expense of CONTRACTOR who hereby agrees to pay the cost and charges therefor immediately on demand.

If, in the opinion of CITY, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to CITY or to prevent interruption of operations, CITY shall attempt to give the CONTRACTOR notice. If CONTRACTOR cannot be contacted or does not comply with CITY'S request for correction within a reasonable time as determined by CITY, CITY may proceed to make such correction or provide such repair. The costs of such correction or repair shall be charged against CONTRACTOR, who agrees to make payment for said costs upon demand.

Corrective action by CITY will not relieve CONTRACTOR or CONTRACTOR'S sureties or insurers of the guarantees and indemnities of this agreement.

PART 8 - This paragraph does not in any way limit CITY'S remedies pursuant to Code of Civil Procedure, Section 337 and 337.15, or the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee period. CONTRACTOR agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish CITY all appropriate guarantees or warranty certificates upon completion of the project. No manufacturer's guarantee period shall in any way limit the liability of CONTRACTOR or CONTRACTOR'S sureties and insurers under the indemnity or insurance provisions of this agreement.

12. **CONTRACTORS AND AGENTS:** CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of CONTRACTOR'S subcontractor and of the persons directly or indirectly employed by CONTRACTOR'S subcontractor as CONTRACTOR is for the acts and omissions of persons directly or indirectly employed by CONTRACTOR. Nothing contained in the agreement shall create any contractual relationship between any subcontractor or others and CITY. CONTRACTOR shall bind every contractor to be bound by the terms of this agreement.
13. **DEFAULT BY CONTRACTOR:** CONTRACTOR shall be in default of this agreement if: CONTRACTOR refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any written extension thereof, or fails to complete such work within such time, or if CONTRACTOR should be adjudged a bankrupt, make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, or if CONTRACTOR or any of their subcontractors violate any of the provisions of this agreement, or if CONTRACTOR fails to make prompt payment for materials or labor, or if CONTRACTOR disregards laws, ordinances, or instructions of CITY. CITY may thereafter serve written notice upon the CONTRACTOR and CONTRACTOR'S surety of its intention to declare this agreement in default. Said notice shall contain the reasons for such intention to declare a default. Unless, within ten (10) days after the service of such notice, such violations shall cease and satisfactory arrangements for the corrections thereof be made, this agreement shall upon the expiration of said time be in default.

SCHEDULE 0 - Upon such default, CITY shall serve written notice thereof upon the surety and CONTRACTOR, and the surety shall have the right to take over and perform this agreement. If the surety does not, within fifteen (15) days after the serving upon it of a notice of a default, give CITY written notice of its intention to take over and perform this agreement or does not commence performance thereof within thirty (30) days from the date of CITY'S notice, CITY may take over the work and prosecute the same to the extent of completion it deems necessary by contract or by any other method it may deem advisable for the account and at the expense of CONTRACTOR, and the surety shall be liable to CITY for any cost or other damage occasioned CITY thereby. In such event CITY may, without liability for so doing, take possession of, and utilize in completing such work, such materials, appliances, plants, and other property belonging to CONTRACTOR that may be on the site of the work and be necessary therefor. Should surety fail to take over and diligently perform the agreement upon Principal's default, surety agrees to promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of CONTRACTOR'S obligations. For any such work the CITY elects to complete by furnishing its own employees, materials, tools, and equipment, CITY shall receive reasonable compensation therefor including costs of supervision and overhead.

CITY may, at its option, elect not to complete any or all of the work and may elect not to accept any of the work already completed. If CITY elects not to accept any of the work, then all CITY'S obligations to CONTRACTOR and the lands to be served shall terminate. CITY'S obligations to CONTRACTOR and the lands to be served shall continue to the extent of any acceptance, subject to CITY'S right to offset any sums due the CITY.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to CITY.

14. **DELAY BY CONTRACTOR:** If the work is suspended or otherwise not continuously prosecuted for any cause whatsoever, within or without the time for completion, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, remove and replace all or any portion of the work already completed and inspected which CITY, in its sole discretion, determines is or can be damaged.

15. **ATTORNEYS' FEES AND COSTS**: Should CITY engage an attorney to enforce any provision of this agreement or to defend any claim brought by anyone arising out of the failure of CONTRACTOR to perform any of CONTRACTOR'S obligations under this agreement, CONTRACTOR shall pay all of CITY'S attorneys' fees incurred in connection therewith, with or without suit, whether or not said attorney is in the regular employ of the CITY.
16. **BLANK**
17. **BLANK**
18. **ASSIGNMENT**: The performance of the agreement may not be assigned except upon the written consent of CITY. Consent will not be given to any proposed assignment which would relieve CONTRACTOR or CONTRACTOR'S sureties of their responsibilities under the agreement unless CITY finds that assignee can perform this agreement and provide security comparable to that provided by CONTRACTOR.
19. **NOTICE**: All notices required hereunder shall be deemed served or given upon the earlier of actual receipt or deposit in the U.S. Postal Service, first class postage prepaid, addressed to CONTRACTOR at the address set forth below, to the surety at the address in the security instrument, and to CITY at 69-825 Highway 111, Rancho Mirage, California 92270.

**CITY OF RANCHO MIRAGE  
STANDARD AGREEMENT FOR PUBLIC WORKS CONSTRUCTION  
SIGNATURE REQUIREMENTS  
(Limited Partnership/General Partnership/Corporation)**

**1     WHERE PRINCIPAL IS A LIMITED PARTNERSHIP**

- A.    General Partner shall execute on behalf of the limited partnership.
- B.    General Partner shall furnish City of Rancho Mirage a copy of the recorded Certificate of Limited Partnership to authenticate the authority of the General Partner to sign on behalf of the limited partnership.

**2     WHERE PRINCIPAL IS A GENERAL PARTNERSHIP**

- A.    General Partner shall execute on behalf of general partnership.
- B.    General Partner shall furnish City of Rancho Mirage a copy of the General Partnership Agreement authenticating that the General Partner who signs the document has authority to do so.

**3     WHERE PRINCIPAL IS A CORPORATION**

- A.    Officers shall execute on behalf of corporation.
- B.    Officers shall furnish City of Rancho Mirage a copy of a corporate resolution indicating that the officers who sign the document are the officers of the corporation and authorized to bind the corporation to contract. Corporation requires two signatures.

In each of the foregoing situations (a limited partnership, a general partnership or a corporation) the CITY requires an individual obligor in addition to the partnership or corporate entity.

For example, John Doe may sign on behalf of either partnership or the corporation as the General Partner and/or president thereof, but then, in addition, John Doe is required to sign the document individually as an individual obligor.

By \_\_\_\_\_  
(Authorized Representative of CITY) Date  
G. Dana Hobart

Title: Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

(SEAL IF CORPORATION)

By \_\_\_\_\_  
(Authorized Representative of Corporation) Date

Title \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

By \_\_\_\_\_  
Individual Guarantor

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

By \_\_\_\_\_  
Individual Guarantor

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

**(SIGNATURES MUST BE NOTARIZED)**

(Seal: Partnership/Corporation)

SCHEDULE A

STANDARD AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

This schedule is attached to and made a part of the Standard Agreement for Construction of Public Improvements between CITY and CONTRACTOR for the above-referenced property. The following numbers correspond to the paragraph numbers of the agreement.

- 1. Compensation: \$\_\_\_\_\_
2. Completion Date (60 calendar days): To be determined by Notice to Proceed
3. Liability Insurance Limits:

General Liability

Table with 2 columns: Amount and Description. Rows include: \$2,000,000 Each Occurrence (Includes Bodily Injury and Property Damage), \$1,000 Medical Expense, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, \$2,000,000 Products-Completed/Operations Aggregate.

Automobile Liability

Combined Single Limit \$1,000,000 each accident

Workers Compensation Statutory

- 4. Approved Security Amounts:

a. Performance

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

b. Payment

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

- 5. Bond Substitute Acceptable: Yes No (Cross out one)

- 6. Contractor(s):

Name and Address License No. Phase of Work

( ) Initial of CITY REPRESENTATIVE

( ) Initials of CONTRACTOR REPRESENTATIVE

# LETTER OF CREDIT

CITY OF RANCHO MIRAGE  
69-825 Highway 111  
Rancho Mirage, CA 92270

Attention: Patrick M. Pratt, City Manager

Reference: Irrevocable Letter of Credit No. \_\_\_\_\_

Gentlemen:

This Letter of Credit is given to fulfill the requirements of that certain agreement entered into between the City of Rancho Mirage, a political subdivision of the State of California, hereinafter referred to as "CITY," and

\_\_\_\_\_ hereinafter referred to as "Principal," covering certain improvements to be installed in that certain project known and designated as:

\_\_\_\_\_ As required by said agreement, and for that purpose only, we hereby establish in favor of CITY our Irrevocable Letter of Credit No. \_\_\_\_\_ in the amount of \_\_\_\_\_ U.S. dollars (\$ \_\_\_\_\_), to be paid by drafts at sight on us if accompanied by the following documents:

CITY'S written statement (signed by the City Manager or City Attorney) certifying that there has been failure of the Principal to perform the above agreement. Said statement shall declare the amount of the sight draft on us and that the amount of this draft is, therefore, now due and payable.

IT IS AGREED that the above funds are on deposit and guaranteed for payment and said funds shall become trust funds for the purposes set forth herein as required by Section 66499.6 of the Government Code of the State of California.

Upon our receipt, from time to time, of a signed and dated certificate, in the form below, from the City of Rancho Mirage, the amount of this Letter of Credit will be reduced by the amount stated in such certificate. Said certificate must read as follows:

Required improvement(s) has been performed in that certain project known and designated as \_\_\_\_\_. The amount and liability under Letter of Credit No. \_\_\_\_\_ is hereby reduced to \$ \_\_\_\_\_

All drafts under this Letter of Credit shall be marked:

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

We expressly agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit shall meet with due honor upon representation. "Due honor" requires payment to CITY within three (3) banking days after presentation of demand.

This Letter of Credit shall be deemed automatically extended without amendment one year from the present and annually thereafter unless sixty (60) days prior to any such date bank shall notify City Clerk, by registered letter, that bank elects not to renew for such additional one year. In any event, this guaranteed Letter of Credit shall expire forty-five (45) days after CITY'S approval of the foregoing improvements, the recordation of the Notice of Acceptance and notification thereof to bank.

DATED: \_\_\_\_\_

Name of Bank \_\_\_\_\_

By: Authorizing Agent or Representative \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

City Attorney

**Note: Letter must be submitted on bank letterhead with resolution or other documentation identifying signature as bank officer authorized to sign on behalf of bank.**

**PERFORMANCE BOND**

We, \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety,  
jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth  
herein, to the City of Rancho Mirage ("CITY") for payment of the penal sum of: \_\_\_\_\_

\_\_\_\_\_ U.S. Dollars  
(\$ \_\_\_\_\_). CITY and Principal have entered into an agreement, or are about  
to enter into the agreement attached hereto and incorporated by reference, for the construction of public  
improvements for the above-referenced property. Surety herein approves of the terms and conditions of said  
agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so  
perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by CITY  
and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide  
by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and  
any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in  
the manner therein specified, and shall indemnify and save harmless the CITY, CITY'S engineer, and their  
consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this  
obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after  
notice and within the time specified in the agreement, Surety will promptly on demand deposit with CITY such  
amount as CITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's  
obligation for payment herein shall extend, notwithstanding any controversy between Principal and CITY  
regarding Principal's failure under the agreement should be conclusively presumed between the parties herein to  
relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and  
Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work  
to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect  
Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the CITY is required to engage the services of an attorney in connection with  
the enforcement of this bond, each shall pay CITY'S reasonable attorneys' fees incurred, with or without suit, in  
addition to the above sum.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Seal of Corporation

By \_\_\_\_\_  
Authorized Representative of Principal

Title \_\_\_\_\_

By \_\_\_\_\_  
Authorized Representative of Principal

Title \_\_\_\_\_

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service  
of process in California:

( ) \_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

By \_\_\_\_\_  
Attorney in Fact or other Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

( ) \_\_\_\_\_  
Company Agent

APPROVED AS TO FORM:

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

Furnish the name, address and phone number of the company agent as well as the surety company. Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of section 7 of the agreement.

**(NOTICE: No substitution or revision of this bond form shall be accepted.)**

### PAYMENT BOND

We, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of CITY OF RANCHO MIRAGE (“CITY”) and those for whose benefit this bond insures in the sum of \_\_\_\_\_ U.S. Dollars (\$\_\_\_\_\_). CITY and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of public improvements for the above-referenced property. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by CITY and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Title 15 of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and CITY regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Title 15 of California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should CITY become a party to any action on this bond, that each will also pay CITY'S reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Seal of Corporation

By \_\_\_\_\_  
Authorized Representative of Principal  
Title \_\_\_\_\_

**(ATTACH ACKNOWLEDGEMENT)**

By \_\_\_\_\_  
Authorized Representative of Principal  
Title \_\_\_\_\_

Any claims under this bond may be addressed to: (check one)

Surety's agent for service  
of process in California:

( ) \_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

By \_\_\_\_\_  
Attorney in Fact or other Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

( ) \_\_\_\_\_  
Company Agent

APPROVED AS TO FORM:

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
CITY Attorney

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of section 7 of the agreement.

**(NOTICE: No substitution or revision of this bond form shall be accepted.)**

**CERTIFICATE OF INSURANCE AND ENDORSEMENT**  
**(LIABILITY)**

Agreement with the CITY OF RANCHO MIRAGE, 69-825 Highway 111, Rancho Mirage, California 92270, for the construction of public improvements for the above reference property.

THIS IS TO CERTIFY that the following insurance policies have been issued to the named insured and are now in force with expiration date(s) and limits as stated below:

<u>ISSUING COMPANY AND POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u> In Thousands (000)	<u>Each Occurrence</u>
--	----------------------------	--	------------------------

A. GENERAL LIABILITY

Bodily Injury	\$
Property Damage	\$
Bodily Injury and Property Damage Combined	\$
Personal Injury	\$

B. AUTOMOBILE LIABILITY

Bodily Injury (Each Person)	\$
Bodily Injury (Each Occurrence)	\$
Property Damage	\$
Bodily Injury and Property Damage Combined	\$

C. EXCESS LIABILITY

Bodily Injury and Property Damage Combined	\$
--	----

The following types of coverage are included in said policies (indicated by "X" in space):

A) GENERAL LIABILITY

- Comprehensive Form ..... Yes\_\_\_ No\_\_\_
- Explosion and Collapse Hazard ..... Yes\_\_\_ No\_\_\_
- Underground Hazard ..... Yes\_\_\_ No\_\_\_
- Products/Completed Operations Hazard ..... Yes\_\_\_ No\_\_\_
- Contractual Insurance..... Yes\_\_\_ No\_\_\_
- Broad Form Property Damage  
Including Completed Operations..... Yes\_\_\_ No\_\_\_
- Independent Contractors..... Yes\_\_\_ No\_\_\_
- Personal Injury ..... Yes\_\_\_ No\_\_\_

B) AUTOMOBILE LIABILITY

- Comprehensive..... Yes\_\_\_ No\_\_\_
- Owned ..... Yes\_\_\_ No\_\_\_
- Hired..... Yes\_\_\_ No\_\_\_
- Non-owned ..... Yes\_\_\_ No\_\_\_

C) EXCESS LIABILITY

- Umbrella Form ..... Yes\_\_\_ No\_\_\_
- Other Than Umbrella Form ..... Yes\_\_\_ No\_\_\_

**ENDORSEMENT AS TO EACH POLICY**

The CITY, CITY'S engineer and their consultants, and each of their officials, directors, officers, agents, and employees are included as additionally insured under each policy specified on page 2 but only while acting in their capacity as such and only as respects operations of the original named insureds, their contractors and subcontractors, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable in the performance of the above-referenced agreement. The insurance afforded the additionally insured is primary insurance and the amount provided shall not be reduced or prorated by reason of any other insurance they may have.

The insurance shall not apply if the loss or damage is ultimately determined to be the proximate result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications) of one or more of the aforesaid additionally insured.

The contractual coverage specified on page 2 is sufficiently broad to insure all of the matters set forth in Section 4 of said agreement other than those matters set forth in the last paragraph thereof.

The insurance company will give at least 30 days' written notice by regular mail to the CITY prior to any material change or cancellation of its policy.

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

Date \_\_\_\_\_

By \_\_\_\_\_  
(Company Representative)

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

By \_\_\_\_\_  
(Company Representative)

By \_\_\_\_\_  
(Company Representative)

**(SIGNATURES MUST BE NOTARIZED)**

Insurance Company Agent For Service  
of Process in California:

\_\_\_\_\_  
Name

\_\_\_\_\_  
CITY

\_\_\_\_\_  
Address

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

IF MORE THAN ONE CITY, FURNISH CERTIFICATES OF INSURANCE AND ENDORSEMENTS BY EACH CITY FOR INSURANCE COMPANY IT REPRESENTS.

**NOTICE: No substitution or revision of the above certificate will be accepted. To be acceptable, insurers must be authorized to do business and have an agent for service of process in California.**

**CERTIFICATE OF INSURANCE AND ENDORSEMENT  
(WORKERS COMPENSATION)**

Agreement with the CITY OF RANCHO MIRAGE ("CITY"), 69-825 Highway 111, Rancho Mirage, California 92270, for construction of public improvements for the above-referenced property.

THIS IS TO CERTIFY that the below-named Company has issued the workers' compensation and employer's liability policy to the named insured and it is now in force at this time with expiration date as stated below.

The Company will give at least 30 days' written notice by regular mail to the CITY prior to any material change or cancellation of the policy. The policy is so endorsed.

POLICY NUMBER

EXPIRATION DATE

LIMITS OF LIABILITY

Statutory Limits Under the  
Laws of the State of California

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

Date \_\_\_\_\_

By \_\_\_\_\_  
(Company Representative)

**(SIGNATURE MUST BE NOTARIZED)**

Insurance Company Agent For Service  
of Process in California:

\_\_\_\_\_  
Name

\_\_\_\_\_  
CITY

\_\_\_\_\_  
Address

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

**NOTICE: No substitution or revision of the above certificate will be accepted. To be acceptable, insurers must be authorized to do business and have an agent for service of process in California.**

**CERTIFICATE OF COMPLETION OF STANDARD AGREEMENT  
FOR PUBLIC WORKS CONSTRUCTION**

To induce the CITY OF RANCHO MIRAGE ("CITY") to accept all the work under the above dated Standard Agreement for Public Works Construction between CITY and CONTRACTOR, CONTRACTOR represents and certifies to CITY as follows:

- 1 All the work described in said agreement has been fully and completely performed in strict conformity with the agreement; and,
- 2. Except for final payments due CONTRACTOR or subcontractors which are contingent upon CITY'S acceptance, all transportation, equipment, labor, service, permits, utilities, and all other items used in completing the work have been fully paid for.

CONTRACTOR: \_\_\_\_\_  
 (Name) (Phase of Work)

\_\_\_\_\_  
 (Date) (Authorized Representative) (Title)

CONTRACTOR: \_\_\_\_\_  
 (Name) (Phase of Work)

\_\_\_\_\_  
 (Date) (Authorized Representative) (Title)

CONTRACTOR: \_\_\_\_\_  
 (Name) (Phase of Work)

\_\_\_\_\_  
 (Date) (Authorized Representative) (Title)

CONTRACTOR: \_\_\_\_\_  
 (Name) (Phase of Work)

\_\_\_\_\_  
 (Date) (Authorized Representative) (Title)

CONTRACTOR: \_\_\_\_\_  
 (Name) (Phase of Work)

\_\_\_\_\_  
 (Date) (Authorized Representative) (Title)

Recording Requested By And  
When Recorded Mail to:

City of CITY OF RANCHO MIRAGE  
69-825 Highway 111  
Rancho Mirage, CA 92270  
No fee

**NOTICE OF ACCEPTANCE**

Notice is hereby given that the following public improvements have been completed and accepted by the CITY COUNCIL of the City of Rancho Mirage on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Brief description of improvements)

\_\_\_\_\_  
(General location)

\_\_\_\_\_ Rancho Mirage, California,

\_\_\_\_\_  
(Owner of property)

\_\_\_\_\_  
(Contractor(s))

This Notice of Acceptance is executed under authority of a directive from the City Council of the City of Rancho Mirage.

I, \_\_\_\_\_, declare under the penalty of perjury that I am the \_\_\_\_\_ of the City of Rancho Mirage, that I am familiar with the facts stated in the foregoing Notice of Acceptance executed for and on its behalf, and that I have read the foregoing Notice of Acceptance and know the contents thereof to be true.

DATED: \_\_\_\_\_, 20\_\_.

**(SIGNATURES MUST BE NOTARIZED)**

\_\_\_\_\_  
\_\_\_\_\_  
Title

**SECTION 00700A**  
**INDEX OF GENERAL CONDITIONS**

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**SECTION 00700****GENERAL CONDITIONS OF THE CONTRACT****1. SCOPE OF WORK**

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents to construct the above-stated project.

The general items of work to be done hereunder consist of demo work, landscaping irrigation, plants, as well as all other related work at Cypress Lane from Los Alamos Drive to Palomino Lane.

**2. LOCATION OF WORK**

The general location of the work is on both sides of Cypress Lane from Los Alamos Drive to Palomino Lane.

**3. TIME OF COMPLETION**

The CONTRACTOR shall complete the work in every detail within seventy-five (75) calendar days after the date of the Notice to Proceed.

**4. TRAFFIC REQUIREMENTS**

A minimum of one (1) travel lane (s) in each direction shall be maintained on all streets within the construction zone as written in the Technical Specifications and as directed by the CITY'S REPRESENTATIVE.

**5. CORRELATION AND INTENT OF DOCUMENTS**

The Standard Specifications for Public Works Construction (Green Book), project plans, special provisions, contract change orders, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary, and to describe and provide for a complete work.

Project plans shall govern over Standard Plans; Standard Plans and project plans shall govern over the Standard Specifications; the special provisions shall govern over both the Standard Specifications and the plans.

**6. DETAIL DRAWINGS AND INSTRUCTIONS**

The CITY'S REPRESENTATIVE will furnish to the CONTRACTOR, with reasonable promptness, such further detail explanations, instructions and Drawings as may be necessary for the proper execution of the work. In giving such additional instructions, the CITY'S REPRESENTATIVE shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the intent of the Drawings and Specifications or the purposes of the work. The CONTRACTOR shall conform to be consistent with the intent of the Contract, Drawings and Specifications. The CONTRACTOR shall not proceed with any portion of the work unless he is in possession of Plans and information necessary to its proper execution.

The execution of the work specifically detailed or explained without a written Change Order signed by the Owner and the CITY'S REPRESENTATIVE, shall constitute an acceptance by the CONTRACTOR of detailed Drawings or information as being in conformity with the original intent of the Contract Documents.

**7. NO ORAL AGREEMENTS**

No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

## 8. SHOP DRAWINGS

A. The CONTRACTOR shall submit for the approval of the CITY'S REPRESENTATIVE shop and setting drawings required by the Specifications or that may be requested by the CITY'S REPRESENTATIVE, and no work shall be fabricated by the CONTRACTOR, except at his own risk, until such approval has been given.

B. Drawings shall be submitted in quadruplicate accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound in sets.

C. **DOES NOT APPLY.** The Drawings submitted shall be marked with the name of the project, numbered consecutively and bear the approval of the CONTRACTOR as evidence that the Drawings submitted without this approval will be returned to the CONTRACTOR for resubmission.

D. The CONTRACTOR shall submit all Drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

If the shop drawings show variations from the requirements of the Contract because of standard shop practice or other reasons, the CONTRACTOR shall make specific mention of such variations in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract even though such shop drawings have been approved.

E. If a Drawing as submitted indicates a departure from the Contract requirements which the CITY'S REPRESENTATIVE finds to be in the interest of the Owner and to be so minor as not to involve a change in the Contract price or time for performance, he may approve the Drawings.

F. The approval of shop and setting drawings will be general and, except as provided above, shall not be construed: (1) As permitting any departure from the Contract requirements; (2) as relieving the CONTRACTOR of the responsibility of any error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the CITY'S REPRESENTATIVE.

## 9. DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall keep on the work site a copy of the Drawings and Specifications, including all authorized Change Orders, in good condition, which shall always be available to the Owner, CITY'S REPRESENTATIVE, and their representatives.

All Drawings, Specifications and copies thereof furnished to the CONTRACTOR are the property of the Owner and shall not be used on other work without its consent. Upon completion of this project, all copies of the Drawings and Specifications shall be returned to the CITY'S REPRESENTATIVE, as agent of the Owner.

## **10. MATERIALS, WORKMANSHIP**

All materials used in the project, unless otherwise specified, shall be new, of the types and grades specified, and the CONTRACTOR shall, if requested, furnish evidence satisfactory to the CITY'S REPRESENTATIVE that such is the case. All workmanship shall be of the best quality and all workers shall be suitable skilled in the work which they perform.

## **11. DEFECTIVE WORK AND MATERIALS**

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Owner. The CONTRACTOR shall promptly replace and re-execute his work in accordance with the Contract and work without expense to the Owner and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement. If the CITY'S REPRESENTATIVE and Owner deem it expedient to correct work injured or done not in accordance with the Contract, the difference in value together with a fair allowance for damage shall be deducted from the sum agreed to be paid the CONTRACTOR for the performance of the Contract.

## **12. SUBSTITUTIONS OF MATERIALS AND EQUIPMENT**

Materials and equipment, including specially designated makes, must be furnished as specified except when equals are approved by the Owner. Equals will not be accepted unless the CONTRACTOR requests and receives permission in writing from the Owner to make specific substitutions. Requests shall be made within sufficient time to allow the Owner to investigate the merits of the proposed substitutes, and the CONTRACTOR shall present complete details with specific explanations of the characteristics of those details which differ from the Specifications.

## **13. CONTRACTOR'S TITLE TO MATERIALS**

No materials or supplies for the work shall be purchased by the CONTRACTOR or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The CONTRACTOR warrants that he has good title to all materials and supplies for which he accepts partial payment.

## **14. LICENSES, PERMITS, LAWS AND REGULATIONS**

The CONTRACTOR, acting in the name of the Owner, shall obtain and pay, only where legally required, for all licenses and permits, inspections and inspection certificates, required to be obtained of or make by any authority having jurisdiction over any part of the work included in the Contract. The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the work.

## **15. PATENTS, ROYALTIES AND TAXES**

CITY'S REPRESENTATIVE shall be held harmless from liability of any nature; including costs and expenses, for or on account of any patented or unpatented article, appliance, or device used in the performance of the Contract and shall defend all suits or claims for infringement of any patent right. He shall pay all applicable Federal, State and local sales taxes and all other taxes pertinent to the work involved in this Contract.

## **16. ENGINEERING, SURVEY AND SITE EXAMINATION**

The CONTRACTOR shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site and for having satisfied himself as to the conditions under which the work is to be performed. No claim for allowances because of his error or negligence in acquainting himself with the conditions at this site will be recognized.

The Owner will furnish surveys necessary to properly locate the improvements and establish the locations thereof with general reference points as well, in the Owner's judgment enable the CONTRACTOR to proceed with the work.

The CONTRACTOR shall provide competent engineering services to lay out the work and all parts thereof and to establish all grades and elevations in accordance with the Contract requirements. He shall verify the figures shown on the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

The CONTRACTOR shall protect and preserve established bench marks and monuments and shall make no changes in locations without the written approval of the Owner. Any bench marks or monuments which are lost or destroyed shall be replaced by the CONTRACTOR subsequent to proper notification of the Owner and with his approval.

## **17. PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work and adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State of municipal laws and regulations and local conditions shall be provided and maintained. Existing pavements located on or near the site shall be protected against damage, and pavements and concrete slope protection that are accidentally damaged or necessarily cut shall be replaced with the same material upon completion of the work.

## **18. ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws, building and construction codes shall be observed. The CONTRACTOR shall maintain sufficient safeguards, such as railings, temporary walks, lights, etc., against the occurrence of accidents, injuries, damage or hurt to any person or property and shall also be responsible for the same if such occur.

## **19. EMERGENCIES**

In an emergency affecting the safety of life or of the structure or of adjoining property, the CONTRACTOR shall take all necessary and proper steps to prevent any threatened loss or injury. If practicable, the CONTRACTOR shall communicate with the Owner and shall be guided by the directions and advice of the Owner, but if the character of the emergency is such as to require action with such short limits or time or under circumstances rendering that impracticable, then the CONTRACTOR shall act independently and upon his own responsibility, subject to the direction and control of the Owner as soon as it may become practicable to obtain the same.

## **20. ACCESS TO THE WORK**

The CITY'S REPRESENTATIVE, the Owner, and their representatives shall have access at all times to the work for purposes of inspection, wherever said work is in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and inspection.

## **21. INSPECTION OF THE WORK**

All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination, and test by the CITY'S REPRESENTATIVE at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The CITY'S REPRESENTATIVE shall have the right to reject defective material and workmanship or require its correction. Should the Specifications, the CITY'S REPRESENTATIVE'S instructions, any law, ordinances or public authority require any work to be specially tested or approved, the CONTRACTOR shall give the CITY'S REPRESENTATIVE timely notice of its readiness for inspection, and if the inspection is by an authority other than the CITY'S REPRESENTATIVE, of the date fixed for such inspection. If any work should be covered, without proper inspection and without approval or consent of the CITY'S REPRESENTATIVE, it shall, if required by the CITY'S REPRESENTATIVE, be uncovered for examination at the CONTRACTOR'S expense.

## **22. INSPECTOR**

The Owner may employ an Inspector, who will act as a direct representative of the Owner or the CITY'S REPRESENTATIVE, and who shall provide full-time and continuous personal supervision and inspection of the work.

Such supervision and inspection shall not, in any way relieve the CONTRACTOR from responsibility for full compliance with all of the terms and conditions of the Contract, nor be construed to lessen to any degree, the CONTRACTOR'S responsibility for providing efficient and capable superintendence as required herein. The Inspector is not authorized to make changes in the Drawings or Specifications, nor shall his approval of work and methods relieve the CONTRACTOR or responsibility for the correction of subsequently discovered defects.

No work of any kind shall be performed on the project site outside of the regularly established working hours without the knowledge and consent of the Inspector.

## **23. SUPERVISION OF CONTRACTOR**

The CONTRACTOR shall give his personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or be represented by a duly authorized and competent superintendent satisfactory to the CITY'S REPRESENTATIVE, continually at the site of the work during progress, to receive directions or instructions from the Owner. The Superintendent shall be qualified to, and shall, represent the CONTRACTOR during all times when the CONTRACTOR is not present and all orders or directions issued to the Superintendent by the Owner shall be as binding as if given to the CONTRACTOR personally. Important directions shall be confirmed in writing to the CONTRACTOR. Other directions shall be so confirmed upon written request in each case. The CONTRACTOR shall designate the Project Superintendent in writing to the CITY and obtain CITY'S REPRESENTATIVE approval prior to the start of construction. Both the CONTRACTOR and the Superintendent shall cooperate to provide efficient and complete supervision over all phases of the work.

## 24. CHANGES IN THE WORK

The Owner, upon agreement with the CONTRACTOR, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. The CONTRACTOR shall not be authorized to comply with such order without previously obtaining written authority therefore from the Owner. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change.

The CONTRACTOR shall, when requested by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change that may be ordered. If in the opinion of the CONTRACTOR any instructions, detail Drawings or notices of any description issued by the CITY'S REPRESENTATIVE or Owner, involve extra cost above the Contract price he shall immediately give the Owner written notice to that effect before proceeding with the work involved. The execution of work without prior submission of such written notice shall constitute the CONTRACTOR'S acceptance of the work as being within the Contract price.

## 25. DELAYS

25.1 **Notice of Delays** – When the Contractor foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the CITY'S REPRESENTATIVE in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the CITY'S REPRESENTATIVE at the time of their occurrence.

25.2 **Avoidable Delays** – Avoidable delays in the prosecution of the work shall include delays which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

25.3 **Unavoidable Delays** – Unavoidable delays in the prosecution or completion of the work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors, at any tier level, or suppliers.

Delays in completion of the work of other Contractors employed by the CITY will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the current critical activity item of the work.

25.4 **Abnormal Delays** – Delays caused by acts of God, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as unavoidable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item on the favorably reviewed progress schedule.

25.5 **Material Shortages** – Upon the submission of satisfactory proof to the CITY'S REPRESENTATIVE by the Contractor shortage of materials will be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the CITY'S REPRESENTATIVE, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed work.

Only the physical shortage of material caused by unusual circumstances will be considered under these provisions as a cause for Extension of Time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the CITY'S REPRESENTATIVE that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of materials will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

## 26. TIME EXTENSIONS

- 26.1 **Avoidable Delay** – The CITY may grant an Extension of Time for avoidable delays if the CITY deems it is in its best interest. If the CITY grants an Extension of Time for avoidable delays, the Contractor agrees to pay the CITY'S actual costs, including changes for engineering, inspection and administration incurred during the extension.
- 26.2 **Unavoidable Delay** – If the Contractor is delayed in the performance of its work by an act of the CITY or if the Contractor is delayed in the performance of its work by an unavoidable delay, then the Contract completion date may be extended by the CITY for such time that, in the CITY'S and CITY'S REPRESENTATIVE'S opinion, the Contractor's completion date will be unavoidably delayed, provided that the Contractor strictly fulfills the following:
- a. The Contractor shall provide notification in accordance with Section 25.1 **Notice of Delays** and submit in writing a request for an Extension of Time to the CITY'S REPRESENTATIVE stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted along with a time impact analysis.
  - b. If requested by the CITY'S REPRESENTATIVE, the Contractor shall promptly provide sufficient information to the CITY'S REPRESENTATIVE to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
  - c. **Weather Delays.** The Contractor will be granted a non-compensable time extension for weather-caused delays.

Should the Contractor fail to fulfill any of the foregoing, which are considered conditions precedent to the right to receive a Time Extension, the Contractor waives the right to receive a time extension.

Should the Contractor fail to complete the work within the time specified in the contract, as extended in accordance with this clause if appropriate, the Contractor shall pay to the CITY liquidated damages as specified in the Special Provisions of these specifications.

During such extension of time, neither extra compensation for engineering, inspection and administration, nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and CITY that time extensions due to unavoidable delays will be granted only if such unavoidable delays involve controlling operations which would prevent completion of the whole work within the specified Contract Time.

26.3 **Indirect Overhead** – The Contractor shall be reimbursed for indirect overhead expenses for periods of time when the work is stopped due to Unavoidable Delays as defined in Section 25.3, of these General Conditions. However, no reimbursement for indirect overhead shall be made for delays as defined in Section 25.4. Abnormal Delays; Section 26.2.c. Weather Delays; or Section 25.5, Material Shortages of these General Conditions.

As a condition precedent to any reimbursement, the Contractor must fulfill all conditions as provided in Section 25.3, Unavoidable Delays.

The reimbursement of indirect overhead is limited to those delay conditions defined above when the Contractor is prevented from proceeding with seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the current favorably reviewed progress schedule.

26.4 **Indirect Field Overhead** – For those allowable delay periods as defined in Section 25.3 Unavoidable Delays, of these General Conditions, the Contractor shall be reimbursed for its indirect field overhead based on:

Invoices for all field office equipment.

- a. Actual salary for field office staff.
- b. Fair rental values acceptable to the CITY’S REPRESENTATIVE for construction equipment idled due to the delay.

26.5 **Home Office Overhead** – For those allowable delay periods as defined in Section 25.3, Unavoidable Delays, the Contractor shall be reimbursed for its home office overhead based on the following formula:

Contract Bid price divided by Contract Period Calendar Days x 0.03 = Daily Home Office Overhead (\$/Day).

Such reimbursement shall be mutually agreed between the CITY and Contractor to encompass full payment for any home office overhead expenses for such periods of time for the Contractor and all subcontractors. The Contractor agrees to hold the CITY harmless for any indirect overhead claims from its subcontractors.

**27. TEMPORARY SUSPENSION OF WORK**

If the Contractor fails to correct defective work as required, or fails to carry out the work in accordance with the Contract Documents or any other applicable rules and regulations, the CITY, by a written order of the CITY’S REPRESENTATIVE or a representative specifically empowered to do so, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. However, this right of the CITY to stop the work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the CITY.

In the event that a Suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth unobstructed passageway through construction for use by public, pedestrian and vehicular traffic during the period of such use by suspension. Should the

contractor fail to perform the work as specified, the CITY may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.

The CITY shall also have authority to suspend the work wholly or in part, for such period as the CITY may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work. Such temporary suspension of the work will be considered justification for time extensions to the contract in an amount equal to the period of such suspension. The contractor as directed by the CITY shall provide the provisions as stipulated in Section 25.3, Unavoidable Delays, above. Such additional work shall be compensated as provided for in Section 24, Changes In The Work.

## **28. OWNER'S RIGHT TO DO WORK**

Should the CONTRACTOR, at any time during the process of construction, fail or refuse to furnish enough materials and/or workers to properly prosecute the work, unless prohibited from so doing through the action of the Owner, the CITY'S REPRESENTATIVE, or other authorized official agencies, the Owner, after giving ten (10) days written notice to the CONTRACTOR may, without prejudice to any other rights he may have, proceed with and/or complete the work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to the CONTRACTOR.

## **29. OWNER'S RIGHT TO TERMINATE THE CONTRACT**

If the CONTRACTOR should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, if he should, except in cases stated in the following paragraph, persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to subcontractors or for materials or labor, persistently disregard laws, ordinances or the instruction of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon certificate of the CITY'S REPRESENTATIVE that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy after giving the CONTRACTOR ten (10) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation to the CITY'S REPRESENTATIVE for his additional services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the Owner.

## **30. CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT**

If through no fault of the CONTRACTOR, or of anyone employed by him (1) the work is stopped by order of any court or governmental authority, other than the Owner, (2) the CITY'S REPRESENTATIVE capriciously or arbitrarily fails to issue any certificate for payment within ten (10) days after it is due, or (3) the Owner fails to pay to the CONTRACTOR, within sixty (60) days after presentation of the CITY'S REPRESENTATIVE'S certificate to the Owner, any sum certified by the CITY'S REPRESENTATIVE, then the CONTRACTOR may upon ten (10) days written notice to the Owner and the CITY'S REPRESENTATIVE stop work or terminate the Contract, and the Owner shall be liable to the CONTRACTOR for any loss sustained and reasonable profit.

### **31. PAYMENTS WITHHELD**

The CITY'S REPRESENTATIVE may withhold or, on account of subsequent discovered evidence, nullify the whole or a part of any certificate for payment to such extent as may be necessary to protect the Owner from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the CONTRACTOR to make payments properly to subcontractor for material or labor.
- D. A reasonable doubt that the Contract can be completed for the balance unpaid.
- E. Damage to another Contractor.
- F. Default of the CONTRACTOR in the performance of the terms of the Contract.

### **32. LIENS**

The CONTRACTOR agrees that at any time upon request of either the Owner or the CITY'S REPRESENTATIVE, he will submit a sworn statement setting forth the work performed or material furnished by subcontractors and material suppliers, and the amount due and to become due to each, and that before the final payment called for hereunder he will, if requested, submit to the Owner or the CITY'S REPRESENTATIVE a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work.

### **33. ASSIGNMENTS**

The CONTRACTOR shall not assign the whole or any part of this Contract without the written consent of the Owner and all Sureties executing bonds on behalf of the CONTRACTOR in connection with said Contract.

### **34. MUTUAL RESPONSIBILITY OF CONTRACTORS**

If the CONTRACTOR or any of his subcontractors or employees causes loss or damage to any separate Contract on the work, the CONTRACTOR agrees to settle with such separate CONTRACTOR by agreement or arbitration, if he will so settle. If such separate CONTRACTOR sues the Owner, on account of any loss so sustained, the Owner shall notify the CONTRACTOR, who shall indemnify and save harmless the Owner against any expenses and judgment arising therefrom.

### 35. SEPARATE CONTRACTS

The Owner reserves the right to award other contracts in connection with the project, and the work under which may proceed simultaneously with the execution of this Contract. The CONTRACTOR shall coordinate operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the work. The CONTRACTOR, including his subcontractors, shall keep himself informed of the progress and the detail work of other Contractors and shall notify the CITY'S REPRESENTATIVE immediately of lack of progress or defective workmanship on the part of other Contractors where such delay or such defective workmanship will interfere with his own operations. Failure of a CONTRACTOR to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

### 36. SUBCONTRACTS

A. The CONTRACTOR may, without additional expense to the Owner, utilize the services of subcontractors on those parts of the work which are specified to be performed by subcontractors.

B. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The divisions or sections of the Specifications are not intended to control the CONTRACTOR in dividing the work among subcontractors or to limit the work performed by any trade.

C. The CONTRACTOR shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The CONTRACTOR shall be responsible for the coordination of the trades, subcontractors and material men engaged upon his work.

E. Neither the Owner nor CITY'S REPRESENTATIVE will undertake to settle any differences between the CONTRACTOR and his subcontractors or between subcontractors.

F. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontract relative to the work to bind subcontractors to the CONTRACTOR by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors.

G. The Owner and the CITY'S REPRESENTATIVE reserve the right to approve all subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the CONTRACTOR prior to the signing of the Contract, the list of subcontractors which is submitted with his proposal will be deemed to be acceptable.

H. In accordance with Section 4104 of the Government Code, each bidder, in his bid, shall set forth: (1) The name and location of the place of business of each subcontractor who will perform work or labor, or render services to the CONTRACTOR in or about the construction of the work, or improvement, in an amount in excess of one half of 1% of the CONTRACTOR'S total bid, and (2) the portion of the work which will be done by each such subcontractor.

I. In accordance with Section 4106 of the Government Code, if the CONTRACTOR fails to specify such subcontracts, he agrees to perform that portion of the work himself.

J. In accordance with Sections 4107 and 4107.5 of the Government Code, no CONTRACTOR whose bid is accepted shall without consent of the awarding authority, either: (1) Substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (2) permit any such subcontractor to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (3) sublet or subcontract any portion of the work in excess of one half of 1% of the CONTRACTOR'S total bid as to which his original bid did not designate a subcontractor.

### **37. USE OF WORK AREA AND CLEANING**

The CONTRACTOR shall maintain the work area under his control in an orderly condition. He shall store his apparatus, materials, supplies and equipment in such a manner as will not interfere with the daily operations of adjacent businesses during the week. All storage and field yard areas shall be approved by the CITY'S REPRESENTATIVE. The CONTRACTOR shall not permit any load or stress to be placed upon any part of the permanent work or existing work which will endanger the safety or strength of said work.

### **38. CORRECTION OF WORK AFTER FINAL PAYMENT AND GUARANTEE ONE YEAR**

Neither the final certificate, final payment, nor any provision in the Contract Documents shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which may appear to be discovered up to one year after recording of the Notice of Acceptance. The Owner shall give notice of observed defects with reasonable promptness, and the CONTRACTOR shall proceed to remedy such defects immediately upon receiving such notification. Payments due to the CITY'S REPRESENTATIVE by the Owner for extra engineering services required in the enforcement of CONTRACTOR'S guarantee after acceptance of the work shall be paid to the Owner by the CONTRACTOR or his Surety.

### **39. OCCUPANCY BY THE OWNER**

The Owner has the right to occupy the existing Cypress Lane from Los Alamos Drive to Palomino Drive and to use the street median prior to the completion of the entire work, and that such use shall not operate as an acceptance of any part of the work.

### **40. DAMAGE TO ADJACENT AND EXISTING PROPERTY**

The CONTRACTOR shall be responsible for any and all damage done to existing property and adjacent construction work during all construction work under this Contract, and he shall make any repairs that result from his operations to the satisfaction of the Owner and/or the CITY'S REPRESENTATIVE.

### **41. UTILITIES**

The CONTRACTOR shall furnish and pay for all water, gas, electricity and other utilities used for construction purposes, unless otherwise provided in the Special Conditions or Specifications.

### **42. TEMPORARY TOILET**

The CONTRACTOR shall provide a temporary toilet facility for use by all persons connected with the work. Structure shall have roof and door and shall be fly-proof. At conclusion of the work, the portable toilet shall be removed from the premises and left in a thoroughly sanitary condition. Exact location must be approved by the CITY Representative/Inspector. The portable toilet shall be serviced regularly and kept in a clean and sanitary condition.

#### **43. CLIMATIC CONDITIONS**

The CONTRACTOR shall provide and maintain heat, fuel, materials, and services necessary to protect all work and materials against injury from extreme heat, cold, dry winds, or dampness as follows:

- A. At all times during the placing, setting and curing of concrete and cement work, provide sufficient heat to ensure the heating of spaces involved to not less than fifty (50) degrees Fahrenheit.
- B. The CITY'S REPRESENTATIVE shall have full authority to suspend operations on work when subject to damage by climatic conditions or because of insufficient curing or drying of surfaces or materials.

#### **44. LAWS CONCERNING THE OWNER A PART HEREOF**

The Contract is subject to all provisions of the constitution and laws of California governing, controlling or affecting the Owner, or the property, funds, operations or powers of the Owner, and such provisions are by this reference made a part hereof and of the Contract.

#### **45. WAGES AND HOURS**

The Owner has determined that the minimum wages paid on this project shall not be less than those set forth in the Notice Inviting Bids. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract price shall be allowed or authorized on account of the payment of increased wage rates.

In accordance with the provisions and requirements of Section 1810-16 of the Labor Code, neither the contractor nor the subcontractor who employs, directs, or controls the work of any worker employed to execute work done under the Contract, shall require or permit such worker to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency, caused by fire, flood or danger to life or property. Within thirty (30) days after any worker is permitted to work over eight (8) hours in one calendar day due to such extraordinary emergency, the Contractor shall file with the Owner a verified report settling the nature of the emergency. The report shall contain the name of the worker and the hours worked by him on the particular day. Failure to file the report within the thirty (30) day period shall be prima facie evidence that no extraordinary emergency existed. The Contractor and every subcontractor shall keep an accurate record showing the name of, and actual hours worked by, each worker employed by him in connection with the work executed under the Contract. The record shall be kept open to all reasonable hours to the inspection of the Owner and the Division of Labor Law Enforcement. The Contractor shall forfeit, as a penalty to the Owner, \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours, in violation thereof.

#### **46. BRAND OR TRADE NAME, SUBSTITUTION OF "EQUALS"**

The provisions of this paragraph control over the provisions of paragraph 10 of these General Conditions.

Whenever any material, product, item or services is specified by brand or trade name, the specified name shall be deemed to be followed by the words "or equal" (except where the product is designated to match others in use on a particular public improvement; either completed or in the course of completion).

**As a part of his or her Bid Proposal** any bidder may include a request for a substitution of an item “equal” to any so specified by brand or trade name. Within twenty-one (21) calendar days after award of the Contract, the CONTRACTOR may submit to the CITY’S REPRESENTATIVE data substantiating such a request made in his Bid Proposal; otherwise the request shall be deemed to have been withdrawn. Such submission shall include data showing the equality, his reasons for making the request, and the difference, if any, in cost to the CONTRACTOR. The CITY’S REPRESENTATIVE shall promptly investigate the request and make a recommendation to the Owner. The Owner shall promptly determine whether or not the substitute is equal in every respect to the items specified, shall grant or deny the request accordingly, and shall notify the CITY’S REPRESENTATIVE, who shall inform the CONTRACTOR in writing. Unless the request is granted by the governing board of the Owner, the substitution shall not be permitted. Nothing herein shall authorize any change in the Contract price nor prevent the use of Change Orders in the manner authorized by law for the project.

#### **47. PROJECT COMPLETION**

The CONTRACTOR shall promptly notify the CITY’S REPRESENTATIVE when construction is complete, to enable the CITY’S REPRESENTATIVE to make his final inspection and inform the Owner within ten (10) days after the completion of construction in accordance with the Contract, and not otherwise, the Owner shall cause a Notice of Acceptance to be recorded in the office of the County Recorder.

#### **48. EQUAL OPPORTUNITY**

The CONTRACTOR herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, sexual preference or physical handicap in the performance of this Contract and to comply with the provisions of the State Fair Employment Practices as set forth in Part 4.5 of Division 2 of the California Labor Code.

#### **49. PROGRESS SCHEDULE**

The CONTRACTOR shall furnish three (3) copies of Job Progress Schedule to the Owner at the start of the construction and shall provide updates with submission of each monthly progress payment.

#### **50. PRECONSTRUCTION CONFERENCE**

A preconstruction conference shall be called by the Owner after the award of the Construction Contract. A principal of the CONTRACTOR shall attend such a conference. At the conference, CONTRACTOR shall submit the name of the proposed Project Superintendent for the project, along with a description of documented experience and references to verify the competency of the same. The CONTRACTOR shall also submit the names of each person authorized to execute Change Orders for and on behalf of the CONTRACTOR, a construction schedule, showing the method by which CONTRACTOR proposed to accomplish the work and proposed completion dates of different aspects of the work, and what arrangements the CONTRACTOR wishes as to storage of on-site materials or equipment for the project.

At the preconstruction conference, CONTRACTOR will be asked whether he is aware of any ambiguity in the Contract Documents requiring clarification and whether the methods of accomplishment of the work provided for in the specifications are appropriate.

CONTRACTOR shall at the preconstruction conference report in detail as to what steps have been taken to provide the requisite personnel to accomplish the work, whether listed subcontractors have entered into subcontracts with him and what arrangements have been made for providing necessary equipment and material for the accomplishment of the work.

At the preconstruction conference, the CONTRACTOR shall submit to the CITY'S REPRESENTATIVE a Schedule of Values of the various portions of the work, including quantities if required by the CITY'S REPRESENTATIVE aggregating the total Contract Sum, divided so as to facilitate payment, prepared in such form as specified or as the CITY'S REPRESENTATIVE and CONTRACTOR may agree upon, and supported by such data to substantiate its correctness as the CITY'S REPRESENTATIVE may require. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when approved by the CITY'S REPRESENTATIVE, shall be used as a basis for CONTRACTOR'S Applications for Payment.

**END OF SECTION**

**SECTION 00800**  
**SPECIAL PROVISIONS**

**PART 1 - GENERAL PROVISIONS**

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

**1.0 STANDARD SPECIFICATIONS**

The “**Standard Specifications**” of the CITY OF RANCHO MIRAGE are contained in the 2009 edition of the Standard Specifications for Public Works Construction, as amended, including all supplements, popularly known as the **Green Book**, 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 the Standard Specifications are available at the following addresses of the publisher:

Bookstore -        Building News, Inc.  
                          3055 Overland Avenue at Santa Monica Freeway  
                          Los Angeles, CA

Mail Order -        Building News, Inc.  
                          P O Box 3031 Terminal Annex  
                          Los Angeles, CA 90051-3031  
                          (213) 202-7775

The Standard Specifications shall prevail in all cases except where a Contract Document of a higher order, provides a different requirement on a given topic or topic aspect. All language in the Standard Specifications that is not in conflict with the language in the prevailing contract Documents on a given topic or topic aspect shall remain in full force and effect, unless the language in the prevailing Contract Document specifically cites the section number in the Standard Specification and says said provision is in lieu of that Standard Specification section.

**1-2 DEFINITIONS**

CITY/OWNER

Authorized representative of the City of Rancho Mirage

CALTRANS

California Department of Transportation

COUNTY

County of Riverside

FEDERAL

United States of America

STATE

State of California

STANDARD SPECIFICATIONS

“Greenbook” Standard Specifications for Public Works Construction – 2009 Edition

REPRESENTATIVE - Authorized representative of the City of Rancho Mirage

## SECTION 2 - SCOPE AND CONTROL OF THE WORK

### 2-1 AWARD AND EXECUTION OF THE CONTRACT (Replace with the following):

**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 CITY:

City of Rancho Mirage Business License  
Contract Documents  
Faithful Performance Bond  
Payment Bond  
Public Liability and Property Damage Insurance Certificate  
Worker's Compensation Insurance Certificate  
Proposed Construction Schedule  
Source and submittals of all contract materials, including proof of availability

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee. The Contract Agreement shall not be considered binding upon the CITY until executed by the authorized CITY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the CITY, 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 Payment Bond shall each be for not less than one-hundred percent (100%) of the total contract amount. The Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Acceptance. The Faithful Performance date shall remain in force until one year after said date.

### 2-5 PLANS AND SPECIFICATIONS

#### 2-5.1 General (Replace the first paragraph with the following):

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 record conditions. Upon completion of all work, the CONTRACTOR shall return the control set to the CITY'S REPRESENTATIVE. Final payment shall not be made until this requirement is met.

**2-5.2 Precedence of Contract Documents** (See sub-section 5. Correlation and Intent of Documents under the GENERAL CONDITIONS OF THE CONTRACT, SECTION 00700)

## SECTION 3 - CHANGES IN WORK

### 3-3.1 General (Add the following):

- (a) No CONTRACTOR claims for extra work shall be considered by the CITY that are submitted more than 10 days after the work was performed unless the work has been authorized in writing by the CITY'S REPRESENTATIVE.

**3-3.2.3 Markup** (Replace with the following):

- (a) **Work by CONTRACTOR.** The following percentages shall be added to the CONTRACTOR'S costs and shall constitute the markup for all overhead and profit.

1)	Labor	15%
2)	Materials	10%
3)	Equipment Rental	10%
4)	Other Items and Expenditures	5%

To the sum of the costs and markups provided for in this subsection, one percent (1%) shall be added as compensation for bonding.

- (b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A **markup of five percent (5%)** of the subcontracted portion of the extra work may be added by the CONTRACTOR.

**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 drawings 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 drawings. The CONTRACTOR shall determine the exact location of all existing utilities prior to commencing work. He/She agrees to be fully responsible for any and all damages which may be occasioned 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/she 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.

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.

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 1-800-422-4133**. CONTRACTOR shall provide the CITY with proof of contact with USA upon request.

1. Sempra/Southern California Gas Company  
USA Member Utility, Phone 1-800-422-4133  
Protection of existing facilities by CONTRACTOR. Adjustment or relocation of facilities shown on the plans by Southern California Gas Company.
2. Southern California Edison Company  
Local Telephone 760-202-4227/4254  
USA Member Utility, Phone 1-800-422-4133  
Protection of existing facilities by CONTRACTOR.  
Adjustment of manholes by Southern California Edison.  
Existing poles as shown in the contract documents will be removed by Southern California Edison prior to commencement of this contract.
3. Verizon  
USA Member Utility, 1-800-422-4133  
Protection of existing facilities by CONTRACTOR.  
Adjustment of manholes by Verizon.
4. Coachella Valley Water District (Water, Sewer and Flood Control)  
USA Member Utility, Phone 1-800-422-4133  
Protection of existing facilities by CONTRACTOR.  
Adjustment of manholes and valves by CONTRACTOR.  
Relocation of existing fire hydrants, fire detector check and water meters by CONTRACTOR in accordance with the Plans.
5. Time Warner  
USA Member Utility, Phone 1-800-422-4133  
Protection of existing facilities by CONTRACTOR.  
Adjustment and relocation of existing facilities by Time Warner
6. City of Rancho Mirage, Public Works Department (Irrigation, Electrical, Signals and Storm Drains)  
USA Member, Phone 1-800-422-4133  
Protection of all CITY facilities by CONTRACTOR.

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 Sempra/Southern California Gas Company's Headquarters Planning Office at 714-369-0680 at least two (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 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 completed 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/her schedule. Payment for the above, if any, shall be deemed as included in the items of compensation as will be allowed.

#### **5-4 RELOCATION**

The alteration or temporary relocation of all service connections (including, but not limited to: water, irrigation water, sewer, natural or manufactured gas, underground and/or overhead telephone and electrical) to adjacent property shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall restore the service connections immediately after any disruption in service. No attempt has been made to show all service connections on the Plans. The CONTRACTOR shall make all arrangements with the utility owners regarding such work. The costs for such work on service connections, except when specified in the detailed specifications that the utility owners will make no charges for the work, shall be absorbed in the unit prices or included in the lump sum amounts bid for the various other contract items.

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

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

(Replace with the following):

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 preconstruction meeting with the 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** (Add the following):

The time for completion shall be as set forth in the General Conditions.

##### **6-7.2 Working Day** (Replace with the following):

The CONTRACTOR'S activities shall be confined to the hours between 7:00 A.M. and 5:00 P.M., 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.

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.

**6-9 LIQUIDATED DAMAGES** (Replace last sentence with the following):

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the CONTRACTOR shall pay to the CITY, or have withheld from monies due it, the sum of \$500.00.

**SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

**7-2 LABOR**

**7-2.2 Laws** (Add the following):

The CONTRACTOR, and all subcontractors, suppliers and vendors, shall comply with all CITY, State, and Federal orders to ensure equal employment opportunities and fair employment practices.

**7-3 LIABILITY INSURANCE** (Replace the entire Subsection with the following):

**7-3.1 Indemnification**

The CONTRACTOR shall indemnify and save harmless the CITY OF RANCHO MIRAGE, the State of California, the County of Riverside, and/or any incorporated CITY for all claims or suits for damages arising from his/her 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;

General Liability

\$2,000,000	Each Occurrence (Includes Bodily Injury and Property Damage)
\$1,000	Medical Expense
\$1,000,000	Personal & Advertising Injury
\$2,000,000	General Aggregate
\$2,000,000	Products-Completed/Operations Aggregate

Automobile Liability

Combined Single Limit \$1,000,000 each accident

Workers 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 CITY 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:

"Additional Insured: The insurer agrees that the CITY and its CITY COUNCIL, and/or all CITY COUNCIL appointed groups, committees, boards and 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 RANCHO MIRAGE against loss, damage or expense by reason of any suit, claim, demand, judgments and causes of action caused by the CONTRACTOR, his/her 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/her option, may include such coverage under his/her Public Liability coverage.

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

The CITY OF RANCHO MIRAGE, its CITY COUNCIL, or the CITY'S REPRESENTATIVE 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/her workmen or anyone 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 or any time before its completion and final acceptance, and shall indemnify and save harmless the CITY OF RANCHO MIRAGE, its CITY COUNCIL, and the CITY'S REPRESENTATIVE 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/her 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 money 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/her full responsibility for public safety.

### **7-5 PERMITS (Replace the first sentence with the following):**

Prior to the start of any work, the CONTRACTOR shall take out the applicable CITY permits and make arrangements for CITY inspections. The CONTRACTOR and all subcontractors shall each obtain any and all other permits, state licenses, CITY Business licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid item of work and no additional compensation will be allowed.

### **7-8 PROJECT SITE MAINTENANCE**

#### **7-8.1 Cleanup and Dust Control (Add the following):**

The CONTRACTOR shall keep adjacent properties clean and free from rubbish and debris in a timely manner as necessary and as directed by the CITY'S REPRESENTATIVE.

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliative, modification of operations, or any other means acceptable to agencies having jurisdiction. Haul routes shall be kept visibly wet during excavation and hauling operations.

Unless the construction dictates otherwise, and unless otherwise approved by the CITY'S REPRESENTATIVE, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

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

Dust Control will be considered as included in other items of work and no additional payment will be made therefor.

#### **7-8.7 Drainage Control.**

##### Flow, Acceptance and Removal of Water

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

The CONTRACTOR shall conduct his/her operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the CITY'S REPRESENTATIVE, are not subject to probability of damage. The CONTRACTOR shall obtain written permission from the applicable public CITY or property owner before any diversion of water outside of public right-of-way will be permitted.

The CONTRACTOR shall provide and maintain at all times during construction ample means and devices to properly 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 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 eight (8) hours. Water shall not be allowed to rise unequally against wall 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 paragraph. Dewatering shall be accomplished by well points or some other method which will ensure 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.

#### **7-10.1 Traffic and Access** (Add the following):

When entering or leaving roadways carrying public traffic, the CONTRACTOR'S equipment, whether empty or loaded, shall in all cases yield to public traffic. Construction access shall only be as set forth in Section 9-3.4 of these Special Provisions.

The CONTRACTOR shall notify all affected property owners of the proposed 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 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 shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

### Traffic Requirements

A minimum of one (1) travel lane in each direction shall be maintained at all times. The CONTRACTOR shall develop a traffic detouring plan for each phase as set forth in the **Work Area Traffic Control Handbook** (W.A.T.C.H. manual). Delineation shall be in accordance with the latest edition of the W.A.T.C.H. manual. The CONTRACTOR shall submit a detailed construction detour plan consistent with the traffic detour exhibits for CITY review and approval for each stage of construction prior to start of construction.

The Traffic Control pay item shall include all material, equipment, and labor necessary to provide traffic control to fully protect the public from danger due to the work being done. The Contractor shall be responsible for furnishing, placing, and maintaining the traffic control devices per the latest edition of the W.A.T.C.H. manual. The Contractor shall at his own expense modify or add traffic control devices as deemed necessary by the CITY'S REPRESENTATIVE.

Traffic Control will be considered as included in the Traffic Control bid proposal pay item and no additional payment will be made therefor.

### **7-10.2 Storage of Equipment and Materials in Public Streets** (Add the following):

The CONTRACTOR may, at his/her own expense maintain and operate a work and storage area outside of the public right-of-way. In such case the CONTRACTOR shall submit to CITY written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by CITY. Condition and operation of yard shall conform to these specifications. The CONTRACTOR shall assume full responsibility for all damage to the site resulting from his/her operations and shall repair and/or replace same at his/her own expense to the satisfaction of the owner of the subject property. The CONTRACTOR shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Acceptance. The CONTRACTOR shall obtain a written release from the property owner the condition of the vacated site and releasing the CONTRACTOR from any further clean-up or restoration work and shall submit a copy of such release to CITY. The Notice of Acceptance will not be issued until said release is submitted.

### **7-10.3 Street Closures, Detours and Barricades** (Add the following):

The CONTRACTOR shall maintain the minimum traffic requirements designated in the General Conditions and these Special Provisions.

No street or access closure to through traffic will be allowed without the express approval of the CITY.

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 of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work upon Highways. 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.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the CONTRACTOR so elects, said components may be stored at selected central locations, approved by the CITY'S REPRESENTATIVE, within the limits of the highway right-of-way.

The CONTRACTOR shall distribute the following notice to all affected residents at the stated minimum time prior to the start of work:

Road Closure / Restricted Access – 48 Hours

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 (760) 346-6234
2. Police Department (760) 836-1600
3. Schools and School Bus Organizations
4. Trash Collectors (Burrtec)

Full compensation for conforming to this article shall be considered as included in the Traffic Control bid proposal pay item and no additional compensation will be allowed therefor.

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.

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

### **9-3 PAYMENT**

**9-3.2 Partial and Final Payment** (Replace the last paragraph with the following):

The closure date for periodic progress payments shall be five (5) working days prior to the first Monday of each month. The final progress payment shall not be released until the CONTRACTOR returns the control set of plans and specifications showing the record conditions.

The full five percent (5%) retention shall be deducted from all payments. The final retention shall be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Acceptance.

In conformance with the State of California Public Contract Code Part 5, Section 22300, the CONTRACTOR may substitute securities for any monies withheld by the CITY to ensure performance under the contract.

**9-3.3 Delivered Materials** (Replace with the following):

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 Mobilization** (Replace with the following):

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, dust control, noise abatement, and incidentals to the project site; for the establishment of all facilities necessary for the work on this project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site.

The compensation paid for mobilization shall be considered in the Mobilization, Bonds and Insurance bid proposal pay item and no additional compensation will be allowed therefor.

## TECHNICAL PROVISIONS

### SECTION 010000

#### GENERAL LANDSCAPE CONDITIONS

##### 1.01 DEFINITIONS

- A. Owner: City of Rancho Mirage
- B. Contractor: An individual or company contracting with the Owner to provide materials or perform services, or both, for a specific portion of the work.
- C. Subcontractor: An individual or company contracting with a Contractor to provide materials or perform services, or both, for a specific portion of work.
- D. Landscape Architect: Parkway Design Group, Inc.

##### 1.02 SUBSTITUTIONS

All materials shall be as specified unless the Contractor can establish the fact that they are unavailable, and substitutions are approved in writing by the CITY.

##### 1.03 MAINTENANCE

Prior to acceptance of the project by the Owner, all maintenance must be performed by the Contractor. After acceptance of the project, the Owner shall be responsible for maintaining all components of the work as necessary to keep the project in its original, approved condition. This maintenance by the Owner includes, but is not limited to, periodic inspection for loose hardware or fittings and maintenance of all equipment as necessary to prevent loose fittings from occurring. Also included are all components of the irrigation system, including filters, valves, backflow preventers, etc. (see irrigation specifications), light fixtures, lamps, wiring, controllers, photocells, etc. (see lighting specifications).

The Contractor is responsible for delivering all maintenance manuals to the Owner for use in following manufacturer mandated maintenance procedures.

Contractor is responsible for any damage or loss of all product at the job site due to acts of God prior to the time in which the product is installed. After the product is installed by contractor, Owner is responsible for all loss or destruction through acts of God. Acts of God does not include excessive summer heat. This clause is only limited to acts of God and does not absolve Contractor of its maintenance responsibilities hereunder.

##### 1.04 OBSERVATION AND SITE ACCESS

Landscape Architect is not responsible for site observation unless specifically hired by Owner to provide such observation. As such, the Landscape Architect is not responsible if Contractor or its Subcontractors deviate from Landscape Architect's plans and specifications.

The Landscape Architect shall have access to the work at all times. The Contractor shall furnish all facilities for observation at the construction site, including transportation throughout site if the site does not have roads passable by ordinary passenger cars, and at shops or yards and shall not cover up any

work requiring observation until the same has been approved by the CITY. If work should be covered up before inspected, the Contractor will be required to remove such portions of the work as may be necessary to disclose the part in question.

### **1.05 PLANS AND SPECIFICATIONS**

These specifications are intended to cover all labor, material and standards of landscape architectural workmanship to be employed in the work shown on the plans or called for in these specifications or reasonably implied by terms of same. The plans and specifications are intended to complement one another; any part of the work that may be mentioned in the one and not represented on the other shall be done the same as if it had been mentioned or represented in both. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the construction or completion of this work shall be performed by the Contractor the same as if shown on the drawings or described in the specifications. In general, except that the CITY'S directives shall always take first precedence, the specifications will take precedence over the drawings and large details over small scale drawings. Figures, when given, shall be followed in preference by scale measurements.

### **1.06 INTERPRETATION OF PLANS AND SPECIFICATIONS**

The CITY will interpret the meaning of any part of the plans and specifications about which any misunderstanding may arise, and his decision will be final.

Should there appear to be any error or discrepancy in or between the plans and the specifications, the Contractor shall refer the matter to the CITY for adjustment before proceeding with the work. Should the Contractor proceed with the work without so referring the matter, he does so on his own responsibility.

### **1.07 CORRESPONDENCE**

All correspondence shall be addressed to the offices of the Owner and Landscape Architect.

### **1.08 EXAMINATION OF SITE AND WORK**

Bidders must examine the location, physical conditions, and surroundings of the proposed work and judge for themselves the nature of the work to be done.

The plans for the work show conditions as they are supposed or believed by the Landscape Architect to exist. It is the Contractor's responsibility to inform CITY and Landscape Architect of any variation between plans and actual site conditions prior to starting any work. Should Contractor begin work without verifying that plans match site conditions, Contractor assumes all responsibility for any losses he might incur.

## **1.09 EXISTING UTILITY LINES**

Except as indicated by the drawings or specifications, the Contractor will not be liable for the re-routing of existing active underground lines which may be discovered during the progress of the work. Contractor shall verify location of existing utilities prior to starting work. The Contractor shall verify location of existing utilities prior to starting work. The Contractor shall be liable for damage to existing utilities.

## **1.10 LEGAL REQUIREMENTS**

The Contractor shall comply with all laws, ordinances, rules and regulations of all governing entities having jurisdiction, applying to work to be performed under this contract. This includes but is not limited to, the EPA, City of Rancho Mirage and County of Riverside. Lien releases shall be given to Owner by all workmen prior to payment. Contractors shall comply with all federal and state laws pertaining to workers compensation insurance and immigration.

## **1.11 CODES**

The Contractor shall comply with all federal, state and local codes applicable to his/her work. Work must be performed within the parameters of the currently adopted versions of the CBC, CPC, and CEC.

The Contractor shall have a valid state license pertaining to the portion of work he/she is performing.

## **1.12 PERMITS AND INSPECTIONS**

The Contractor shall obtain, coordinate and pay for any and all permit fees and CITY inspections as required in connection with the work to be done under the contract, unless otherwise specified below.

## **1.13 LICENSE**

All work shall be performed by California licensed Contractors.

## **1.14 QUALITY OF WORK AND MATERIALS, WARRANTIES**

All materials, parts and equipment furnished by the Contractor shall be new, high grade and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to the approval of the CITY.

Unless stated otherwise in these specifications, all hardscape, irrigation and lighting materials, and all premanufactured items and all workmanship must be warranted for a minimum of one year after the project is certified as complete by the CITY.

All plant material shall be warranted as stated later in this section.

All materials and workmanship found to be defective during any warranty period shall be repaired and/or replaced to the satisfaction of the CITY at no charge to the Owner within a reasonably short period of time after discovery of the defect.

**1.15 WORKMEN**

None but workmen skilled in the various trades required on this contract shall be employed upon the work.

**1.16 LIGHTS AND GUARDS**

The Contractor shall provide such lights, guards, temporary fences and warning signs as may be necessary for safety, all the time and from the execution of the contract until the final acceptance of work, and shall be responsible for the installation and maintenance of such lights, guards, fences and warning signs.

**1.17 APPROVALS**

Unless otherwise specified "approved", "approval", "authorized", "directed" and "permitted" shall be deemed to be followed by the words "by the Owner".

**1.18 LIGHT, POWER AND WATER**

The Contractor will furnish water and shall furnish, maintain and remove all temporary power lines at his own expense and shall remove same at completion of the work.

**1.19 WORK NOT INCLUDED**

Work not included under this contract consists of that marked "N.I.C." on plans or shown as existing work to remain.

Engineering and Engineering plans for drainage, geotechnical and civil Engineering are excluded from the scope of Landscape Architect's responsibilities and services. Additionally, the Landscape Architect is not responsible to review and analyze any Engineering plans related to the above-referenced plans. Any review and analysis is the sole responsibility of the Engineer who prepares the specific plan. The Landscape Architect is not responsible for any construction phase services, bid coordination services, or site visit services unless specifically included in its contract with the Owner. The Landscape Architect is not responsible for the quality of workmanship of any Contractor or Subcontractor hired by Owner or his Contractor for the construction of those items included in the scope of work of Landscape Architect's responsibilities under his contract with the Owner. This would include, but not be limited to, irrigation systems, planting, lighting and any hardscape. Landscape Architect is not responsible for nor does it warrant this work. Finally, Landscape Architect is not responsible for any drainage. Contractor accepts direct responsibility for such items.

**1.20 DRAWINGS**

The work shall conform to the drawings and specifications, except that the CITY'S written change orders shall always take precedence.

**1.21 CLEANING AND RESPONSIBILITY FOR DAMAGE**

On a regular basis during completion of the work, the areas shall be cleaned of debris emanating from the work. The Contractor shall remove remaining excess materials, waste, rubbish, debris, etc., and his/her construction and installation equipment from the premises. All dirt, stains, etc., caused by the work under the contract shall be removed from the surfaces of any hardscape or structures under this contract, or from surfaces not in this contract but soiled by the work of this contract. Any damage

caused by the Contractor or his/her subcontractors or employees shall be repaired to the satisfaction of the Owner.

#### **1.22 CLEANUP**

The contractor shall remove all debris associated with his/her work from the project site on a daily basis. The contractor is responsible for providing proper debris receptacles, or disposing of debris off site.

All receptacles or off-site disposal must conform to state and local codes. The Contractor is responsible for identifying any waste associated with his/her work which may be deemed as being "hazardous" as defined by the EPA, and disposing of it per EPA regulations.

#### **1.23 CONTRACT DOCUMENTS**

Landscape Architect's contract with Owner is hereby incorporated into these General Conditions.

#### **1.24 SCOPE OF WORK**

The Contractor shall provide all labor, materials, transportation and services necessary to furnish and install all construction elements shown on the drawings and specifications herein.

#### **1.25 INSURANCE**

The Contractor shall carry all workmen's compensation, public liability and property damage insurance as required by all applicable codes, regulations and by the Owner.

#### **1.26 ENCROACHMENT**

The Contractor shall be responsible for coordination of encroachment into adjacent property, rights-of-way, easements, setbacks or any other legal property restriction either marked or unmarked. This includes damage or encroachments to any public utility.

#### **1.27 COORDINATION OF ACTIVITIES**

The Contractor shall be responsible for coordination of his activities with all other trades through the Owner.

#### **1.28 FIELD STAKING**

Prior to installation, the Contractor shall locate by stakes or other means all construction elements, as delineated on the plans for approval by the Owner.

#### **1.29 LIABLE FOR DAMAGE**

The Contractor shall be liable for damage to all utilities, construction, irrigation and planning elements, existing or new, marked or unmarked, and shall replace or repair damage in a manner acceptable to the Owner.

#### **1.30 WRITTEN GUARANTEE**

All work shall be guaranteed by the Contractor as to material and workmanship for a period of one year following the date of final acceptance of project. The Contractor shall provide a written guarantee on his letterhead at the time of the final inspection.

### **1.31 WRITTEN CERTIFICATION**

The Contractor shall provide a written certification that its work is installed free from defects, materials and workmanship, and in full compliance with the drawings and specifications. This shall be on the Contractor's letterhead with his Contractor's license number.

### **1.32 TURNOVER ITEMS**

The Contractor shall supply to the Owner, as part of this contract, the following items prior to the time of the final inspection.

- A. A reproducible set of as-built drawings. The as-built drawings shall be on a reproducible ozalid sepia. All work shall be neat and legible. Contractor shall certify reproducibles as to accuracy and completeness;
- B. The original of the guarantee letter;
- C. The original of the certification letter;
- D. Keys to any equipment installed at the site;
- E. Any special equipment or manuals required for the proper operation, adjusting, assembling and removing of each type of equipment supplied on this project as requested by the Owner.

### **1.33 OBLIGATION OF SUBCONTRACTOR**

Any Subcontractors utilized by Contractor are obligated to perform these general conditions and, as such, are to be incorporated in Contractor's contract with its Subcontractors.

**SECTION 016111****CONDUIT AND WIRE****PART 1 - GENERAL****1.01 SCOPE**

- A. Work Included: All labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work in this Section, complete as shown on the drawings and/or specified herein. Work includes, but is not necessarily limited to the following:
1. Examine all other sections for work related to those other sections and required to be included as work under this section.
  2. General provisions and requirements for electrical work.

**PART 2 - PRODUCTS****2.01 Conduit**

- A. Rigid galvanized steel conduit: Hot-dip galvanized, zinc coated. Threads shall be galvanized after fabrication. Couplings, connectors and fittings shall be threaded.
- B. Electrical metallic tubing: Galvanized. Couplings and connectors, seamless steel construction and of the setscrew or watertight compression type with factory-applied permanently attached insulated throat. Thomas & Betts Co. #5123 or #5031 Series or approved equal connectors and #5120 or #5030 Series or equal couplings.
- C. Flexible conduit. Galvanized steel. Connector shall be screw-in type with factory-applied permanently attached insulated throat. Bridgeport #520-DCI/521-DCI series or equal by Efcor.
- D. Liquid-tight flexible conduit. Sealtite Type U.A. with Appleton Series "ST" connectors.
- E. Nonmetallic conduit: Polyvinyl chloride, Schedule 40.

**2.02 WIRE AND CABLE**

- A. All wire and cable shall be copper, 600 volt, #12 AWG minimum unless indicated otherwise. Conductors #10 AWG and smaller shall be solid. Conductors #8 AWG and larger shall be stranded. Type of insulation as noted on drawings and as follows:
1. Type THHN/THWN insulation used for #4 AWG and smaller.
  2. Type THHN/THWN insulation used for #2 AWG and larger.
  3. Type THHN/THWN used for all panel feeders and service conductors.

4. Type THHN/THWN insulation used for circuit conductors installed in lighting fixture raceways, for conductors connected to the secondary of led drivers or other hot locations.
  5. Type THHN/THWN insulation shall be used where conductors are installed in conduit exposed to the weather.
  6. The following color code for branch circuits:  
  
Neutral...White (Tape feeder neutrals with white tape near connections) where separate neutral conductors are indicated for branch circuits, color code the white neutral conductor with a colored stripe corresponding to the phase of the respective line conductors.
    - a. Normal Power  
120/240 Voltage;  
Ground – Green, Phase A – Black, Phase B – Red
  7. Feeders identified as to phase or leg in each panelboard with printed identifying tape.
- B. Aluminum Conductors (600 Volt or Less Only): Aluminum conductors are not approved for use on the project.

### **PART 3 - EXECUTION**

#### **3.01 TRENCHING, FOOTINGS, SLEEVES**

- A. Provide trenching, concrete encasement of conduits, backfilling, and compaction for the underground electrical work, in accordance with applicable sections of this specification.
- B. Provide footings for all post and/or pole-mounted lighting fixtures. Concrete shall conform to the applicable sections of this specification.
- C. Provide sleeves for raceways and conduit passing under any street or roadway.

#### **3.02 GROUNDING**

- A. Grounding shall be executed in accordance with all applicable codes and regulations, both of the State of California and local authorities having jurisdiction.
- B. Where nonmetallic conduit is used in the underground distribution system, the Contractor shall install the proper sized copper ground wire in the conduit with the feeder for use as an equipment ground. The electrical metallic raceway system shall be grounded to this ground wire.
- C. The maximum resistance to ground shall not exceed 5 ohms.
- D. Where equipment bonding ground wire is installed or where nonmetallic or flexible conduit is used for branch circuit wiring, a green insulated, copper ground wire, sized in accordance with the following table, shall be installed. Install ground wire in each conduit with phase conductors. If the circuit conductors have been upsized due to voltage drop, the equipment ground wire shall be upsized proportionately.

1. Branch Circuit Protection	Minimum Ground Wire Size
15 Amp	#12
20 Amp	#12
30 to 60 Amp	#10
70 to 100 Amp	#8
101 to 200 Amp	#6

E. Each panelboard, pull box or any other enclosure in which several ground wires are terminated shall be equipped with a ground bus secured to the interior of the enclosure. The bus shall have a separate lug for each ground conductor. No more than one conductor shall be installed per lug.

F. The interior metal water piping system shall be bonded to the electrical equipment.

**3.03 CONDUIT**

A. The sizes of the conduits for the various circuits shall be as indicated on the drawings and as required by code for the size and number of conductors to be pulled therein. Conduits to be concealed except as noted otherwise.

B. PVC Schedule 40 nonmetallic conduit shall be used for all underground runs unless specifically noted or specified otherwise. Nonmetallic conduit shall not be run exposed. End bells shall be provided at conduit terminations.

C. Risers on underground conduit runs shall be PVC Schedule 40 below grade and rigid galvanized steel where the run turns up above finished floor.

D. Conduit Installation:

1. Underground conduits entering concrete pull boxes shall enter from the bottom of the pull box unless indicated otherwise. Provide end bell fitting on the end of each conduit 2" or larger entering the pull box. Provide waterproof sealant after conductors have been installed.

2. Provide metallic or plastic caps on all conduits during construction until installation of conductors.

3. Provide all trenching, excavation, shoring and backfilling required for the proper installation of underground conduits. Make trenches a minimum of 6" wider than the duct bank.

4. Install underground conduit, except under buildings, not less than 24" below finished grade in non-traffic areas and 30" below finished grade in traffic areas, including roads and parking areas. Install long radius bends in all underground conduits in excess of 100 feet long.

5. Provide a yellow magnetic detector tape over the entire length of all underground conduits. Place tape in backfill at a depth not to exceed 12 inches below finish grade or as required by the manufacturer.

6. From each new pedestal cabinet that is installed, stub out underground from the pedestal a minimum of four 3/4" conduits to the nearest open landscape space or other accessible location and cap for future use.
7. Conduits which are installed at this time and left empty for future use shall have polyvinyl rope left in place for future use.

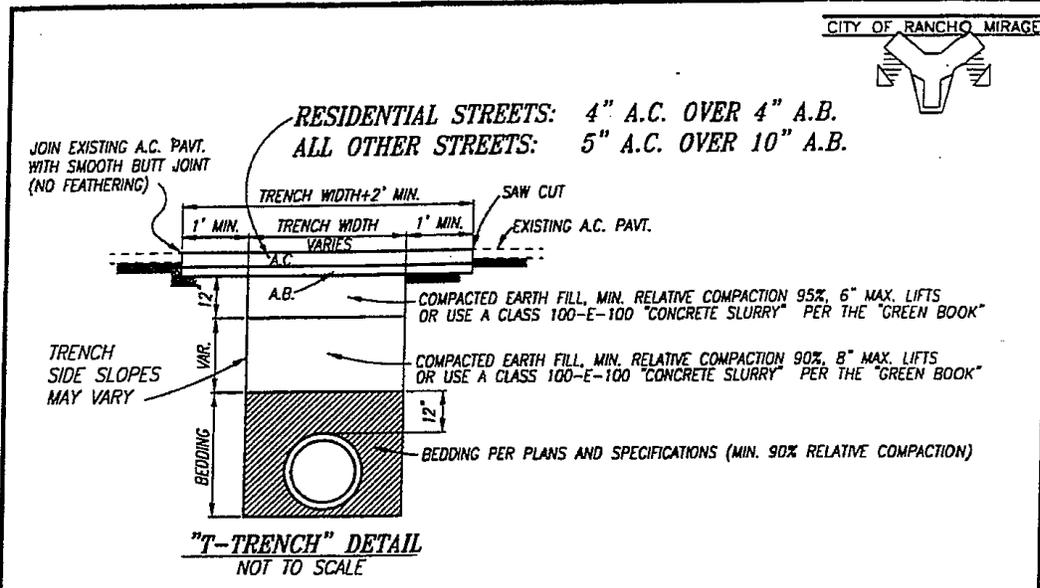
### **3.04 WIRE AND CABLE**

- A. Branch circuit and fixture joints for #10 AWG and smaller wire shall be made with UL-approved connectors listed for 600 volts, approved for use with copper and/or aluminum wire. Connector to consist of a cone-shaped, expandable coil spring insert, insulated with a nylon shell and 2 wings placed opposite each other to serve as a built-in wrench or shall be molded one-piece as manufactured by "Scotchlok."
- B. Branch circuit joints of #8 AWG and larger shall be made with screw pressure connectors made of high strength structural aluminum alloy and UL-approved for use with both copper and/or aluminum wire as manufactured by Thomas & Betts. Joints shall be insulated with plastic splicing tape, half-lapped and at least the thickness equivalent to the conductor insulation. Tapes shall be fresh and of quality equal to Scotch.
- C. Use U.L. listed pulling compound for installation of conductors in conduits.
- D. All splices in exterior pull boxes and landscape light fixtures shall be cast resin encapsulated. Power conductor splices - 3M Scotchcast Series 82/85/90; Plymouth or equal. No underground splices shall be made in control or signal circuits.
- E. Neatly group and lace all wiring in panelboards with plastic ties at 3" on centers. Tag all spare conductors.

**END OF SECTION**

SECTION 016160

604 STANDARD DETAIL



**TRANSVERSE TRENCH CUTS**

- 0" TO 12" WIDE - REPAIR TRENCH WIDTH ONLY (NO "T-TRENCH")
- 12" TO 24" WIDE - REPAIR TRENCH WIDTH PLUS ADDITIONAL 1' "T" ON BOTH SIDES
- >24" WIDE - REPAIR TRENCH WIDTH PLUS ADDITIONAL 1' "T" ON BOTH SIDES PLUS GRIND/OVERLAY 0.1' MIN. THICK FOR AN ADDITIONAL 3' ON BOTH SIDES.

**LONGITUDINAL TRENCH CUTS IN DRIVING LANES**

- 0" TO 12" WIDE - REPAIR TRENCH WIDTH ONLY (NO "T-TRENCH") PLUS 0.1 GRIND AND OVERLAY FROM FROM LANE LINE TO LANE LINE
- 12" TO 24" WIDE - REPAIR TRENCH WIDTH PLUS ADDITIONAL 1' "T" ON BOTH SIDES PLUS 0.1' GRIND/OVERLAY FROM LANE LINE TO LANE LINE
- >24" WIDE - REPAIR TRENCH WIDTH PLUS ADDITIONAL 1' "T" ON BOTH SIDES PLUS GRIND/OVERLAY 0.1' MIN. FROM LANE LINE TO LANE LINE.

**SHOULDER TRENCH CUTS**

- AT EDGE OF GUTTER - REPAIR TRENCH WIDTH ONLY (NO "T-TRENCH")
- OFF EDGE OF GUTTER - NO LESS THAN 2' "FLOATER" BETWEEN TRENCH AND GUTTER
- SLURRY OR FOG SEAL MAY BE REQUIRED UNLESS THE ROADWAY IS A DESIGNATED BIKE ROUTE, WHICH WOULD REQUIRE A 0.1' THICK GRIND/OVERLAY FROM EDGE OF GUTTER TO LANE LINE.

<b>CITY OF RANCHO MIRAGE</b>		<b>STANDARD DETAIL 604</b>
REVISIONS	<b>UTILITY TRENCH PAVEMENT REPLACEMENT</b>	
APPROVED BY: <i>[Signature]</i> 5/30/01 CITY ENGINEER DATE		

**END OF SECTION**

## SECTION 0328400

### AUTOMATIC IRRIGATION

#### PART 1 - GENERAL

##### 1.01 SCOPE

- Underground landscape irrigation system, complete with controllers, valves and all required heads, backflow preventers, as indicated on the plans.
- Related work specified elsewhere:
  - Landscape Planting

##### 1.02 GENERAL REQUIREMENTS

###### A. Permits:

Obtain and pay for all construction permits required by governing authorities. Obtain approvals for hookup to water meters or water main.

##### 1.03 RECORD DRAWINGS

- A. Record accurately on one set of black and white prints of the drawings, all changes in the work constituting departures from the original contract drawings, including changes in both pressure and non-pressure lines.
- B. Upon completion of each increment of work, transfer all such information and dimensions to the prints. Record changes and dimensions in a legible and workmanlike manner. When the drawings are approved, transfer all information to a set of reproducible drawings supplied at cost by the Landscape Architect.
- C. Dimension from two permanent points of reference (buildings, monuments, sidewalks, curbs, and pavement). Post information on as-built drawings day to day as the project is installed. All dimensions noted on drawings shall be 1/4 inch in size.
- D. Show dimensional locations and depths of the following:
  - 1. Water point of connection
  - 2. Route of irrigation pressure lines (dimensions maximum 100 feet along routing and all directional changes)
  - 3. Gate or Ball Valves

4. Irrigation control valves (buried only)
  5. Quick coupling valves
  6. Routing of control wires
  7. Other related equipment (as may be directed by the Landscape Architect).
- E. Maintain as-built drawings on site at all times.
- F. Make all changes to reproducible drawings in ink (no ballpoint pen). Make changes in a graphic quality equal to the original drawing.

#### 1.04 CONTROLLER CHARTS

- A. As-built drawings shall be approved by Landscape Architect before charts are prepared.
- B. Provide one controller chart of the maximum size controller door will allow, for each controller supplied, showing the area covered by automatic controller.
- C. The chart shall be a reduction of the actual as-built system drawing. If the controller sequence is not legible when the drawing is reduced, enlarge it to a size that will be readable when reduced.
- D. Chart shall be blackline print and a different pastel color used to show area of coverage for each station.
- E. When completed and approved, hermetically seal the chart between two pieces of plastic, each piece being a minimum 20 mils thick.
- F. Charts shall be completed and approved prior to final inspection of the irrigation system.

#### 1.05 OPERATION AND MAINTENANCE MANUALS

- A. Prepare and deliver to the CITY within five (5) calendar days prior to completion of construction, all required and necessary descriptive material in complete detail and sufficient quantity, properly prepared in four (4) individually bound copies. Describe the material installed in sufficient detail to permit operating personnel to understand, operate and maintain all equipment. Include spare parts lists and related manufacturer information for each equipment item installed. Each manual shall include the following:
1. Index sheet stating subcontractor's address and telephone number.
  2. Duration of guarantee period.
  3. List of equipment with names and addresses of manufacturer's local representatives.
  4. Complete operating and maintenance instructions on all major equipment.
- B. In addition to the maintenance manuals, provide the maintenance personnel with instructions for major equipment and show written evidence to the Landscape Architect at the conclusion of the project that this service has been rendered.

1.06 CHECKLIST

A. Complete the following checklist at the end of the project, using the format shown:

1. Plumbing permits (if none are required, so note)
2. Material approvals
3. Pressure line test (by whom and date)
4. As-built drawings completed (received by and date)
5. Controller charts completed (received by and date)
6. Materials furnished (received by and date)
7. Operation and maintenance manuals furnished (received by and date)
8. System and equipment operation instructions (received by and date)
9. Manufacturer warranties, if required (received by and date)
10. Written guarantee (received by and date)
11. Lowering of heads in lawn areas (if applicable)

B. Forward signed and dated checklist to the CITY before final acceptance of the project.

1.07 MATERIAL LIST

A. Submit complete material list prior to performing any work. Submit catalog data and full descriptive literature whenever the use of items, different from those specified, is requested. Submit notarized certificate by plastic pipe and fitting manufacturer indicating that material complies with specifications, unless material has been previously approved.

B. Submit material list using the following layout: (double spaced between each item).

<u>Item No.</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model No.</u>
1.	Pressure supply lines	Lasco	Sch 40
2.	Emitter	Rainbird	XBT-20

C. Equipment or material installed or furnished without the prior approval of the CITY may be rejected and such materials removed from the site at no expense to the Owner.

D. Approval of any items, alternatives or substitutions indicates only that the product(s) apparently meet the requirements of the drawings and specifications on the basis of the information or samples submitted.

- E. The Subcontractor is responsible for performance of substituted items. If substitution proves to be unsatisfactory, replace it with originally specified item, at no cost to the Owner.

## 1.08 GUARANTEE

Submit written guarantee, in approved form, that all work showing defects in materials or workmanship will be repaired or replaced at no cost to the Owner for a period of one (1) year from date of acceptance by the Owner.

## PART 2 - PRODUCTS

### 2.01 GENERAL PIPING AND SLEEVING

- A. Pressure supply line from point of connection through backflow prevention unit will be "Type K copper or brass" or "Class 315 PVC" unless otherwise noted.
- B. Pressure supply lines 2½" and larger, downstream of backflow prevention unit will be "Class 200 PVC" unless otherwise noted.
- C. Pressure supply lines 2" and smaller, downstream of backflow prevention unit will be "SCH 40 PVC".
- D. Domestic supply lines will be "SCH 40 PVC" on sizes 1½" or smaller; 2" or larger will be "SCH 80 PVC".
- E. Non-pressure lines will be "Class 200 PVC".
- F. Sleeving: All irrigation lines which are installed under driveways, roadways, pool areas, patios, walls or other permanent objects shall be installed inside sleeving. Sleeving shall be schedule 40 PVC with a diameter two (2) times the diameter of the irrigation line.

Top of sleeving under roads and driveways shall be a minimum of 24" below grade; top of sleeving under pedestrian areas shall be a minimum of 12" below grade.

### 2.02 PLASTIC PIPE AND FITTINGS

#### A. Solvent Weld Pipe:

Extruded of an improved PVC virgin pipe compound featuring high tensile strength, high chemical resistance and high impact strength. Conform to ASTM D-1784 or D-2241 to meet the requirements of cell classification 12454B for pipe. Compound shall have a 2,000 p.s.i. hydrostatic design stress rating.

#### B. Rubber Gasket PVC Pipe, Couplings and Fittings:

Conform to ASTM D-1784 Type I, Grade I, 2,000 p.s.i. design stress. Standard dimension ratio for pipe shall be SDR 21 (Class 200). All pipe shall conform to commercial standard CS-256-64 (pressure rated pipe) and National Sanitation Foundation testing laboratories (NSF). Rubber gaskets shall conform to ASTM 1869. All PVC piping shall be white or approved equal. Couplings and fittings shall be furnished by the pipe manufacturer and shall accommodate the pipe with which they are to be used. Couplings shall permit 5 degrees deflection of the pipe at each coupling (2½ degrees each side), without exfiltration or infiltration, cracking or breaking.

- C. Install concrete thrust blocking at all changes of direction of pipe and at terminal points according to manufacturer's recommendations on all rubber gasket piping.
- D. All pipe and fittings shall bear manufacturer's name, nominal pipe size, schedule or class, pressure rating p.s.i., NSF (National Sanitation Foundation) and date of extrusion.
- E. Make solvent cement joints for plastic pipe fittings as prescribed by manufacturer.
- F. All fittings shall be standard weight, schedule 40.
- G. All Fittings:

Injection molded of an improved PVC fitting compound featuring high tensile strength, high chemical resistance and high impact strength. Conform to ASTM D-1784, to meet the requirements of cell classification 12454B. Where threads are required in plastic fittings, these shall also be injected molded. All tees and ells shall be side gated.

- H. All threaded nipples shall be standard weight Schedule 80, with molded threads.

### 2.03 COPPER PIPE AND FITTINGS

#### A. Copper Pipe:

1. Type K, hard tempered, ASTM B88, with fittings of wrought solder joint type in accordance with ANSI B16.22.
2. Solder joints with silver solder, 45% silver, 15% copper, 16% zinc, 24% cadmium and solidus at 1,125 degrees F. and liquids at 1,145 degrees F., conforming to AST B206 and FS QQ-B-655C.

### 2.04 BRASS PIPE AND FITTINGS

- A. Brass pipe shall be 85% red brass, American National Standard Institute (ANSI) Schedule 40 screwed pipe.
- B. Fittings shall be medium brass, screwed, 125 pound class.

### 2.05 MANUAL CONTROL VALVES

- A. Angle type valve shall be all bronze, with swivel type replaceable seating members and with unions on discharge side.
- B. Anti-syphon type valve shall be all bronze, or of corrosion-resistant material with swivel type replaceable seating members and an approved vacuum breaker as an integral part of assembly.
- C. Control valves shall be as indicated on drawings, installed according to construction detail.

### 2.06 BACKFLOW PREVENTION UNITS

- A. Type A backflow preventer shall operate on a "reduced pressure" principle. Maintain pressure differentials by two (2) spring-loaded diaphragm actuated differential pressure relief valves. Failure of any part vital to prevention of backflow shall be indicated by a continuous discharge

from relief valve opening. Moving parts shall be easily removed and replaced without disconnecting preventer. Fabricate parts of corrosion-resistant materials. Unit shall operate automatically on line pressure without any manual control or assistance. Equip unit with gate valves. Maximum loss through unit shall be 8.2 p.s.i. at 160 g.p.m.

- B. Type B pressure vacuum breakers 2½" and larger shall consist of two (2) approved check valves, all brass vacuum breakers, inlet and discharge gate valves and field test cocks. Check valve bodies shall have pure zinc coated interior surfaces, all brass closing members, soft neoprene discs and stainless steel hinge pins.
- C. Type C pressure vacuum breakers 2" and smaller shall consist of approved check valves, vacuum relief inlet and discharge gate valves, field test cocks and shall be installed a minimum of 12" above the highest head served.
- D. Type D atmospheric vacuum breakers shall have bronze bodies, with check valve proppets of molded polyethylene, angle type.

## 2.07 GATE or BALL VALVES (as specified on the plans)

- A. Gate valves 3" or smaller shall be the following, unless otherwise noted:
  - 1. 150-pound saturated steam rated
  - 2. Brass body - ASTM B62
  - 3. Screwed joints
  - 4. Non-rising stem
  - 5. Screwed bonnet
  - 6. Solid disc
  - 7. Ball valves shall be full-ported, with lever
  - 8. Gate valves shall be equipped with handwheel
- B. All valves shall be housed in a box as detailed, except in traffic areas, where box shall be concrete with cast iron lid, of a type suitable for traffic installation.

## 2.08 QUICK COUPLING VALVES

- A. Body of valve shall be red brass with a wall thickness guaranteed to withstand normal working pressure of 150 p.s.i. without leakage with ¾" female threads opening at base.
- B. Construct valve so it can be operated only with a special connecting device known as a coupler, designed for that purpose. Coupler is inserted into valve and a positive, watertight connection shall be made between coupler and valve. Thread shall be Acme type.
- C. Hinge cover shall be of red brass with a rubber-like vinyl cover bonded to it in such a manner that it becomes a permanent type cover, yellow in color.

- D. Locate all valves within 12" of hardscape unless otherwise noted.

## 2.09 CHECK VALVES

- A. Swing check valves 2" and smaller shall be of all bronze construction, 100# S.W.P., female I.P.S.
- B. Anti-drain valve shall be of plastic construction with soft composition disc and internal parts of stainless steel; spring tension adjustable from 4 PSI to 15 PSI with high flow shut-off.
- C. Swing check valves 2½" and larger shall be of cast iron, 150-pound class, with no-slam feature, installed in box of sufficient size with three (3) cubic feet of pea gravel around valve.

## 2.10 ELECTRIC AUTOMATIC CONTROLLER

- D. Automatic controller shall be fully automatic in operation and capable of operating the number of stations of remote control valves.
- E. Controller shall be pedestal or wall-mounted type with a heavy duty watertight case and locking, hinged cover.
- F. Controller shall be programmed for various schedules entirely by setting switches and dials, equipped with the following features:
  - 1. An operation switch for each day of the week, for two or three schedules, allowing each station to be scheduled individually as to days of watering.
  - 2. A minutes operation switch for each station with a positive increment range of 1 to 99 minutes. Time sets shall be accurate within 1%.
  - 3. A repeat switch allowing selected schedules to be repeated after completion of the initial watering schedule and allowing repeat operations to be scheduled throughout a 24-hour day.
- D. Controller shall have a 110-volt pump starter relay as an integral part.
- E. Controller components shall be fused and chassis grounded.
- F. Controller shall be equipped with an approved on and off switch for 115-volt service and electrical outlet, located inside housing.
- G. The exact location of the controller shall be determined in the field by the CITY before installation. The contractor is responsible for coordinating the electrical service to this location. In the event a conflict prevents this coordination, the CITY shall be notified immediately.

## 2.11 ELECTRICAL REMOTE CONTROL VALVES

- A. Valve shall be spring-loaded, packless diaphragm activated type with plastic body of a normally closed type, equipped with a flow control.
- B. Valve solenoid shall be corrosion-proof and constructed of stainless steel molded in epoxy to form one integral unit, 24 volt A.C., 4.5 watt maximum, 500 maximum milliamp in-rush.

- C. Valve shall be capable of being operated in the field without electricity at the controller, by a bleeder valve.
- D. Install valve in shrub area whenever possible and according to construction detail.

## 2.12 ELECTRICAL STANDARD VOLTAGE

- E. Obtain new electrical meter, if needed, and pay all costs involved.
- F. Provide power and connections to the automatic controller. Power point of connection location and design by others.
- G. All electrical equipment installed outside building shall be NEMA 3 type, waterproofed for such installation.
- H. All low voltage work shall be installed by Subcontractor. Refer to Low Voltage Wiring for additional information.
- I. All electrical work shall conform to local codes, ordinances and union authorities having jurisdiction.

## 2.13 LOW VOLTAGE WIRING

- J. Connections between the controller and remote control valves shall be made with direct burial AWG-UF type wire, installed in accordance with valve manufacturer's wire chart and specifications.
- K. Wiring shall occupy the same trench and shall be installed along the same route as the pressure supply lines wherever possible and shall be installed before main line wherever possible.
- L. Where more than one wire is placed in a trench, the wiring shall be taped together at intervals of 12 feet.
- M. All splices shall be made using Scotch Lok Unipack waterproofing sealing packets, Pen-Tite connectors or equal. An expansion loop of 12" shall be provided at each wire connection and directional turn.
- N. Sizing of wire shall be according to manufacturer recommendations, in no case less than #14.
- O. Use a continuous wire between controller and remote control valves. Under no circumstances shall splices exist without prior approval. Any splices allowed shall be installed in an approved box.
- P. All ground wires shall be white.
- Q. Provide one orange wire from each controller to furthest location in system, to be used as required as a spare (on larger projects only).

## 2.14 TREE IRRIGATORS

Each tree shall be equipped with a fixed flow bubbler for watering as called for, and installed as shown.

## 2.15 DRIP EMITTERS

### A. Single Outlet

Single outlet drip emitters shall have a fully pressure compensating diaphragm constant flow, self-flushing with 10/32" threaded inlet.

## 2.16 STRAINER AND FLOW CONTROL ASSEMBLIES

- A. All drip emitter systems shall be protected by a bronze Y filter strainer of a size as noted on drawings, equipped with a 200 mesh screen and a 1/2" ball valve for flushing.
- B. Flow control unit shall consist of a series of flow control with the capability as indicated.
- C. Unit shall be equipped with necessary fittings and pressure regulator (line size) for adjusting pressure as indicated on drawings. All fittings and nipples shall be Sch 80 PVC.
- D. Unit shall be complete, as indicated.

## 2.17 FLUSH VALVES

- A. Equip all drip emitter systems with a flushing valve assembly located as noted on drawings.
- B. Flush valves shall be a 3/4" hose bibb, loose key type, with an inverted nozzle installed in a 12" round plastic box.
- C. PVC nipples shall be Sch 80 and installed as shown on drawings.
- D. When called for, check valve shall be plastic 100 Class minimum.

## 2.18 VALVE BOXES

- A. Boxes shall be of type, size and material noted on the drawings.
- B. When identification numbers are called for, they shall be branded in 2" letters.

## 2.19 MATERIALS TO BE SUPPLIED

- A. Supply as part of this contract the following tools:
  - 1. Two (2) wrenches for disassembling and adjusting each type irrigation head supplied
  - 2. Two (2), 30" irrigation keys for operation of manual control valves
  - 3. Two (2) keys for each automatic controller
  - 4. Ten (10) couplers and matching hose swivels
  - 5. Two (2) keys for opening valve boxes
- B. The above equipment shall be turned over to the Owner at the conclusion of the project. Before

final inspection can occur, evidence that the Owner has received materials shall be shown to the Landscape Architect.

- C. All equipment not indicated in the specifications but called for in construction documents shall be supplied and installed in accordance with the construction detail pertaining to same.

## PART 3 - EXECUTION

### 3.01 INSPECTION SCHEDULE

- A. Contractor is responsible for notifying the CITY in advance for the following inspections, according to the time indicated:
  - 1. Pre-job conference - 7 days
  - 2. Pressure supply installation and testing - 36 hrs
  - 3. System layout - 36 hrs
  - 4. Coverage tests - 36 hrs
  - 5. Final inspections - 48 hrs
- B. When inspections have been conducted by other than the City of Rancho Mirage (“CITY”) Inspector, show evidence of when and by whom these inspections were made.
- C. No inspection will commence without as-built drawings. In the event the Subcontractor calls for an inspection without as-built drawings, without completing previously noted corrections, or without preparing the system for inspection, he shall be responsible for reimbursing the CITY or at current hourly rates plus any transportation costs for the inconvenience. No further inspections will be scheduled until this charge has been paid.
- D. The Subcontractor shall be responsible for having a cell phone or sufficient personnel so that directions from the inspection area to the controller of the system can be readily accomplished when performing the final inspection.

### 3.02 WATER SUPPLY

- A. Obtain new water meter and pay all costs involved, unless otherwise noted (identify any use fees from water districts in advance, and include in bid).
- B. Connections to the existing water meters shall be determined in the field based on as-built drawings. Minor changes caused by actual site conditions shall be made without additional cost to the owner.

### 3.03 LAYOUT

- A. Layout irrigation heads and make any minor adjustments required due to differences between site and drawings. Any such deviations in layout shall be within the intent of the original drawings, and without additional cost to the Owner.
- B. Layout all systems using an approved staking method and maintain the staking of approved layout.

- C. When drip emitter systems are involved, Subcontractor shall layout chalk lines and have same approved before installations.
- D. Before starting work on irrigation system, determine that work may proceed without disruption of activities of other trades.

### 3.04 GRADES

No drip emitter systems shall be installed unless finish grade is within 1/10 foot, plus or minus.

### 3.05 ASSEMBLIES

- A. Coordination of installation of backflow assemblies in shrub areas and at minimum height required by local codes. Backflow shall be installed by CVWD only.
- B. Routing of pressure supply lines as indicated on drawings is diagrammatic. Install lines and various assemblies to conform to details on plans.
- C. Do not install multiple assemblies on plastic lines. Provide each assembly with its own outlet.
- D. Install all assemblies specified herein according to the respective detail drawings or specifications, using best standard practice with prior approval.
- E. Assemble brass pipe and fitting, and plastic pipe and threaded fittings, using Teflon dope, applied to the male threads only.

### 3.06 LINE CLEARANCE

- A. All lines shall have a minimum clearance of 4" from each other and 6" from lines of other trades.
- B. Do not install parallel lines directly over one another.
- C. Non-pressure headers may be installed in same trench when drip emitter system is used.

### 3.07 TRENCHING

- A. Dig trenches and support pipe continuously on bottom of ditch. Lay pipe to an even grade. Trenching excavation shall follow layout indicated and as noted. These dimensions shall be considered below subgrade where lines occur under paved area.
- B. Provide minimum cover of 18" on all pressure supply lines 3" and smaller, 18" for all control wire, 12" for non-pressure lines and 10" for drip emitter lines.
- C. Drip emitters shall be installed in open ditch or by the laying method to an even grade. Obtain approval from the CITY before laying method can be used. Note: Call Dig Alert, or other pertinent local CITY before any digging with backhoes or other machinery. Verify existence of any existing utility lines.

### 3.08 BACKFILLING

- A. All backfill shall be coarsely graded sand. Compact backfill to dry density equal to the adjacent

undisturbed soil, conforming to adjacent grades without dips, sunken areas, humps or other irregularities.

- B. In proper types of soil, the CITY may authorize the use of flooding in lieu of tamping.
- C. Under no circumstances shall truck wheels be used for compacting soil.
- D. Provide sand backfill a minimum of 6" over and under all paved areas and a minimum of 6" on all other piping.

### 3.09 FLUSHING THE SYSTEM

- A. After all irrigation pipe lines and risers are in place and connected, and prior to installation of irrigation heads, the control valves shall be opened and a full head of water used to flush out the system.
- B. Irrigation heads shall be installed only after flushing of the system has been accomplished to the complete satisfaction of the CITY.

### 3.10 UNDER EXISTING PAVEMENT

- A. Piping under existing pavement may be installed by jacking, boring or hydraulic driving. However, no hydraulic driving will be permitted under asphalt paving.
- B. Secure permission from owner before cutting or breaking existing pavement. All necessary repairs and replacements shall be approved by Owner, and shall be at no additional cost to Owner.

### 3.11 IRRIGATION HEADS

- A. Install irrigation heads as designated on the drawings.

### 3.12 ADJUSTING THE SYSTEM

- A. Adjust valves, alignment and coverage of irrigation heads.
- B. If it is determined that adjustments in the irrigation equipment or nozzle changes will provide proper and more adequate coverage, make all such changes or make arrangements with the manufacturer to have adjustments made, prior to any planting.
- C. The system shall be thoroughly flushed after installation of drip emitter type system and then used at full flow capacity. Allow area to become totally saturated. After planting, check system to determine when desired moisture content has been reached, by observing and probing soil. The pressure setting may require several different settings to establish the proper one, or shall be set as directed by manufacturer's representative.
- D. These changes or adjustments shall be made without additional cost to the Owner.
- E. The entire system shall be operating properly before any planting operations commence.
- F. Be responsible for periodically checking operation of system and adjusting or relocating moisture sensing equipment, as necessary. (Maximum of one time.)

- G. The Contractor may, at his option, use the system for initial germination, but it is suggested that hand-watering be used for the first two (2) weeks when a drip emitter irrigation system is utilized.

### 3.13 COVERAGE TEST

Perform a coverage test when the irrigation system is completed in the presence of the CITY Inspector to determine if the water coverage for tree and shrub areas is complete and adequate. Finish all materials and perform all work required to correct any inadequacies of coverage due to deviations from plans or where the system has been willfully installed as indicated on the drawings when it is obviously inadequate or inappropriate, without bringing this to the attention of the CITY Inspector. This test shall be accomplished before any planting occurs.

### 3.14 TESTS

- A. Make hydrostatic tests only in the presence of the CITY Inspector. No pipe shall be backfilled until it has been inspected, tested and approved in writing.
- B. Furnish necessary force pump and all other test equipment.
- C. Test all pressure supply lines under a hydrostatic pressure of 150 pounds psi for a period of 3 hours.
- D. All testing shall be approved prior to the installation of remote control valves, quick couplers or other valve assemblies.

### PART 4 - CLEAN UP

- A. Contractor shall remove all debris associated with his work from the project site on a daily basis. Contractor is responsible for providing proper debris receptacles, or disposing of debris off site.
- B. All receptacles or off-site disposal must conform to state and local codes. Contractor is responsible for identifying any waste associated with his work which may be deemed as being "hazardous" as defined by the EPA, and disposing of it per EPA regulations.

**GUARANTEE FOR IRRIGATION SYSTEM, PLANTS,  
AND PALMS**

We hereby guarantee the irrigation system, plants, palms and trees that we have furnished and installed against defects in materials and workmanship, ordinary wear and tear and unusual abuse, or neglect excepted, and that the work has been completed in accordance with the Drawings and Specifications. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or materials within a period of one (1) year from date of filing the Notice of Acceptance for the below-named Project by the CITY OF RANCHO MIRAGE, at no additional cost to the owner or the CITY. We shall make such repairs or replacements within 14 calendar days following written notification by the Owner. When the immediate repair or replacement of the work is necessary to ensure the public safety and welfare, which would be endangered by continued usage of the facility, such circumstance will be deemed an operational emergency. In the event of such an emergency after the Owner contacts our firm and after authorizing 24 hours to initiate repairs, if we fail to initiate and diligently complete such repairs in a timely manner, the Owner may direct other forces to perform such functions as may be deemed necessary by the Owner to correct work and immediately place the facility back in operational condition. If such procedure is implemented, we shall bear all expenses incurred by the Owner. In all cases, the judgment of the Owner shall be final in determining whether an operational emergency exists. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from the Owner (other than an operational emergency), 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.

PROJECT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PHONE: \_\_\_\_\_

- C. After the system has been completed, the Contractor shall instruct the CITY’S Public Works Representative in the operation and maintenance of the system and shall furnish a complete set of operating instructions.
- D. Any settling of trenches which may occur during the one-year period following acceptance shall be repaired to the Owner's satisfaction by the Contractor without any additional expense to the CITY or the Owner. Repairs shall include the complete restoration of all damage to planting, paving or other improvements of any kind as a result of the work.

**END OF SECTION**

## SECTION 0329000 LANDSCAPE PLANTING

### PART 1 - GENERAL

#### 1.01 SCOPE

- Finish grading and shaping of surfaces to receive planting, including any required fill
- Crushed rock ground cover
- Plant materials
- Staking and guying
- Pruning of trees and shrubs
- Maintenance of all planting
- Guarantee
- Related work specified elsewhere:

Automatic Irrigation  
Landscape Maintenance

#### 1.02 OBSERVATIONS

- A. Observations will be made by the CITY and Landscape Architect. Contractor shall be on the site when observations are made. Request observation by telephone at least two (2) working days in advance of date desired. If the work is not ready for observation when the CITY or Landscape Architect arrives, Contractor may be subject to paying for the Landscape Architect's visit.
- B. Observation is required for the following:
1. When grading and soil conditioning has been completed, prior to planting.
  2. When trees and shrubs have been spotted for planting, but before planting holes are excavated.
  3. When planting and all other specified work has been completed, prior to maintenance period.
  4. At end of 90-day maintenance period.

#### 1.03 GUARANTEE

- A. All 15 gallon or smaller trees, shrubs and plant material shall be guaranteed for a period of 90 days; 24" box and larger trees shall be guaranteed for a period of one (1) year. All palm trees, regardless of size, shall be guaranteed for one (1) year. All guarantee periods commence from the time of final acceptance by the Owner at the successful completion of the maintenance period.
- B. Replace all dead plants and those not in vigorous conditions noted during the maintenance period, as soon as weather permits.

C. Plants used for replacements shall be of same kind and size as originally planted. Plants shall be furnished, planted and fertilized as specified and guaranteed.

D. Frost Damage:

All plants specified are considered appropriate to the local climate, based on accepted industry standards. It is understood that frosts occur on occasion, and, as such, will be treated as a no-fault "act of God." If plant material has been delivered to the site, but not planted, the contractor will replace any dead or damaged plant material at no cost to the Owner. If plant material has been planted per these specifications prior to the frost, then the Owner shall be responsible for cost of replacement of frost-damaged plant material.

## PART 2 – PRODUCTS

### 2.01 MATERIALS

A. Topsoil:

1. Existing soil on the site shall first be used as topsoil for planting purposes where possible, but shall be free of debris, oil, weeds, turf roots and other foreign matter. Any additional imported Class A top soil needed to make grade and replace existing contaminated planting soil shall be supplied by the contractor and be part of the soil preparation and fine grading pay item of the work.
2. Imported soil shall be sandy textured. Silt plus clay content of this soil shall not be greater than 15 percent by weight. The boron content of this soil shall not be greater than one (1) part per million as measured on the saturation extract. The sodium absorption ration (SAR) shall not exceed 6.0 millimhos per centimeters at 25 degrees Celsius.

B. Fertilizers and Soil Conditioners:

1. Organic amendment shall be nitrolized-mineralized redwood sawdust (.5% actual nitrogen) or nitrolized-mineralized fir sawdust (.8% actual nitrogen) or nitrolized-mineralized fir bark (1% actual nitrogen). Amendment shall be fine textured, having actual minimum 80% passing #8 screen and minimum 95% passing #4 screen. The electrical conductivity (EC) should not exceed 3.0. Salinity shall not be higher than 3.5 millimhos per centimeter at 25 degrees C. as measured by saturation extract conductivity.
2. Commercial fertilizer shall have a minimum of 12 nitrogen, 9 phosphoric acid, 8 potash. Deliver mixed fertilizer in standard bags, marked with weight, analysis and name of manufacturer. Keep fertilizer in dry storage.

C. Plant Materials:

1. All plant materials shall be healthy, well developed representations of their species or varieties, free from disfigurements, with well-developed branch and root systems, conforming to Federal, State and County laws, requiring inspection for plant diseases and insect infestation.
2. Inspection certificates required by law shall accompany each shipment, invoice or order for stock, and when plant material arrives at site, file certificate of inspection with Forest Service, or County Agricultural Department.

3. Tag plant materials with name and size in accordance with standards of practice recommended by American Association of Nurserymen.
  4. Sizes of tree and shrub containers shall be as stated on the planting plan. Container stock shall grow in containers for at least six (6) months, but not over two (2) years. Samples shall be shown to prove that root-bound conditions do not exist. Container plants that have cracked or broken balls of earth when taken from containers shall not be planted, except upon special approval.
  5. Do not prune prior to delivery, except by special approval.
  6. Plants shall be subject to inspection for size, variety, condition, latent defects and injuries at place of growth and at the project site any time before or during progress of work. Remove rejected plants from the project site immediately and replace with acceptable material.
  7. Protect all plants from damage by sun, wind or rain at all times before planting.
  8. If proof is submitted that any plant specified is not obtainable, substitution will be permitted. A proposal will be considered for use of the nearest equivalent in size or variety with an equitable adjustment of contract price. All substitutions will be subject to CITY'S approval.
  9. Plants shall be grown under climatic conditions comparable to those of the subject site, unless otherwise specifically approved by the CITY.
- D. Tree ties shall be of heavy hose-like plastic ties.
- E. Tree stakes shall be 2" diameter x 10'-0" steel stakes actual dimension for 5 and 15 gallon trees. Use Lodgepole Pine, or approved substituted, pointed at one end and stained over their entire length with green shingle stain. Stake only plants which are indicated to be staked on Planting Plans. See details on drawings.
- F. Crushed Rock Ground Cover:
1. Provide crushed rock (gravel or "fines") where indicated, and as specified, on the drawings. Rock shall be installed per the thickness stated on the drawings; if no thickness is called out install a minimum of 2" thick.

### PART 3 - EXECUTION

#### INSTALLATION

Commence work within five days after notification by the Owner and conduct operations continually until completion, unless weather conditions are unfavorable.

#### Site Clearance:

Clean and remove weeds, grasses, roots and any minor accumulated debris and rubbish from planting areas before commencing work. Existence of major amounts of debris shall be called to the attention of the General Contractor for removal. For turf removal, use two treatments of Fusilade II Herbicide – allowing two weeks for each treatment to run its course. After the herbicide treatment process is complete and the turf is dead, turf is to be removed by Contractor. Follow the product label for application and handling of herbicide. Payment for this work shall be included in the Demolition (clearing and grubbing) bid item of work.

Storage/Staging Area/Maintenance:

Storage of plants and preparation of a staging area shall be the responsibility of the contractor, and shall be coordinated with the Owner. Ensure that plants are protected from damage by sun, rain, wind and construction work. Stored plants must be watered and maintained so they remain in vigorous condition; damaged material must be replaced at no cost to the Owner.

Finish Grading of Planting Areas:

Grading shall be done as indicated on the Grading Plans and as follows:

Do not work the soil when moisture content is so great that excessive compaction will occur; nor when content is so dry that dust will form or clods will readily break up.

Remove and dispose of all soil in planting areas that contains any deleterious substance such as oil, plaster, concrete, gasoline, paint, solvents, etc., removing the soil to a minimum in the affected areas. The affected soil shall be replaced with native or imported soil, as required. The Subcontractor shall be responsible for any damage to installed plants caused by such substances.

If an area to be landscaped is not acceptable to the Contractor, he shall notify the CITY in writing.

Loosen all planting areas to a depth of 8" prior to the start of finish grading. Finish grades shall allow for addition of soil conditioners.

Make minor grade adjustments as directed by the CITY Inspector.

Warp grades so that water does not collect where designed drainage meets an obstruction.

Use water trucks and sprinklers, as required, to control all airborne dust caused by grading operations.

Finish grade all planting areas to a smooth and even condition, making certain that water does not pocket nor irregularities remain. Remove and dispose of all foreign materials, clods and rocks over 1-1/2" in diameter within three (3) inches of surface. Provide a grade, after conditioning and planting, which is 1-1/2" below the tops of curbs and walks, sloping to drain to adjacent roadway, drain swale or catch basins.

Soil Sample Testing and Soil Conditioning: (applies to all irrigated areas)

CITY Inspector will meet with landscape contractor prior to planting in order to discuss plant and tree locations. Landscape contractor must allow for field adjustments of all plant material.

Soil samples (minimum of one (1)) must be sent to Soils and Plant Laboratory, Inc., 1594 North Main Street, Orange, California 92867, (714) 282-8777; or equal approved laboratory. Samples shall be reviewed for soil analysis and amendment recommendations. An analysis shall be submitted to the CITY in writing. This analysis shall include a location map indicating where the soil samples were taken on the site. This procedure shall also apply to water samples and water analysis should this be necessary. Water analysis shall be done if requested by the landscape architect or the Owner. Soil analysis fees to be paid by contractor.

The landscape contractor shall provide a minimum of one (1) percolation pit per acre to monitor how quickly the water will drain from tree and shrub pits. Landscape contractor will dig in locations directly by the CITY. The holes shall be 48" deep by 48" wide; the holes will then be saturated with water and filled with water. The holes will then be measured as to the number of inches they drain in one (1) hour. If the drainage is less than 2" per hour, the contractor must notify the CITY in writing. The landscape architect will then provide site specific drainage details that will assist in removing excess water from tree roots.

All planting areas with a grade of 3:1 or flatter shall be graded to finish grade allowing for amendments, then incorporate the following amendments evenly into the top 4" to 6" of soil for each 1,000 square feet of area, unless test results require a change; do not add amendments until CITY and landscape architect has reviewed test results:

Three (3) cubic yards of nitrolized shavings  
200 pounds Gro-power Plus

All rocks or unbroken soil clods over 1-1/2" diameter brought to the surface shall be removed from the site.

Soil deemed to have significant clay content (greater than 15% by weight) shall be amended accordingly prior to planting. (Specifics to be stated on a per project basis). IT IS THE LANDSCAPE CONTRACTORS' RESPONSIBILITY TO DETERMINE CLAY CONTENT OF SOIL AND REPORT TO THE CITY.

Planting Shall be Done as Follows:

Determine location of trees and shrubs by scaling from Planting Plans. All trees planted within 5' of paving, walls or buildings shall have root guards installed, per item F of Section 02950.2.01 of these specifications.

Locate containers per plan and obtain approval from the CITY before excavating pits.

Excavate pits per detail sheets.

If planting pits are cut with power auger, vertical sides of pit shall be additionally broken with balling bar or spade to interrupt continuous curve influence on root development.

Plant material shall be planted in such a manner, that after settling, the crown of the plant bears the same relation to finish grade that it did to the surface in the container.

Backfill tree and shrub pits with clean native soil.

Form shallow basin around edge of plant pit.

Grade area around plants to finish grades and dispose of excess soil.

Stake or guy all new trees so indicated on plant material legend in accordance with details shown on the drawings.

Crushed Rock:

Sterilize soil.

Wet and compact area which is to receive rock to 90% compaction.

Spread, wet and roll crushed rock to specified thickness. If no thickness is specified provide 2" minimum thickness. Thickness of rock shall be uniform.

Pruning:

Prune minimum necessary to remove injured twigs and branches, deadwood and suckers.

Prune plants according to standard horticulture practice, by a qualified arborist. Cover all cuts over 1/2" in diameter with an application of "tree seal" or equal, colored to match trunk. Do not use lead base paints.

Clean-Up:

During the course of the work, remove surplus materials from the site and leave premises in a neat and clean condition.

Clean up and remove all remaining debris and surplus materials upon completion of work, leaving the premises neat and clean.

Remove all tags, labels, nursery stakes and ties from plants.

**END OF SECTION**

## SECTION 0329010 MAINTENANCE

### PART 1 – GENERAL

#### 1.01 INSURANCE, LICENSES, PERMITS

The Landscape Maintenance Contractor shall possess all insurance, licenses and permits required to perform the landscape maintenance.

##### A. Licensing Requirements

In accordance with Division II, Chapter 9 of the Business and Professions Code of the State of California, providing for the licensing of contractors, the Contractor shall possess a valid C-27 landscape maintenance license or Class A Contractor's license. In addition, the Contractor shall possess a valid chemical applicator's license to include pest control or must subcontract to a licensed contractor.

##### B. Contract Termination

The Owner reserves the right to terminate the contract, without penalty, for cause immediately or without cause after thirty (30) days written notice thereof is delivered to Contractor, either personally or by mail addressed as shown on the contract documents. In the event of such termination, the bond shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.

#### 1.02 SCOPE OF WORK

These specifications establish the standard for the maintenance of the landscaping for the ninety (90) days following completion of landscape installation.

The Contractor shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape maintenance as set forth in these specifications and in keeping with the highest standard of quality and performance.

Maintenance of these areas shall include maintenance of plant materials and irrigation system. Maintenance of plant materials shall include, but is not limited to, trimming and edging, pruning, weed control, cultivation, pest control, tree surgery, plant replacement and clean-up of drainage system. It is the intent of these specifications to provide plant material maintenance methods to keep the site in a state of growth and repair. Irrigation maintenance shall include operation of system adjustment and all necessary repairs.

##### A. Emergency Numbers

The Contractor shall provide, at all times throughout the duration of this contract, emergency telephone numbers which can be called for emergency conditions at any time that the Contractor's representatives are not immediately available at the job site. An alternative number shall be provided in case no answer is received at the first number. The emergency number shall be used to contact a responsible representative of the Contractor who can take the necessary action required to alleviate an emergency condition which threatens to cause damage to any property.

B. Method of Payment

The Contractor shall present monthly invoices of one-third of the total amount of the 90-day period. Payments will be made monthly and shall equal one-third of the total amount for a 90-day period, due within thirty (30) days from which service was performed.

PART 2 - EXECUTION

2.01 MAINTENANCE DURING CONSTRUCTION

- A. Continuously maintain all areas included in the contract during the progress of the work, the maintenance period and until final acceptance of the work.
- B. After all work indicated on the drawings or herein specified has been completed, observed and accepted by the City of Rancho Mirage Representative, maintain all planted areas for a period of 90 days.
- C. Tree and Shrub Care:

1. Watering:

Maintain a large enough water basin around plants so that water can be applied to establish moisture through the major root zone. When hand -watering, use a water wand to break the water force.

2. Pruning:

- a. Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which have vertical spacing of 18" to 48" and radial orientation so as not to overlay one another. Eliminate narrow v-shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations; to maintain a natural appearance; to balance crown with roots.
- b. Under no circumstances will stripping of lower branches ("raising up") of young trees be permitted. Retain lower branches in a "tipped back" or pinched condition with as much foliage as possible to promote trunk growth (tapered trunk). Lower branches may be cut flush with the trunk only after the tree is able to stand erect without staking or other support.
- c. Thin out and shape evergreen trees when necessary to prevent wind and storm damage. Perform primary pruning to deciduous trees during the dormant season. Prune damaged trees or those that constitute health or safety hazards at any time of the year, as required.
- d. The objectives of shrub pruning is the same as for trees. Do not clip shrubs into balled or boxed forms unless such is required by the design and designated on the plant legend.
- e. Make all pruning cuts of lateral branches or buds, flush with trunk. "Stubbing" will not be permitted.

D. Staking and Guying:

Remove stakes and guys as soon as they are no longer needed. Inspect stakes and guys to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds.

E. Weed Control:

1. Keep basins and areas between plants free of grasses and weeds. Apply pre-emergent herbicides recommended by a licensed pest control advisor. Avoid frequent soil cultivation that destroys shallow roots.
2. Maintain insect and disease control with approved materials.

F. Replacement of Plants:

Remove dead and dying plants and replace with plants of an equal size, condition and variety of original planting plan, to be paid for by the Landscape Contractor.

G. Groundcover Care:

1. Apply a pre-emergent, Surflan and Ronstar. Treat larger areas with Surflan at rate of 5-1/3 lbs per acre; apply Ronstar to smaller areas at rate of 200 lbs per acre.
2. Remove trash weekly.
3. Edge groundcover to keep in bounds and trim top growth as necessary to achieve an overall even appearance.
4. Replace dead and missing plants at Contractor's expense.
5. Exterminate gophers and moles, repair damage.

### PART 3 - CLEAN UP

Contractors shall remove all debris associated with his work from the project site on a daily basis. Contractor is responsible for providing proper debris receptacles, or disposing of debris off site.

All receptacles or off-site disposal must conform to state and local codes. Contractor is responsible for identifying any waste associated with his work which may be deemed as being "hazardous" as defined by the EPA, and disposing of it per EPA regulations.

#### 3.01 MAINTENANCE DURING 90-DAY MAINTENANCE PERIOD

1. Groundcover Areas

Shrub and groundcover areas shall be tilled only prior to pre-emergent application but raked and edged weekly or bi-monthly and all debris removed from the areas that day. Groundcover shall be kept neat in appearance and within the intended area of planting by edging and trimming. Keep shrubs and groundcover neatly trimmed away from irrigation heads to allow for their proper operation. Groundcovers shall be trimmed back from shrubs and trees as necessary. Trim and edge to maintain paver edging and curbs free of plant growth.

2. Disease, Harmful Insect and Rodent Control

Maintain areas free of pests and diseases including rodents, snails, insects, etc. See Section 02960.2.03 A, 4, 5 and 6 and D, E and F of Additional Work in All Areas.

3. Weed Control

Weeds shall be controlled so as not to reach an objectionable height. Remove weeds by chemical or mechanical means on a monthly schedule. Weed infestations of the shrub and groundcover areas, if severe, may be controlled by a commercial herbicide by obtaining written permission from the CITY. Such permission shall depend on the Contractor submitting to the CITY the following information:

- a. The exact location(s) where the herbicide is to be used.
- b. Verification that the herbicide has no harmful effect on desirable plant materials.
- c. The herbicide will be applied at the manufacturer's instructions for application.

Bermuda grass infestations of the shrubs, groundcover and slope areas, if severe, should be sprayed out and "weedeaten".

4. Watering

A regular deep watering program shall be implemented to give the best results. The established groundcover shall not be kept wet but should dry out somewhat between waterings. See Section 02960.2.03.H, Additional Work in All Areas.

Additional Work in All Areas

1. Tree Maintenance

- a. Trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing from 18" to 48" and radial orientation so as not to overlay one another, to eliminate diseased or damaged growth, to eliminate narrow V-shaped branch forks that lack strength, to reduce toppling and wind damage by thinning out crowns, to maintain a natural appearance, to balance with roots.

Tree maintenance should be done on a yearly or twice yearly basis, as needed, to maintain the trees in a healthy and vigorous growing condition. A qualified tree care professional should be contracted by the Owner to perform this service on all trees 15' or greater in height. Trees under 15' in height may be maintained by the general maintenance contractor following the methods outlined below. Trees are not to be pruned to maintain an artificial height of 15' or under when the natural growth characteristics would exceed a 15' height.

Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be cut flush with the trunk only after the tree is able to stand erect without staking or other support.

Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute a safety hazard shall be pruned at any time of the year, as required.

All major pruning operations will not begin until reviewed with the CITY and Landscape Architect.

- b. Pruning shall be done by those experienced and skilled in pruning techniques. All cuts shall be done using proper horticultural practices. Cuts made over 1-1/2" in diameter shall be treated with a sealer.
- c. Prune trees to allow for necessary clearances for pedestrian and vehicle circulation.
- d. Ailing or stunted trees which fail to meet expected growth will receive additional treatments to correct any deficiencies.
- e. Surface roots which become maintenance or appearance problems will be removed as required to prevent damage to adjacent areas, sidewalks and curbs.
- f. Apply all required insecticides and fungicides to prevent or control plant diseases and pests.
- g. Perform minor tree surgery, as required.
- h. Tree stakes, ties and guys shall be checked at least monthly and corrected, as needed. Ties will be adjusted to prevent girdling. Remove stakes, ties and guys as soon as they are no longer needed. Replace broken stakes, as required.
- i. To prevent the setting and eventual dropping of fruit, olive trees shall be sterilized every spring, just before flowers are at full bloom, then again 7 to 14 days later to get any late blooms. The product for this shall be "Olive Stop" or approved equal.
- j. The Contractor shall be responsible for the spraying of all pine trees for spider mites four (4) times a year. The product for this shall be Malathion followed up with petroleum oil for overwintering adults and eggs.

## 2. Shrub Maintenance

- a. The objective of shrub pruning are the same as for trees.
- b. Shrubs shall be pruned, as required, for safety, removal of broken or diseased branches and general containment or appearance.
- c. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Shrubs shall not be clipped into balled or boxed forms unless such is required by the design.

- d. All pruning cuts shall be made to lateral branches, buds or flush with the trunk. "Stubbing" will not be permitted.
- e. Apply all insecticides or fungicides to control pests.

3. Loss or Damage to Plant Material by Contractor

Shrubs, trees and plants damaged or killed due to the Contractor's operations, negligence or chemicals, shall be replaced at no cost to the Owner.

4. Disease and Harmful Insect Control

Monthly inspections shall be made for evidence of disease and/or harmful insects. If evidence of such is found, a report shall immediately be submitted to the CITY and Landscape Architect. The report shall include:

- a. Exact location(s) where disease and/or harmful insects are prevalent.
- b. Contractor's opinion of the type of disease and/or insect.
- c. Contractor's recommendations for control and elimination of disease and/or harmful insects.

5. Pest Prevention and Control

- a. The Contractor shall be responsible for detection, prevention, elimination and control of diseases, harmful insects and weeds in the turf, shrubs, trees and groundcover areas. The Contractor shall select and supply proper materials and licensed personnel and obtain necessary permits to comply with all city, county, state and federal regulations or laws.
- b. Contractor will assume responsibility and liability for the use of all chemical controls. Pests and diseases to include, but not limited to, all insects, mites and other harmful organisms.
- c. Chemical controls to include necessary use of herbicides and plant growth regulators. Pests may be controlled by mechanical means, as well as chemicals.

6. Rodent Control

The Contractor shall be required to hire, as subcontractor, a professional who is in business strictly for the purpose of controlling rodents. The Contractor shall be responsible for overseeing the subcontractor to assure the control of all rodents, as required in all landscaped areas.

## 7. Clean Up

- a. The Contractor shall be responsible for keeping the entire area, including hardscape areas, free of debris such as papers, bottles, cans, glass, dirt, etc. Debris shall be removed Monday, Wednesday and Friday each week. Contractor shall be responsible for trash removal from the sites.
- b. Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site. All grass clippings deposited on roadways or walks shall be picked up after each mowing or trimming operation.
- c. All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day.
- d. All walkways will be kept clean and care shall be taken not to create unnecessary hazards to the walking surface.
- e. Unless otherwise indicated or directed, the Contractor shall provide a general clean-up operation at least once a week for the purpose of picking up debris which may accumulate from use of the area, windblown debris, dropped twigs or branches, leaves or paper in the landscape area.

## 8. Irrigation System

### a. Operation

- i. The water schedule will be established and programmed by the Contractor's landscape maintenance supervisor. Application rates will be based on the amount the planting areas are capable of receiving without excessive runoff. The irrigation system's schedule shall be monitored and adjusted accordingly to maintain efficient use of water being applied.
- ii. In determining rates of application, soil type, topography and weather conditions will be taken into consideration. The project is equipped with an automatic system which provides for repeat cycles. Applying water over short periods of time will allow for proper infiltration and thereby minimize runoff.
- iii. Contractor shall turn off all controllers when it is unnecessary to irrigate due to adequate rainfall.
- iv. Sprinkler heads shall be kept clear of overgrowth which may obstruct maximum operation.
- v. Contractor will avoid manual activation of automatic valves. Contractor will keep system in operation by valve or head adjustment to keep all

systems operating at manufacturer's recommended operating pressures. This shall be accomplished by valve throttling and pressure gauge.

- vi. Contractor will be responsible for hand watering any areas not provided with an irrigation system, or any area resulting from the physical breakdown of the irrigation system.

b. Maintenance

- i. The Contractor shall be responsible for the cost of cleaning, repair, adjustment and replacement of sprinkler system components, with the exception of irrigation controllers and backflow protection devices.
- ii. The Contractor shall be responsible for the cost of cleaning, repair, adjustment and replacement of all items listed in the foregoing paragraphs in addition to the following:

Plastic Pipe  
Plastic Pipe Fittings  
Remote Control Valve Wiring  
Remote Control Valves  
Manual Control Valves  
Quick Coupler Valves  
Irrigation Heads  
Valve Boxes

- iii. Replacement of any item shall be with an item of identical design, unless otherwise specified in writing by the CITY.

- a. The following specifications are provided for replacement of plastic pipe, and plastic pipe fittings:
  1. Plastic pipe shall be polyvinyl chloride (PVC) Schedule 40, Type 1, Grade 2 (PVC 1220).
  2. Plastic pipe fittings and connections shall be PVC Schedule 40.
- b. The Contractor shall inspect and examine the irrigation system while water is on twice per month.
- c. Any part of the system not functioning normally shall immediately be cleaned, adjusted, repaired or replaced.
- d. Contractor shall be responsible for adjusting height of irrigation risers necessary to compensate for plant material growth.
- e. Automatic controllers will be kept locked at all times.

### 3.02 MISCELLANEOUS

A. The Contractor shall furnish and pay all costs for the following material:

Herbicides, pesticides and fungicides

Irrigation system parts

Tree stakes and ties

All tools and equipment to complete the work specified

Plant materials damaged by the Contractor

B. Daily Inspection

The Contractor shall be responsible for notifying Owner upon discovery of damage.

C. Inspections will be made by Owner and the Contractor on a weekly basis and/or at the request of the Contractor. Once a month Owner, Landscape Architect and Contractor will meet. The purpose of the meeting will be to discuss specific project problems.

**END OF SECTION**

## **SECTION 0329020 CONTRACT CLOSEOUT**

### **PART 1 - GENERAL**

#### **SPECIFIED WORK**

This section is complementary to the General Conditions and Supplementary General Conditions. Nothing herein shall be considered to waive any requirements of the General Conditions or Special Provisions.

Receipt and approval of all items specified in this Section is a prerequisite for final payment.

### **PART 2 - GUARANTEES**

#### **WRITTEN GUARANTEE**

Provide guarantee in writing in accordance with the General and Supplementary Conditions.

### **PART 3 - INSPECTIONS**

#### **3.1 PRELIMINARY FINAL INSPECTIONS**

Semi-final inspection: When the Contractor is of the opinion that the Project is substantially complete (naming a date) it shall request a semi-final inspection by the CITY'S REPRESENTATIVE to determine the status of completion. Such notice shall be given at least three (3) days before the requested inspection date.

Certificate of Substantial Completion: If the CITY'S REPRESENTATIVE finds the project substantially complete, he will prepare a list or "punch list" of items to be completed or corrected.

If the CITY'S REPRESENTATIVE does not concur in the Contractor's claim of Substantial Completion, he will so notify the contractor, and thereafter the Contractor shall initiate a new request for (semi-final) inspection.

#### **3.2 PUNCH LIST**

As the Contractor completes the list of uncompleted or uncorrected items, he shall submit Guarantees and Certificates and Record Drawings to the CITY'S REPRESENTATIVE for his review.

When all items on the list are completed or corrected, the Contractor shall send to the CITY'S REPRESENTATIVE a statement that the project is complete and request a final inspection.

#### **3.3 FINAL INSPECTION**

If the project is complete and all "punch list" items are completed or corrected, the CITY'S REPRESENTATIVE will issue a final "Certificate of Payment".

### 3.4 MORE THAN ONE FINAL INSPECTION

If because of acts or omissions of the Contractor, the CITY'S REPRESENTATIVE is required to conduct more than one final inspection of the Project, he will charge the Owner for the additional services required and such costs will be deducted from the money still due the Contractor.

## **PART 4 - PAYMENT**

### 4.1 PAYMENT

Payment for contract closeout shall be included in various other items of work, and no additional compensation shall be made therefor. This payment shall include compensation for all labor, equipment, materials, and expenses related to installation, maintenance, and removal of facilities required to complete the project.

**END OF SECTION**

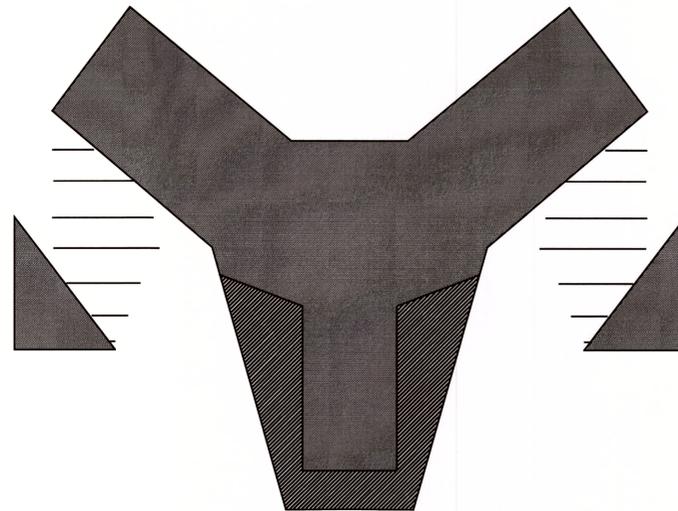
# THE CITY OF RANCHO MIRAGE

## CYPRESS LANE LANDSCAPE IMPROVEMENT PROJECT, CP# 11-266

### FROM LOS ALAMOS ROAD TO PALOMINO LANE, AREAS 'A & D'

#### GENERAL NOTES

- Contractor to notify USA and obtain a ticket number prior to any digging.
- Drawings are diagrammatic. Before proceeding with work, carefully check and verify dimensions and actual field conditions. Although locations are drawn to scale wherever possible, it is not within the scope of the drawings to show all necessary offsets, obstructions, or site conditions. Install work in such a manner that it will conform to site conditions, complete, and in good working order. Notify the engineer of discrepancies between the drawings or specifications and the actual conditions.
- All existing improvements damaged during construction operation will be restored to their original condition at contractor's expense.
- Maintain all existing drainage courses. Grade to provide positive drainage and compliment existing drainage flow lines.



#### SHEET INDEX

SHEET NO.	SHEET ID.	TITLE
1	C	COVER SHEET
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3	LD-2	DEMOLITION PLAN
4	LC-1	CONSTRUCTION PLAN
5	LC-2	CONSTRUCTION PLAN
6	LCD-3	CONSTRUCTION DETAILS
7	LI-1	IRRIGATION PLAN
8	LI-2	IRRIGATION PLAN
9	LID-3	IRRIGATION DETAILS
10	LIC-4	IRRIGATION CALCS AND LEGEND
11	LP-1	PLANTING PLAN
12	LP-2	PLANTING PLAN
13	LPD-3	PLANTING DETAILS

#### BEST MANAGEMENT PRACTICES FOR NEW DEVELOPMENT

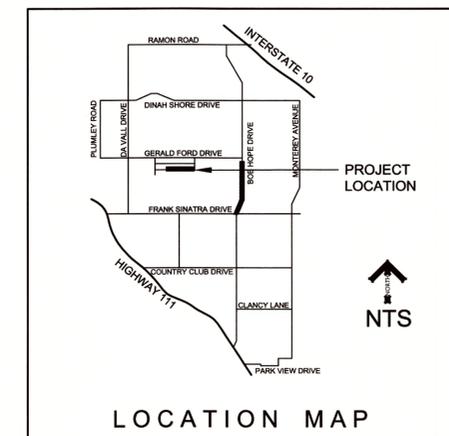
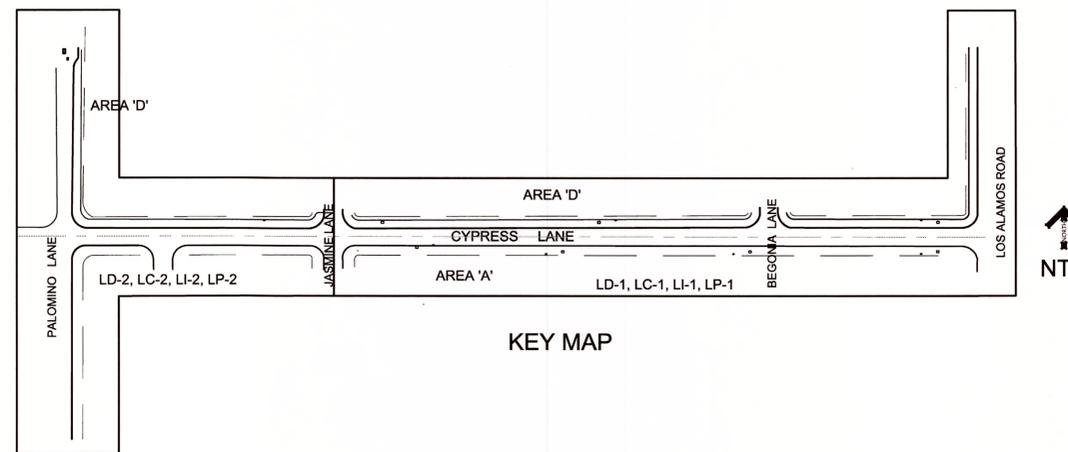
CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE.

DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARDS; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302.

POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPER CHLORINATED POTABLE WATER LINE FLUSHINGS.

DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.

REFER TO WATER QUALITY MANAGEMENT PLAN (SEE SPECIFICATIONS APPENDICES) FOR FURTHER REQUIREMENTS.



#### "WATER CONSERVATION CONCEPT STATEMENT"

THE SYSTEM IS DESIGNED TO ACHIEVE CONSERVATION AND EFFICIENCY IN WATER USE BY PROVIDING A CONTROLLER THAT INCLUDES A PROGRAMMABLE RAIN DELAY SYSTEM, WATER BUDGETING PROGRAM CAPABILITIES, AND A CYCLE + SOAK WATER MANAGEMENT SOFTWARE TO PREVENT PUDDLING AND RUNOFF. LOW FLOW EMMITERS ARE USED FOR GROUND COVER AND SHRUBS FOR DIRECT WATERING TO THE PLANT, THUS REDUCING THE WATER CONSUMPTION. ROOT WATERING SYSTEMS ARE USED AT TREES AND PALMS TO ALLOW WATER, AIR AND NUTRIENTS TO BYPASS COMPACTED SOIL AND REACH DEEP ROOT SYSTEMS DIRECTLY.

#### CVWD NOTE:

\*TREES, PLANTS, WALLS, SIDEWALKS AND PERMANENT STRUCTURES OF ANY KIND SHALL NOT BE PLANTED, INSTALLED OR BUILT IN CVWD AND USBR EASEMENTS OR RIGHT-OF-WAY WITHOUT FIRST OBTAINING AN ENCROACHMENT PERMIT FROM CVWD\*

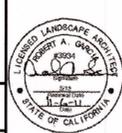
#### CONSULTANTS

LANDSCAPE ARCHITECT:  
 PARKWAY DESIGN GROUP, INC  
 63 VIA PICO PLAZA, SUITE 420  
 SAN CLEMENTE, CA 92672  
 (949) 361-5900



BENCHMARK:	BASIS OF BEARINGS:	NO.	DATE	INIT.	REVISIONS	APP	DATE

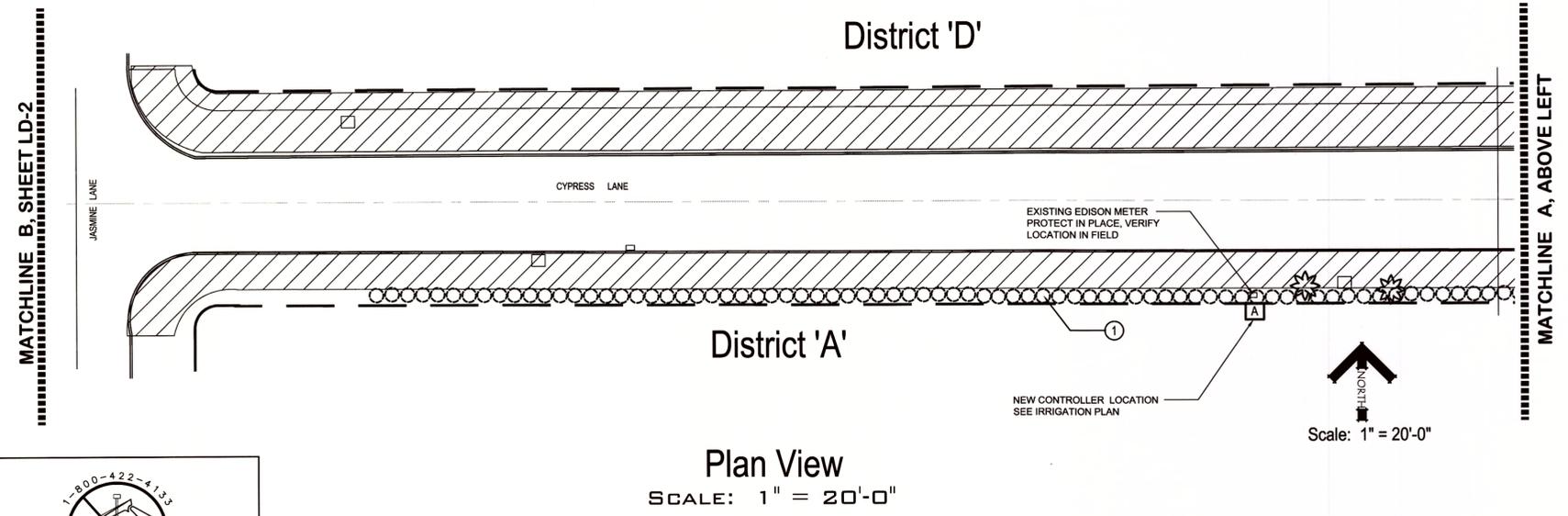
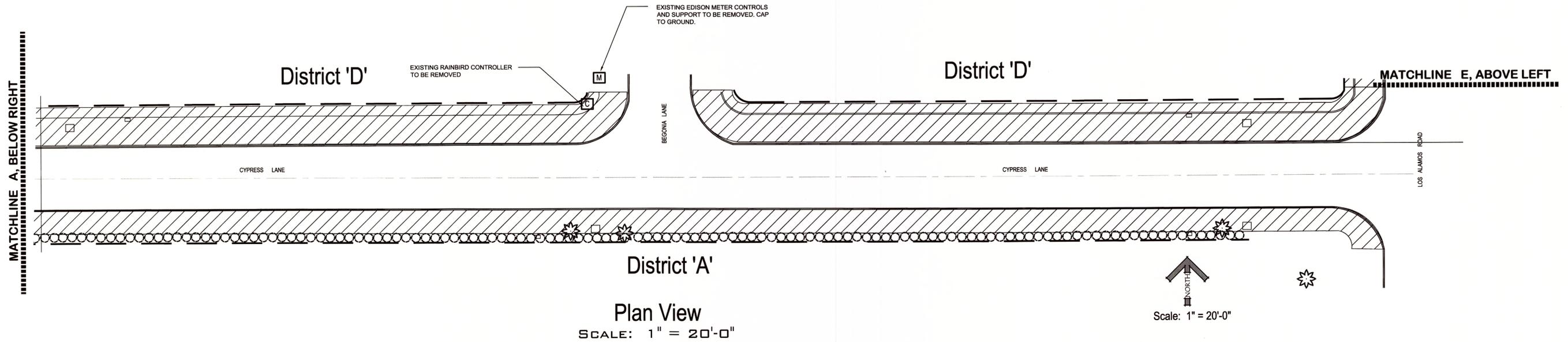
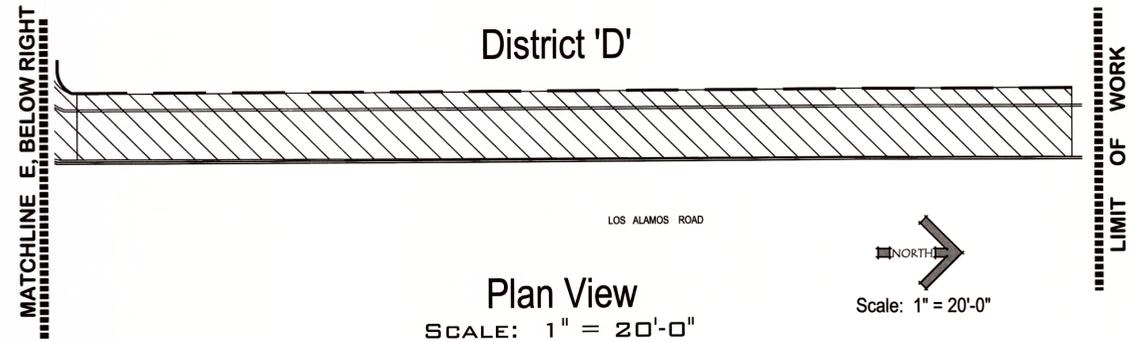
PREPARED UNDER THE SUPERVISION OF:  
 ROBERT A. GARCIA  
 RLA NO. 3934  
 DATE 11-6-11  
 APPROVED BY:  
 WILLIAM A. ENOS  
 RCE NO. 43910  
 DATE 12/1/11  
 EXP. DATE 6/30/14



Parkway Design Group, Inc.  
 63 Via Pico Plaza, Suite 420  
 San Clemente, CA 92672  
 Phone: 949.361.5900  
 Cell: 714.743.3270  
 Fax: 949.498.7610

CITY OF RANCHO MIRAGE  
**CITY OF RANCHO MIRAGE**  
**CYPRESS LANE LANDSCAPE IMPROVEMENT PROJECT CP# 11-266**  
**(FROM LOS ALAMOS ROAD TO PALOMINO LANE, AREAS 'A & D')**  
**CITY OF RANCHO MIRAGE**

DESIGN: RAG  
 CHECK: BK  
 DRAFT: RAG  
 DATE: 11/5/11  
 DWG No. C  
 SHEET 1 OF 13



**ITEMS TO PROTECT IN PLACE**  
KEY DESCRIPTION

- AREA OF DEMOLITION, REMOVE ALL EXISTING TURF, SHRUBS, TREES AND PALMS WITHIN THIS AREA.
- ① EXISTING SHRUBS PROTECT IN PLACE.
- ② EXISTING 2" IRRIGATION WATER METER AND BACKFLOW PREVENTER PROTECT IN PLACE. CONTRACTOR TO LOCATE PRIOR TO DEMOLITION.

- GENERAL DEMOLITION NOTES**
- A. THE CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS AND AGENCY INSPECTIONS PRIOR TO DEMOLITION. ANY PERMITS, FEES, AND AGENCY INSPECTIONS REQUIRED SHALL BE PAID BY THE CONTRACTOR.
  - B. ALL ITEMS TO BE REMOVED SHALL BE VERIFIED BY THE PROJECT INSPECTOR PRIOR TO DEMOLITION. THE CONTRACTOR SHALL MEET WITH THE PROJECT INSPECTOR PRIOR TO CLEARING AND GRUBBING.
  - C. ALL ITEMS TO BE REMOVED SHALL BE MARKED BY THE CONTRACTOR PRIOR TO INSPECTION AND REMOVAL.

REFER TO COVER SHEET FOR BEST MANAGEMENT PRACTICES FOR NEW DEVELOPMENT

1-800-422-4133

IT'S THE LAW  
DIAL BEFORE YOU DIG

CALL AT LEAST TWO  
WORKING DAYS PRIOR  
TO EXCAVATING

UNDERGROUND SERVICE ALERT  
OF SOUTHERN CALIFORNIA

BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE  
LOCATION OF UNDERGROUND UTILITIES BY CONTACTING  
UTILITY UNDERGROUND SERVICE ALERT AT 1-800-422-4133

**NOTE:**

1. CITY SHALL REVIEW AND APPROVE THE BOULDER, COBBLE AND DECOMPOSED GRANITE SELECTION PRIOR TO INSTALLATION. THE CITY HOLDS THE RIGHT TO CHANGE THE BOULDER, COBBLE AND DECOMPOSED GRANITE SPECIFICATIONS PRIOR TO INSTALLATION.
2. ALL FINAL COBBLE AND PAVER LAYOUTS TO BE FIELD APPROVED BY PROJECT INSPECTOR PRIOR TO INSTALLATION.

REFERENCES	NO.	DATE	INIT.	REVISIONS	APP.	DATE

PREPARED UNDER THE SUPERVISION OF:

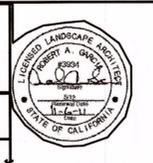
*Robert A. Garcia*      11-6-11      DATE

ROBERT A. GARCIA      RLA NO. 3934

APPROVED BY:

*William A. Ends*      12/1/11      DATE

WILLIAM A. ENDS      RCE NO. 43910      EXP. DATE 6/30/14



Parkway Design Group, Inc.

85 Via Pico Plaza, Suite 420      Phone: 949.361.8900  
San Clemente, CA 92672      Cell: 714.745.8270  
Fax: 949.498.7610

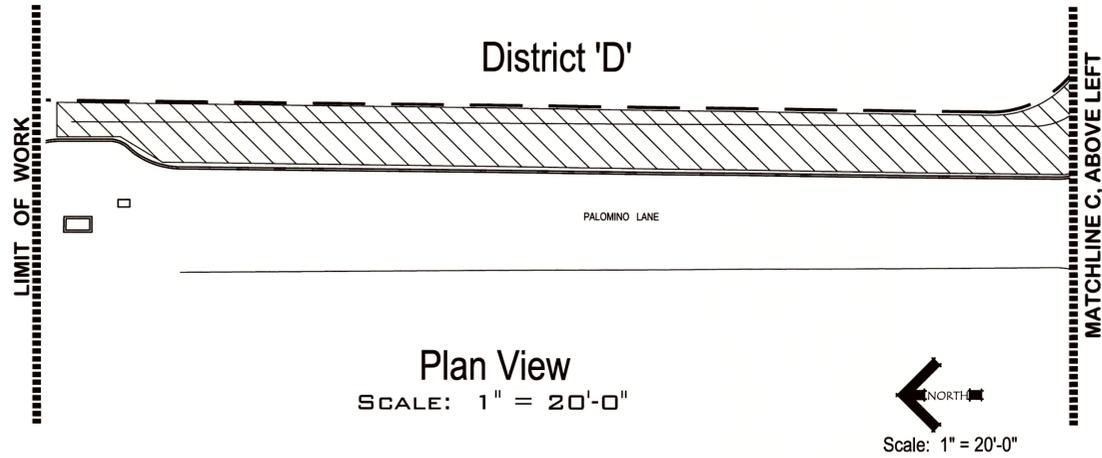
DEMOLITION PLAN

**CITY OF RANCHO MIRAGE**

CYPRESS LANE LANDSCAPE IMPROVEMENT PROJECT CP# 11-266  
(FROM LOS ALAMOS ROAD TO PALOMINO LANE, AREAS 'A' & 'D')

**CITY OF RANCHO MIRAGE**

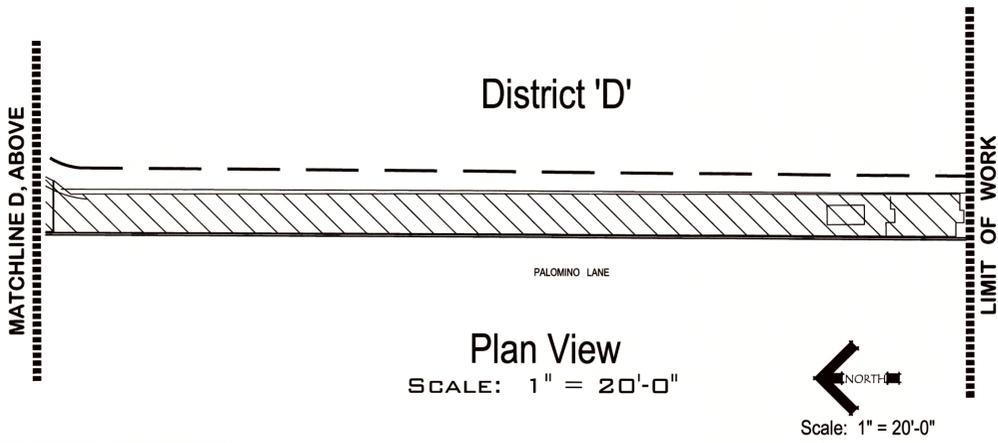
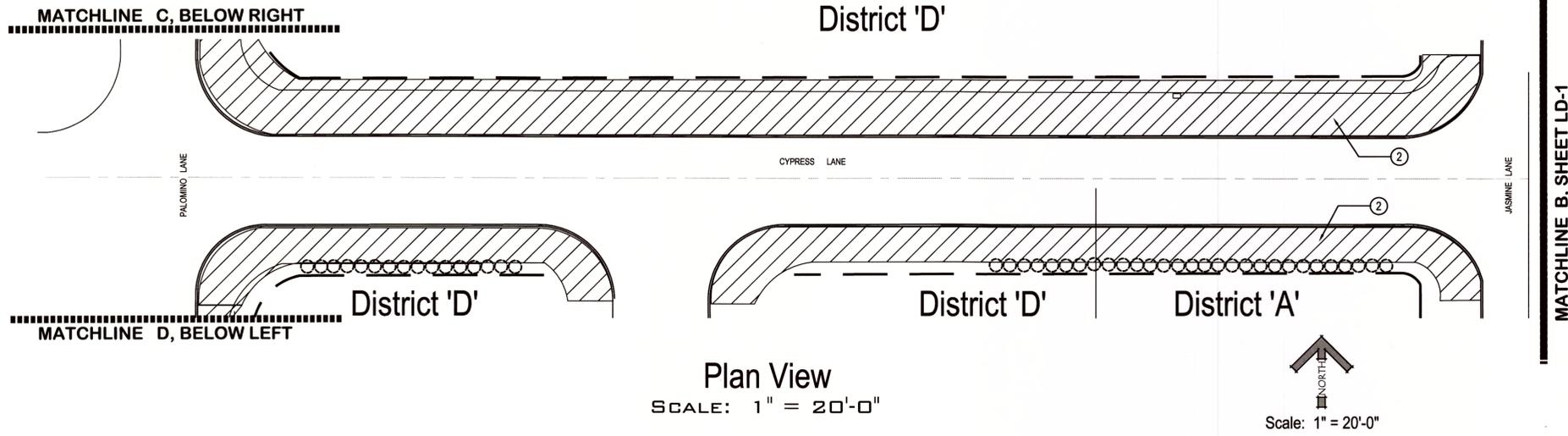
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CHECK: BK	DATE: 11/5/11
DWG No. LD-1	
SHEET 2 OF 13	



**ITEMS TO PROTECT IN PLACE**  
KEY DESCRIPTION

-  AREA OF DEMOLITION, REMOVE ALL EXISTING TURF, SHRUBS, TREES AND PALMS WITHIN THIS AREA.
- ① EXISTING SHRUBS PROTECT IN PLACE.
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- A. THE CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS AND AGENCY INSPECTIONS PRIOR TO DEMOLITION. ANY PERMITS, FEES, AND AGENCY INSPECTIONS REQUIRED SHALL BE PAID BY THE CONTRACTOR.
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1-800-422-4133



IT'S THE LAW! CALL AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING.

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

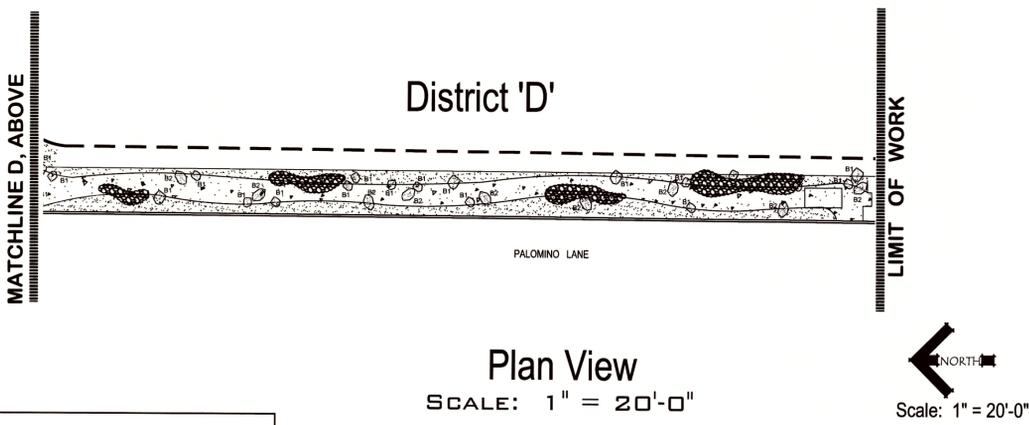
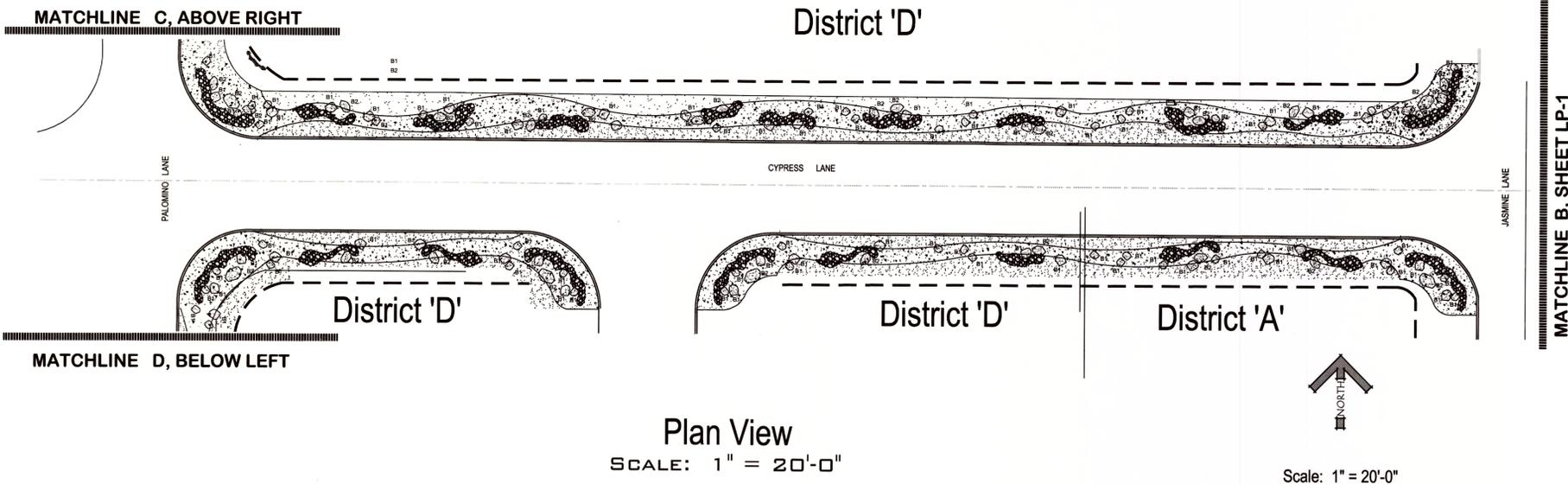
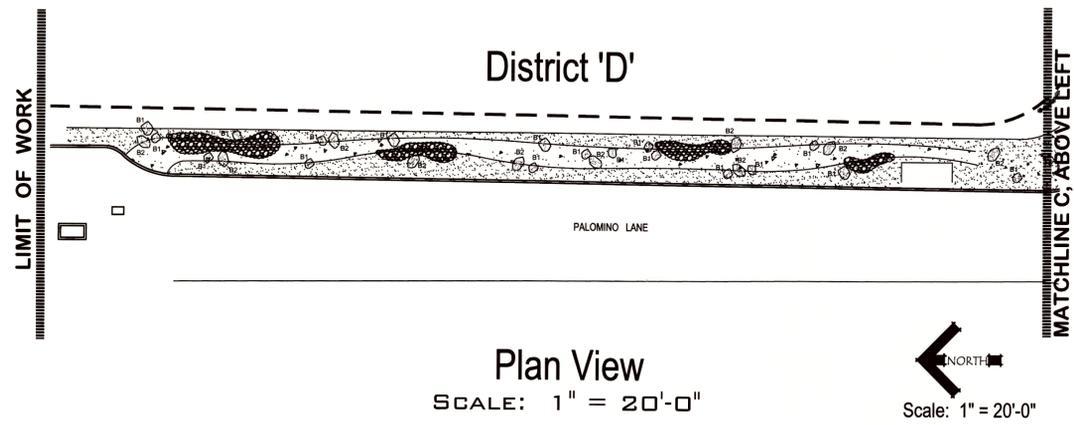
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**NOTE:**

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- ALL FINAL COBBLE AND PAVER LAYOUTS TO BE FIELD APPROVED BY PROJECT INSPECTOR PRIOR TO INSTALLATION.

BENCHMARK:		BASIS OF BEARINGS:		PREPARED UNDER THE SUPERVISION OF: <i>Robert A. Garcia</i> 11-6-11 ROBERT A. GARCIA DATE RLA NO. 3934					<p>DEMOLITION PLAN</p> <p>CITY OF RANCHO MIRAGE</p> <p>CYPRESS LANE LANDSCAPE IMPROVEMENT PROJECT CP# 11-266</p> <p>(FROM LOS ALAMOS ROAD TO PALOMINO LANE, AREAS 'A' &amp; 'D')</p>	DESIGN: RAG	DRAFT: RAG
REFERENCES		NO. DATE INIT. REVISIONS		APPROVED BY: <i>William A. Enos</i> 12/1/11 WILLIAM A. ENOS DATE RCE NO. 43910 EXP. DATE 6/30/14						<p>CITY OF RANCHO MIRAGE</p>	<p>CITY OF RANCHO MIRAGE</p>
										DWG No. LD-2 SHEET 3 OF 13	





### CONSTRUCTION MATERIALS LEGEND

COBBLE STONE	SIZE	COVER COMPLETELY - HAND SET DRY PACK STONE. MORTAR COLOR TO BE: THRU-MIX WHEAT. REFER TO DETAIL B, SHEET LCD-3 FOR COBBLE STONE PLACEMENT.	"AREAS"	
			"D"	"A"
DOS RIOS COBBLE AVAILABLE FROM: SOUTHWEST BOULDERS (760) 342-5522	2'-4"		2724	1060

CRUSHED ROCK	3/4" CRUSHED ROCK COLOR: DESERT GOLD AVAILABLE FROM: SOUTHWEST BOULDERS (760) 342-5522	REFER TO DETAIL A AND B SHEET LCD-3	QTY. S.F.	
			"D"	"A"
			12,340	5345

CRUSHED ROCK	3/8" CRUSHED ROCK COLOR: DESERT GOLD AVAILABLE FROM: SOUTHWEST BOULDERS (760) 342-5522	REFER TO DETAIL A AND B SHEET LCD-3	QTY. S.F.	
			"D"	"A"
			10,318	5250

BOULDER LEGEND					"D"	"A"
INDICATES SIZE OF BOULDERS	KEY	TYPE & SIZE width (W) x height (H) x length (L)	SUPPLIER	DETAIL	QTY. EA.	QTY. EA.
					B1	BOULDERS TO BE: DESERT GOLD medium W = 24" H = 24" L = 36"
B2	BOULDERS TO BE: DESERT GOLD large W = 36" H = 36" L = 48"	SOUTHWEST BOULDER AND STONE (800) 540-1147	DETAIL A, SHEET LCD-3	83	34	

BOULDER QUANTITIES ARE FOR ENTIRE PROJECT

1-800-422-4133

IT'S THE LAW! DIAL BEFORE YOU DIG

CALL AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

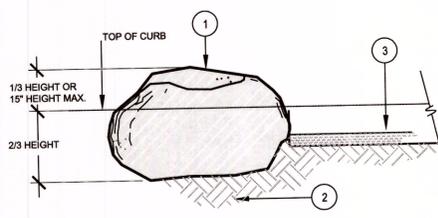
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UTILITY UNDERGROUND SERVICE ALERT AT 1-800-422-4133

NOTE:  
 1. CITY SHALL REVIEW AND APPROVE THE BOULDER, COBBLE AND DECOMPOSED GRANITE SELECTION PRIOR TO INSTALLATION. THE CITY HOLDS THE RIGHT TO CHANGE THE BOULDER, COBBLE AND DECOMPOSED GRANITE SPECIFICATIONS PRIOR TO INSTALLATION.  
 2. ALL FINAL COBBLE AND PAVER LAYOUTS TO BE FIELD APPROVED BY PROJECT INSPECTOR PRIOR TO INSTALLATION.

NOTE:  
 ALL UNDERGROUND UTILITIES ARE SHOWN DIAGRAMATIC. CONTRACTOR TO VERIFY EXACT LOCATIONS IN FIELD WITH PROJECT INSPECTOR PRIOR TO CONSTRUCTION.

BENCHMARK:		BASIS OF BEARINGS:		PREPARED UNDER THE SUPERVISION OF: ROBERT A. GARCIA RLA NO. 3934 DATE 11-6-11					<b>CONSTRUCTION PLAN</b> <b>CITY OF RANCHO MIRAGE</b> <b>CYPRESS LANE LANDSCAPE IMPROVEMENT PROJECT CP# 11-266</b> <b>(FROM LOS ALAMOS ROAD TO PALOMINO LANE, AREAS 'A' &amp; 'D')</b>	DESIGN: RAG	DRAFT: RAG
REFERENCES		REVISIONS		APPROVED BY: WILLIAM A. ENOS RCE NO. 43910 DATE 6/30/14						CHECK: BK	DATE: 11/5/11
CITY OF RANCHO MIRAGE										DWG No. LC-2 SHEET 5 OF 13	



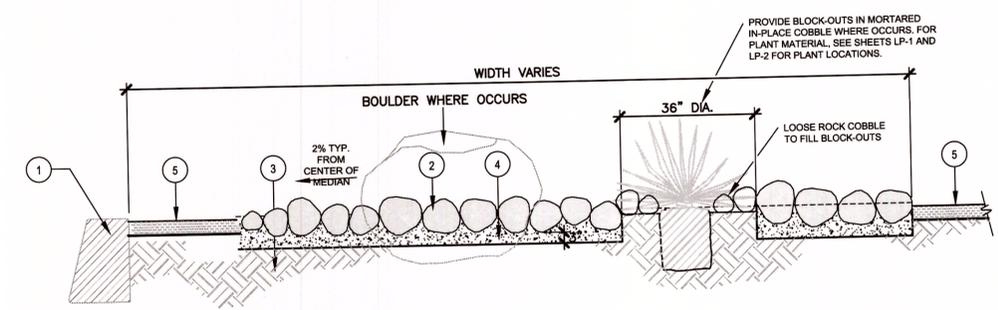
**BOULDER NOTES:**  
 1. ALL BOULDERS SHALL BE BURIED TO ACHIEVE NATURAL OUTCROPPING APPEARANCE.  
 2. USING COLORED FLAGS, THE CONTRACTOR SHALL IDENTIFY THE APPROXIMATE LOCATION OF EACH BOULDER. THE FINAL LOCATION SHALL BE REVIEWED AND APPROVED BY THE CITY INSPECTOR PRIOR TO THEIR INSTALLATION.

**NOTE:**  
 1. BOULDERS TO BE PLACED THREE FEET MINIMUM FROM BACK OF CURB

**NOTE:**  
 1. ANY EXCESS SOIL ACCUMULATED DURING THE DEMO WORK AND NEW CONSTRUCTION SHALL FIRST BE DISPERSED THROUGHOUT THE PARKWAY PROJECT LIMITS WHERE NEEDED. ANY EXCESS SOIL BEYOND THAT SHALL BE EXPORTED OFF PROJECT SITE AND PROPERLY DISPOSED OF.

- LEGEND**
- ① BOULDER.
  - ② 90% COMPACTED SUBGRADE.
  - ③ 2" LAYER CRUSHED GRAVEL.

A | BOULDER LAYOUT



**COBBLE STONE NOTES:**  
 1. CONTRACTOR TO PERFORM LAYOUT PATTERN DEMONSTRATION TO AGENCY PRIOR TO FULL INSTALLATION.

- LEGEND**
- ① EXISTING CURB
  - ② COBBLE STONE TO BE HAND SET 50% INTO DRY PACK MORTAR BED. MORTAR COLOR TO BE: WHEAT
  - ③ 90% COMPACTED NATIVE SOIL
  - ④ MORTAR TO BE 1800 PSI TYPE 'S' MORTAR. SEE SPECIFICATIONS
  - ⑤ 2" LAYER CRUSHED GRAVEL.

**NOTE:**  
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B | COBBLE STONE PLACEMENT

1-800-422-4133

IT'S THE LAW! CALL AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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NO.	DATE	INIT.	REVISIONS

PREPARED UNDER THE SUPERVISION OF:  
 ROBERT A. GARCIA  
 RLA NO. 3934

APPROVED BY:  
 WILLIAM A. ENOS  
 RCE NO. 43910

DATE: 11-5-11  
 DATE: 6/30/14



Parkway Design Group, Inc.

65 Via Pico Plaza, Suite 420  
 San Clemente, CA 92672

Phone: 949.361.5900  
 Cell: 714.743.6270  
 Fax: 949.498.7610

CITY OF RANCHO MIRAGE

CONSTRUCTION DETAILS

CITY OF RANCHO MIRAGE  
 CYPRESS LANE LANDSCAPE IMPROVEMENT PROJECT CP# 11-266  
 (FROM LOS ALAMOS ROAD TO PALOMINO LANE, AREAS 'A & D')

CITY OF RANCHO MIRAGE

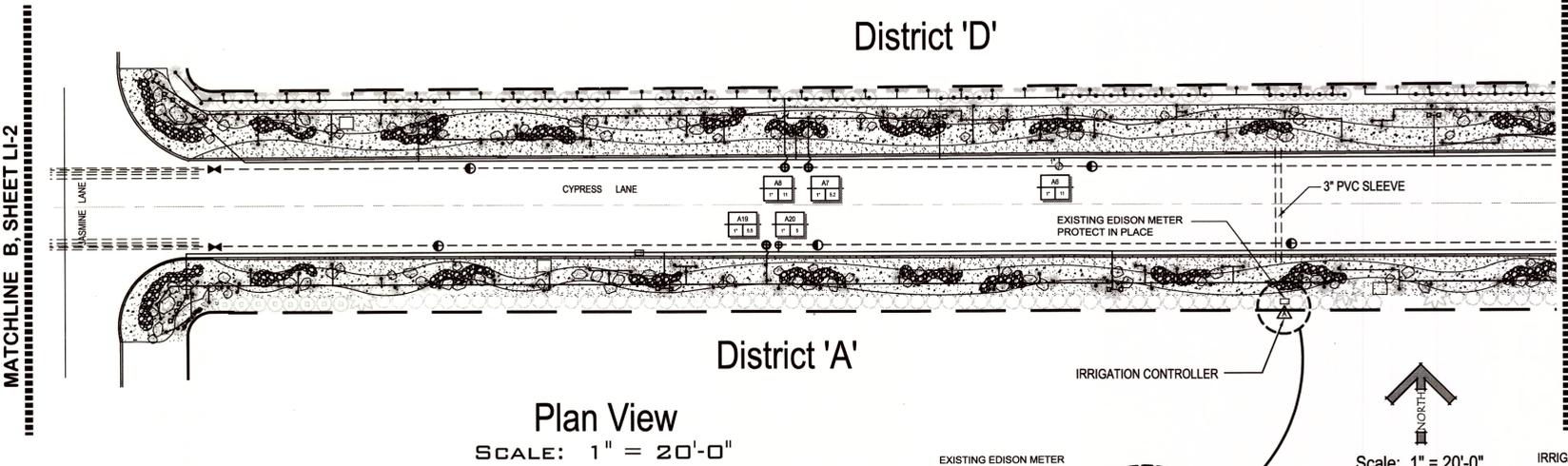
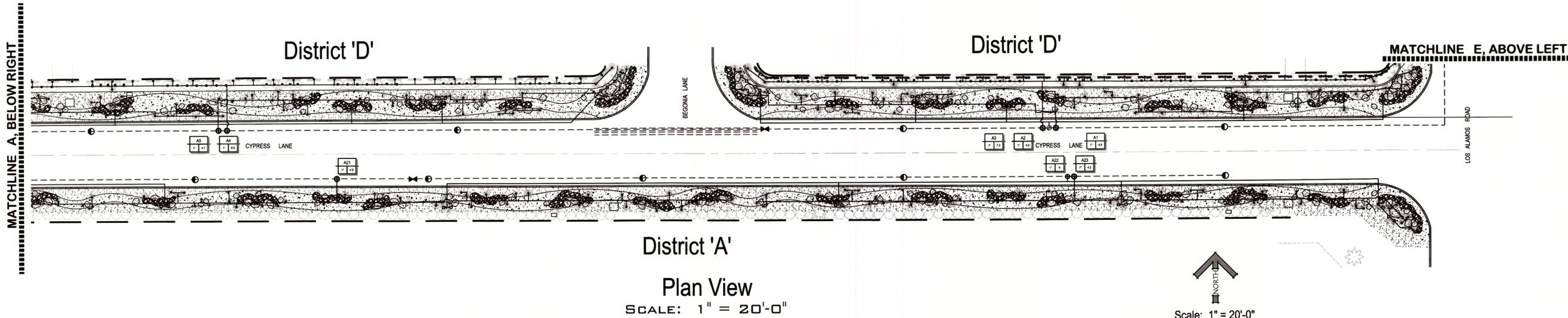
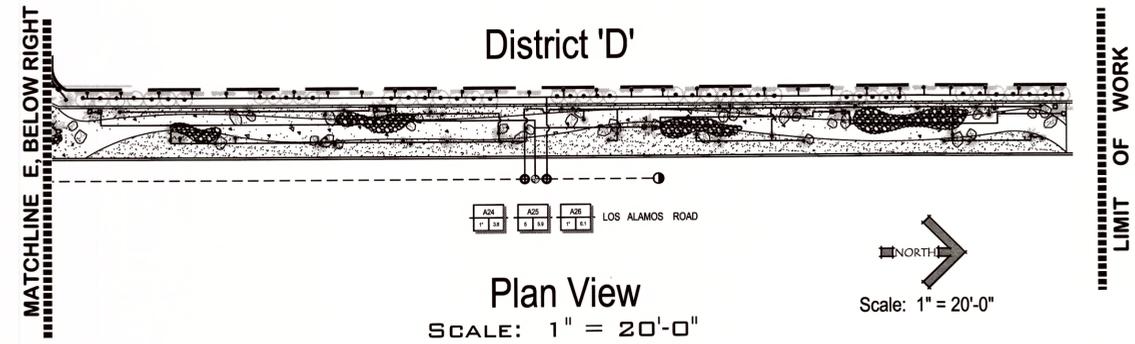
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 DRAFT: RAG  
 DATE: 11/5/11

DWG No. LCD-3  
 SHEET 6 OF 13

METER-DISTRICT 'D'  
WATER BUDGET CALCULATION "A" VALVES

Calculations for Medium Water Use Plants  
POC-A Estimated Water Use  
Spring  
 $21.61 \times .50 \times 5,979.6 \times .62 / 748 / .90 = 59.51$  CCF  
Summer  
 $61.09 \times .50 \times 5,979.6 \times .62 / 748 / .90 = 168.21$  CCF  
Fall  
 $17.30 \times .50 \times 5,979.6 \times .62 / 748 / .90 = 47.64$  CCF  
Total = 275.36 CCF  
Maximum Water Allowance  
 $93.90 \times .60 \times 5,979.6 \times .62 / 748 = 279.25$  CCF  
Surplus = 3.89 CCF

Calculations for Low Water Use Plants  
POC-A Estimated Water Use  
Spring  
 $21.61 \times .20 \times 286 \times .62 / 748 / .90 = 1.13$  CCF  
Summer  
 $61.09 \times .20 \times 286 \times .62 / 748 / .90 = 2.61$  CCF  
Fall  
 $17.30 \times .20 \times 286 \times .62 / 748 / .90 = .91$  CCF  
Total = 4.64 CCF  
Maximum Water Allowance  
 $93.90 \times .60 \times 286 \times .62 / 748 = 13.35$  CCF  
Surplus = 8.71 CCF



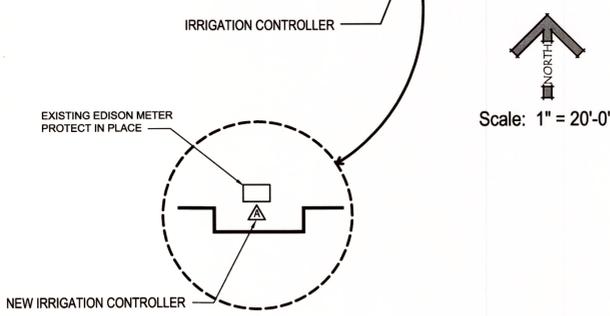
METER-DISTRICT 'A'  
WATER BUDGET CALCULATION "A" VALVES

Calculations for Medium Water Use Plants  
POC-A Estimated Water Use  
Spring  
 $21.61 \times .50 \times 2,054 \times .62 / 748 / .90 = 20.45$  CCF  
Summer  
 $61.09 \times .50 \times 2,054 \times .62 / 748 / .90 = 57.79$  CCF  
Fall  
 $17.30 \times .50 \times 2,054 \times .62 / 748 / .90 = 16.37$  CCF  
Total = 94.61 CCF  
Maximum Water Allowance  
 $93.90 \times .60 \times 2,054 \times .62 / 748 = 95.94$  CCF  
Surplus = 1.33 CCF

Calculations for Low Water Use Plants  
POC-A Estimated Water Use  
Spring  
 $21.61 \times .20 \times 99.2 \times .62 / 748 / .90 = .39$  CCF  
Summer  
 $61.09 \times .20 \times 99.2 \times .62 / 748 / .90 = 1.12$  CCF  
Fall  
 $17.30 \times .20 \times 99.2 \times .62 / 748 / .90 = .32$  CCF  
Total = 1.83 CCF  
Maximum Water Allowance  
 $93.90 \times .60 \times 99.2 \times .62 / 748 = 4.63$  CCF  
Surplus = 2.8 CCF

1-800-422-4133  
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TOTAL LANDSCAPE AREA	'D'	'A'
SQ. FT. OF TURF =	0	0
SQ. FT. OF SHRUB =	6,265.6	2,153.2
TOTAL AREA =	6,265.6	2,153.2



- IRRIGATION NOTES:
- REFER TO THE COVER SHEET FOR GENERAL NOTES.
  - REFER TO SHEET LID-3 AND LIC-4 FOR IRRIGATION CALCULATIONS AND DETAILS.
  - REFER TO SHEET LIC-4 FOR IRRIGATION LEGEND.

NOTE:  
ALL UNDERGROUND UTILITIES ARE SHOWN DIAGRAMATIC. CONTRACTOR TO VERIFY EXACT LOCATIONS IN FIELD WITH PROJECT INSPECTOR PRIOR TO CONSTRUCTION.

WATER DISTRICT  
These plans have been reviewed by the Coachella Valley Water District in accordance with Water Code Title 7, Division 1, Chapter 3, Article 10.8, Section 65597 at seq. requiring efficient landscape and irrigation design on cooperation with the local governing agency (City or County). Approval of this drawing by CVWD staff does not constitute approval to encroach into district and USBR Right-of-Way. Trees, plants, walls and permanent structures of any kind may not be planted or installed in CVWD and USBR easements or Right-of-Way without first obtaining an encroachment permit from CVWD.

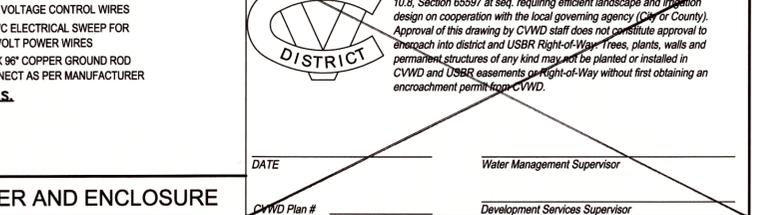
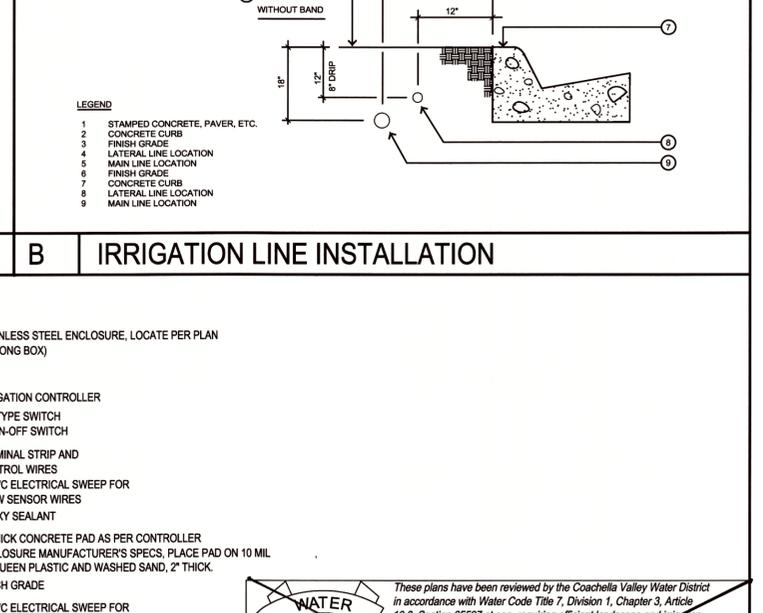
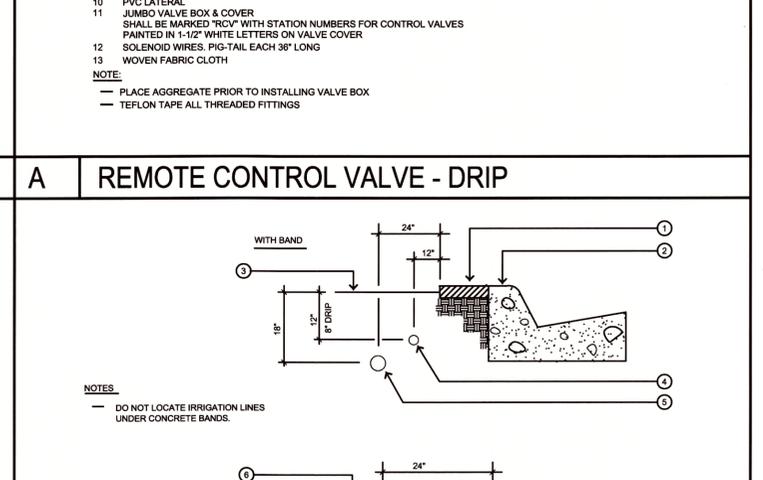
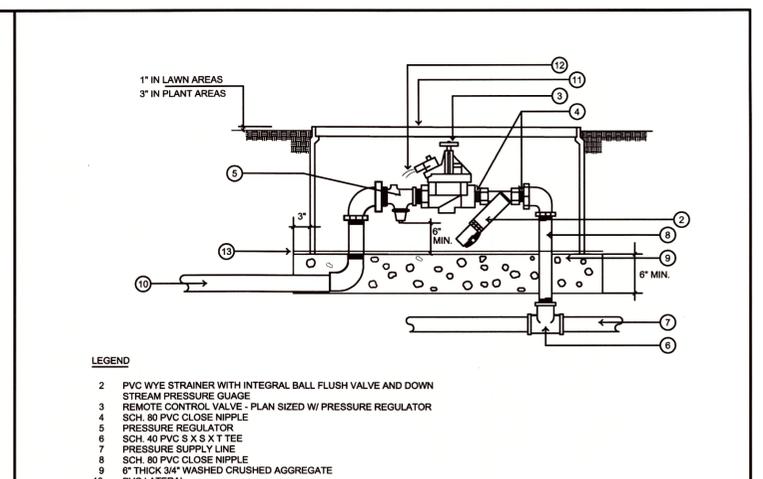
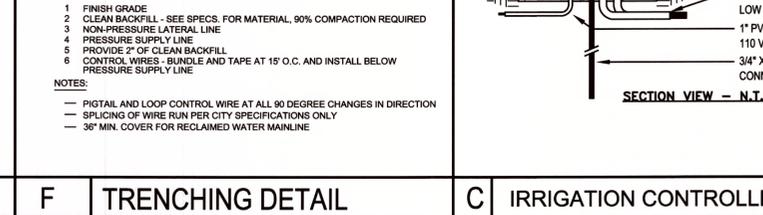
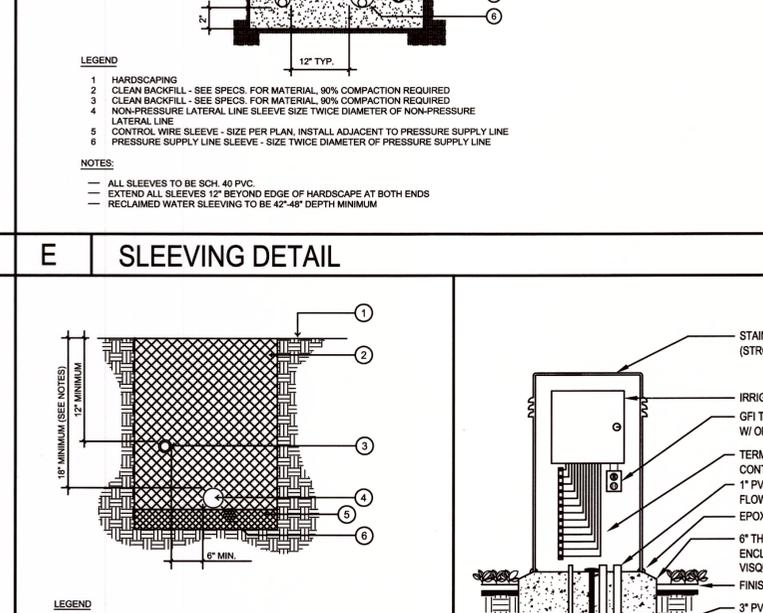
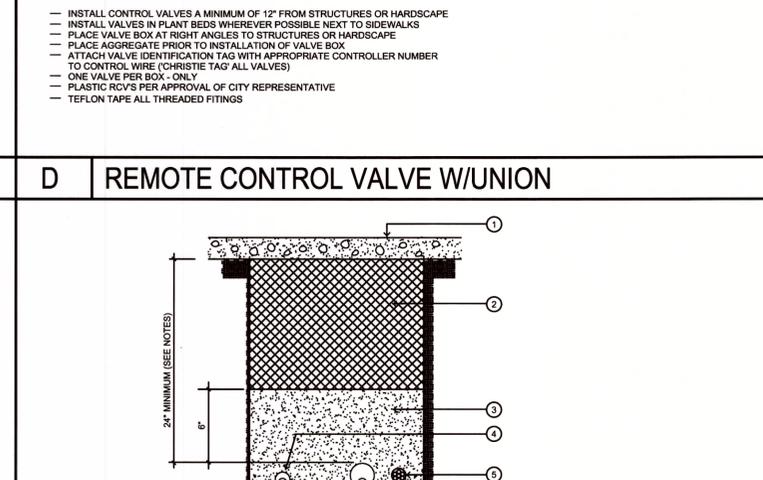
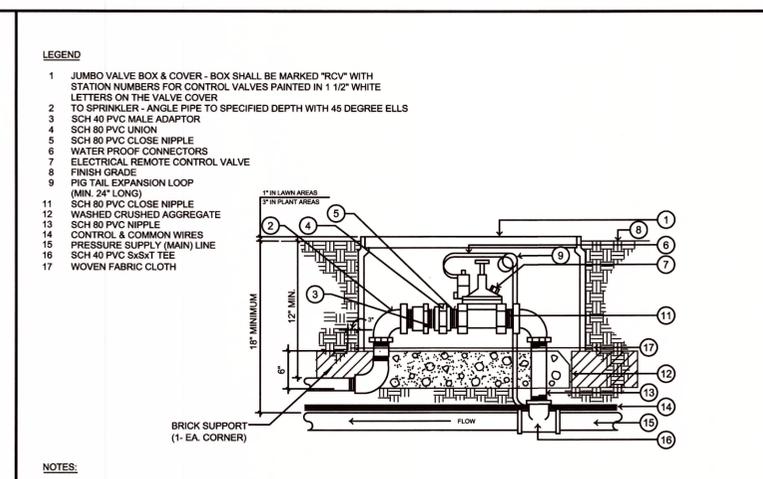
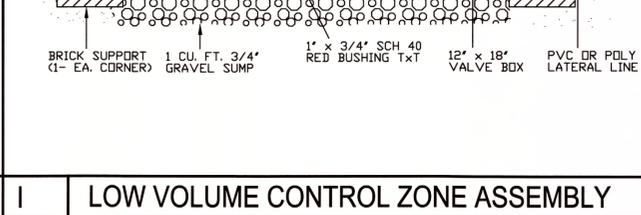
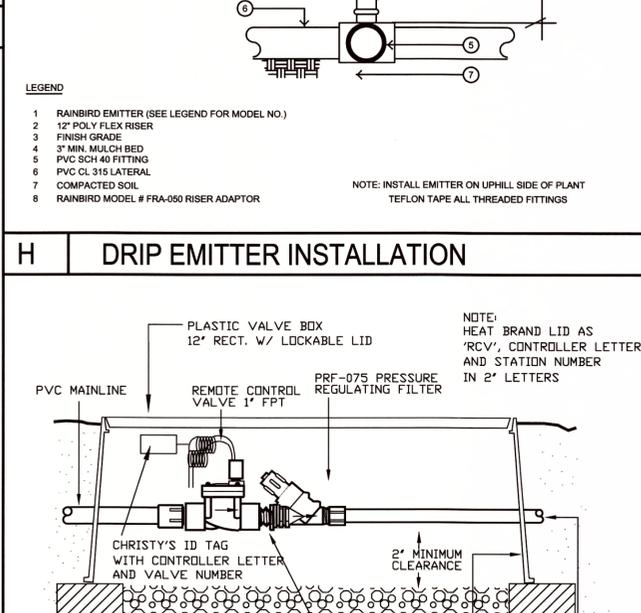
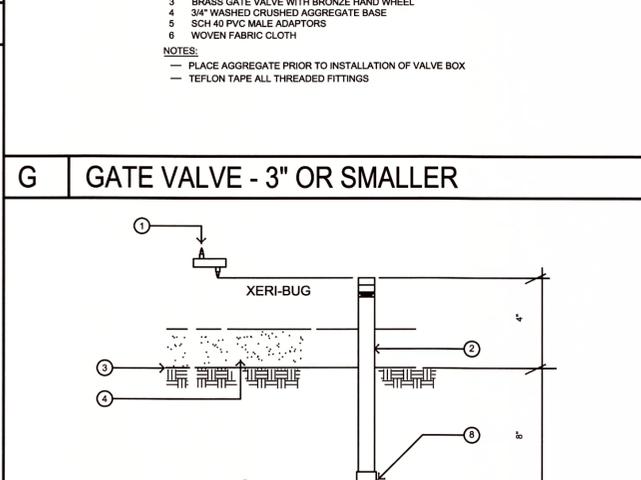
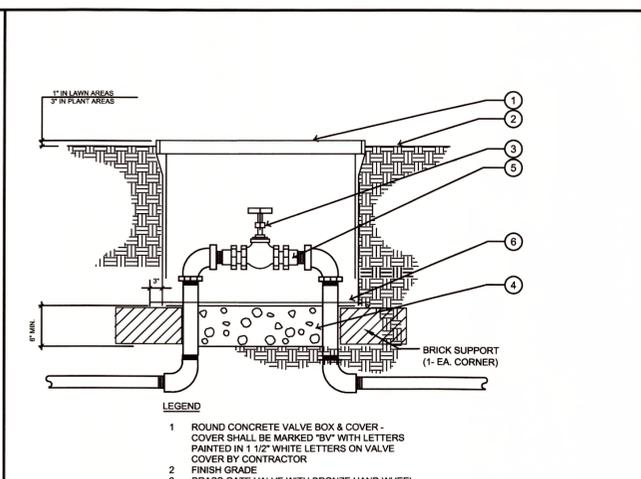
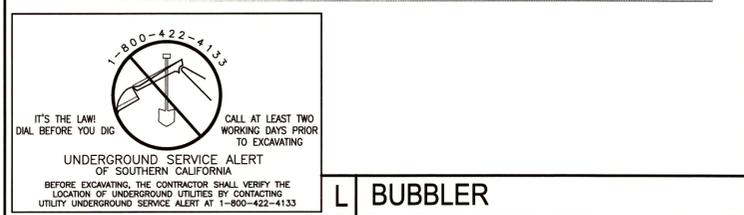
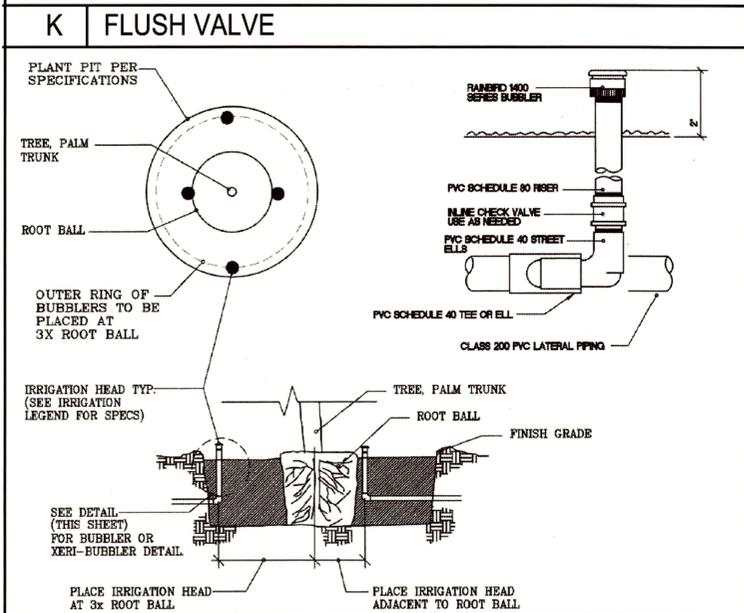
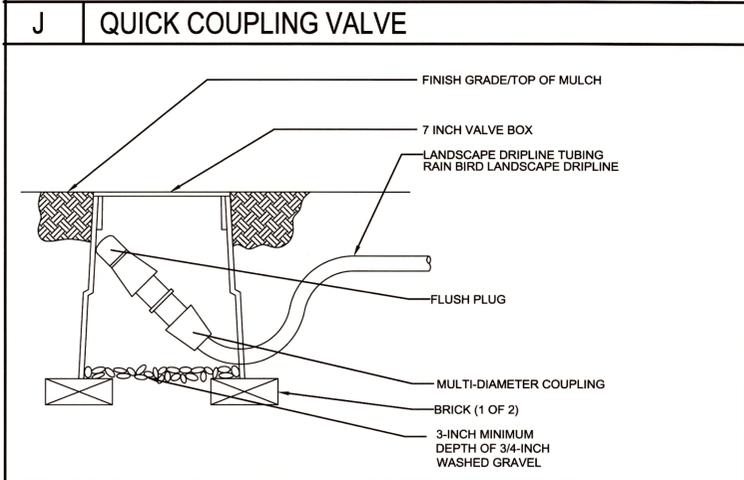
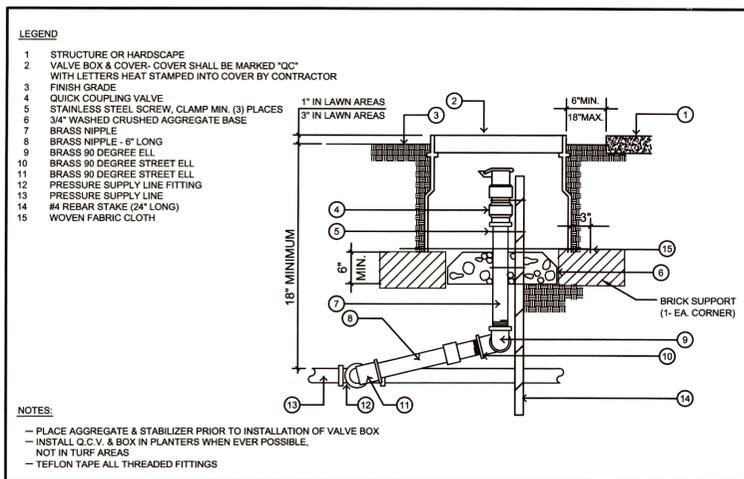
DATE \_\_\_\_\_ Water Management Supervisor  
CVWD Plan # \_\_\_\_\_ Development Services Supervisor

BENCHMARK:	BASIS OF BEARINGS:	NO.	DATE	INIT.	REVISIONS	APP	DATE

PREPARED UNDER THE SUPERVISION OF: ROBERT A. GARCIA RLA NO. 3934	DATE 4-6-11	
APPROVED BY: WILLIAM A. ENOS RCE NO. 43910	DATE 12/1/11 EXP. DATE 6/30/12	

 83 Via Pico Plaza, Suite 420 San Clemente, CA 92672 Phone: 949-361-9900 Cell: 714-745-8270 Fax: 949-498-7610	 CITY OF RANCHO MIRAGE IRRIGATION PLAN CYPRESS LANE LANDSCAPE IMPROVEMENT PROJECT CP# 11-266 (FROM LOS ALAMOS ROAD TO PALOMINO LANE, AREAS 'A' & 'D') CITY OF RANCHO MIRAGE	DESIGN: RAG DRAFT: RAG CHECK: BK DATE: 11/5/11 DWG No. LI-1 SHEET 7 OF 13
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**UNDERGROUND SERVICE ALERT**

IT'S THE LAW! BEFORE YOU DIG, CALL AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING.

1-800-422-4133

BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UTILITY UNDERGROUND SERVICE ALERT AT 1-800-422-4133

BENCHMARK:	BASIS OF BEARINGS:	NO.	DATE	INIT.

**REVISIONS**

NO.	DATE	INIT.

**APP DATE**

APP	DATE

**IRRIIGATION DETAILS**

**CITY OF RANCHO MIRAGE**

**CYPRESS LANE LANDSCAPE IMPROVEMENT PROJECT CP# 11-266**

(FROM LOS ALAMOS ROAD TO PALOMINO LANE, AREAS 'A' & 'D')

**CITY OF RANCHO MIRAGE**

DESIGN: RAG  
CHECK: BK  
DRAFT: RAG  
DATE: 11/5/11

DWG No. LID-3  
SHEET 9 OF 13

**PREPARED UNDER THE SUPERVISION OF:**

ROBERT A. GARCIA  
RLA NO. 3934

**APPROVED BY:**

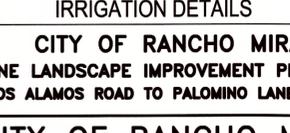
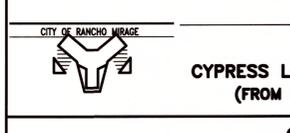
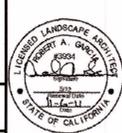
WILLIAM A. ENOS  
RCE NO. 43910

DATE: 11-6-11

DATE: 12/1/11

DATE: 6/30/12

DATE: 6/30/12



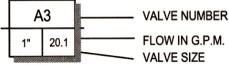
These plans have been reviewed by the Coachella Valley Water District in accordance with Water Code Title 7, Division 1, Chapter 3, Article 10.8, Section 65597 at seq. requiring efficient landscape and irrigation design in cooperation with the local governing agency (City or County). Approval of this drawing by CVWD staff does not constitute approval to encroach into district and USBR Right-of-Way. Trees, plants, walls and permanent structures of any kind may not be planted or installed in CVWD and USBR easements or Right-of-Way without first obtaining an encroachment permit from CVWD.

DATE: \_\_\_\_\_ Water Management Supervisor

CVWD Plan # \_\_\_\_\_ Development Services Supervisor

# IRRIGATION LEGEND

SYMBOL	MANUFACTURER	MODEL / DESCRIPTION	PSI	GPM	RAD
□	RAIN BIRD	1401 BUBBLER (4 PER PALM)	30	25	-
●	RAIN BIRD	PC 05 10-32 WITH PC DIFFUSER CAP: LIGHT BROWN 5 GPH FOR SHRUBS. PLACE ON POLYFLEX RISER, INSTALL ON PVC LATERALS.			
⊕	RAINBIRD CONTROL ZONE KIT, MODEL XCZ-100-B-COM 1", IN VALVE BOX, SIZE PER PLAN				
⊕	RAINBIRD 100-PEB REMOTE CONTROL VALVE IN A VALVE BOX, SIZE PER PLAN				
⊙	RAINBIRD 33DRG QUICK COUPLER (BRASS)				
BF	EXISTING BACKFLOW PREVENTER (PROTECT IN PLACE) (VERIFY LOCATION IN FIELD)				
✂	NIBCO FBV-2 LINE SIZE BALL VALVE IN A VALVE BOX				
WM	EXISTING DOMESTIC WATER METER. (PROTECT IN PLACE) (VERIFY LOCATION IN FIELD)				
A	RAINBIRD ESP-LX D-50 CONTROLLER, PLACE IN STONGBOX ENCLOSURE.				
---	NON-PRESSURE LATERAL LINE SCH.40 PVC BURY MIN. 12" BELOW FINISH GRADE (SIZE AS NOTED)				
-----	MAINLINE CLASS 315 PVC FOR 2-2/2" IN DIAMETER OR LARGER AND SCH 40 FOR 2" IN DIAMETER AND SMALLER (NOMINAL PIPE SIZE)				
-----	SCH. 40 PVC SLEEVES-SIZE TO BE TWICE THE DIAMETER OF PIPE BEING SLEEVED				



NOTE:  
INSTALL MANUAL FLUSH BALL VALVE IN A VALVE BOX  
LOCATE AT FURTHEST POINT OF DRIP SYSTEMS OF THE LATERAL LINE

## WATER BUDGET CALCULATION

IRRIGATION PRESSURE CALCULATION-AREA 'A'

UNITS	SIZE	TYPE	DESCRIPTION	GPM	UNIT PSI LOSS	
1	1 1/2"	DISC	WATER METER	7.30	.80	
1	1 1/2"	RFB	BACKFLOW	7.30	10.10	
1	1"	BRASS	AUTOMATIC VALVE	7.30	1.75	
2	1 1/2"	BRASS	GATE VALVE	7.30	2.00	
825	1 1/2"	SCH 40	MAINLINE	7.30	1.32	
180	3/4"	SCH 40	LATERAL LINE	7.30	4.18	
MISC					20.15	
FITTINGS					2.02	
ALLOWANCE						
STATION: A-3				COMPONENT LOSSES:	22.17	
STATIC PRESSURE:				70.00	MIN. REQ'D BY HEAD:	30.00
MAX. GPM DEMAND:				7.30	ELEV. LOSS/GAIN:	0.00
				TOTAL PRESSURE REQ'D:	52.17	
				RESIDUAL PRESSURE:	17.83	

## WATER BUDGET CALCULATION

IRRIGATION PRESSURE CALCULATION-AREA 'D'

UNITS	SIZE	TYPE	DESCRIPTION	GPM	UNIT PSI LOSS	
1	1 1/2"	DISC	WATER METER	6.00	.80	
1	1 1/2"	RFB	BACKFLOW	6.00	10.00	
1	1"	BRASS	AUTOMATIC VALVE	6.00	1.75	
2	1 1/2"	BRASS	GATE VALVE	6.00	2.00	
835	1 1/2"	SCH 40	MAINLINE	6.00	1.01	
155	3/4"	SCH 40	LATERAL LINE	6.00	4.67	
MISC					20.23	
FITTINGS					2.02	
ALLOWANCE						
STATION: A-22				COMPONENT LOSSES:	22.25	
STATIC PRESSURE:				70.00	MIN. REQ'D BY HEAD:	30.00
MAX. GPM DEMAND:				6.00	ELEV. LOSS/GAIN:	0.00
				TOTAL PRESSURE REQ'D:	52.25	
				RESIDUAL PRESSURE:	17.75	

## METER-DISTRICT 'D'

### WATER BUDGET CALCULATION "A" VALVES

Calculations for Medium Water Use Plants  
POC-A Estimated Water Use

Spring  
 $21.61 \times .50 \times 5,979.6 \times .62 / 748 / .90 = 59.51$  CCF

Summer  
 $61.09 \times .50 \times 5,979.6 \times .62 / 748 / .90 = 168.21$  CCF

Fall  
 $17.30 \times .50 \times 5,979.6 \times .62 / 748 / .90 = 47.64$  CCF

Total = 275.36 CCF

Maximum Water Allowance  
 $93.90 \times .60 \times 5,979.6 \times .62 / 748 = 279.25$  CCF

Surplus = 3.89 CCF

## METER-DISTRICT 'A'

### WATER BUDGET CALCULATION "A" VALVES

Calculations for Medium Water Use Plants  
POC-A Estimated Water Use

Spring  
 $21.61 \times .50 \times 2,054 \times .62 / 748 / .90 = 20.45$  CCF

Summer  
 $61.09 \times .50 \times 2,054 \times .62 / 748 / .90 = 57.79$  CCF

Fall  
 $17.30 \times .50 \times 2,054 \times .62 / 748 / .90 = 16.37$  CCF

Total = 94.61 CCF

Maximum Water Allowance  
 $93.90 \times .60 \times 2,054 \times .62 / 748 = 95.94$  CCF

Surplus = 1.33 CCF

## Calculations for Low Water Use Plants

POC-A Estimated Water Use

Spring  
 $21.61 \times .20 \times 286 \times .62 / 748 / .90 = 1.13$  CCF

Summer  
 $61.09 \times .20 \times 286 \times .62 / 748 / .90 = 2.61$  CCF

Fall  
 $17.30 \times .20 \times 286 \times .62 / 748 / .90 = .91$  CCF

Total = 4.64 CCF

Maximum Water Allowance  
 $93.90 \times .60 \times 286 \times .62 / 748 = 13.35$  CCF

Surplus = 8.71 CCF

## Calculations for Low Water Use Plants

POC-A Estimated Water Use

Spring  
 $21.61 \times .20 \times 99.2 \times .62 / 748 / .90 = .39$  CCF

Summer  
 $61.09 \times .20 \times 99.2 \times .62 / 748 / .90 = 1.12$  CCF

Fall  
 $17.30 \times .20 \times 99.2 \times .62 / 748 / .90 = .32$  CCF

Total = 1.83 CCF

Maximum Water Allowance  
 $93.90 \times .60 \times 99.2 \times .62 / 748 = 4.63$  CCF

Surplus = 2.8 CCF

## MAINTENANCE SCHEDULE

### WIRE NOTES:

1. VALVE SIZE NOTE: INSTALL ALL PIPE AND CONTROL WIRE UNDER PAVING IN SCH. 40 PVC SLEEVES TWICE THE DIAMETER OF THE PIPE BEING SLEEVED AND 2" SLEEVES FOR # 14 CONTROL WIRE. WIRE CROSSINGS UNDER PAVED SURFACES ARE SLEEVED SEPARATELY FROM THE MAINLINE.
2. WIRE SPLICES ARE MADE WITH WATERPROOF, NON-REUSABLE CONNECTORS.
3. ALL WIRE IS A MINIMUM OF #14 AWG 600-VOLT DIRECT BURIAL AND UL LISTED.

1. LANDSCAPE AND IRRIGATION SYSTEMS SHALL BE MAINTAINED TO ENSURE WATER EFFICIENCY. A REGULAR MAINTENANCE SCHEDULE SHALL INCLUDE, BUT NOT BE LIMITED TO, CHECKING ADJUSTING, REPAIRING IRRIGATION EQUIPMENT, RESETTNG THE TIME CLOCKS MONTHLY, AERATING AND DETHATCHING TURF AREAS, REPLENISHING MULCH, FERTILIZING, PRUNING AND WEEDING ALL PLANTED AREAS.
2. WHENEVER POSSIBLE, REPAIR OF IRRIGATION EQUIPMENT SHALL BE DONE WITH ORIGINALLY SPECIFIED MATERIALS OR THEIR EQUIVALENTS.
3. PROGRAMMED IRRIGATION SHOULD ONLY OCCUR FROM 9 P.M. TO 9 A.M. DURING THE SUMMER MONTHS.

## GENERAL IRRIGATION NOTES

**STATIC PRESSURE**  
MINIMUM STATIC PRESSURE SHALL BE 75 PSI AT THE METER. MINIMUM EXISTING WATER METER SIZE 2". CONTRACTOR SHALL VERIFY PRESSURE READING PRIOR TO STARTING WORK AND REPORT TO LANDSCAPE ARCHITECT IF PRESSURE IS BELOW 60 PSI. IF PRESSURE EXCEEDS 55 PSI CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF A LINE SIZE WILKENS 500 SERIES PRESSURE REDUCING VALVE.

**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. THE CONTRACTOR SHALL LOCATE ALL VALVES, LATERAL LINE AND MAINLINE IN PLANTING AREAS.

**"WATER CONSERVATION CONCEPT STATEMENT"**  
THE SYSTEM IS DESIGNED TO ACHIEVE CONSERVATION AND EFFICIENCY IN WATER USE BY PROVIDING ANTI-DRAIN VALVES, FOR LOW HEAD DRAINAGE, PRESSURE COMPENSATING SCREENS TO PREVENT OVERSPRAY AND REDUCE WATER USAGE IN SMALLER PLANTING AREAS, AND LOW GALLONAGE HEADS TO REDUCE WATER CONSUMPTION.  
**PRESSURE TEST**  
ANY NEW SYSTEM ON THE MAINLINE WILL BE TESTED @ 150 PSI FOR A PERIOD OF 3 HOURS.

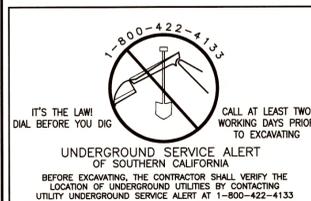
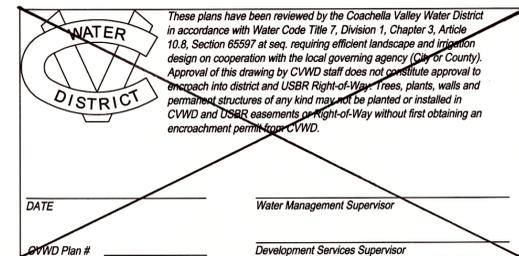
## IRRIGATION NOTES:

1. FIELD CHECK EXISTING STATIC PRESSURE AT THE POINT OF WATER SERVICE CONNECTION PRIOR TO THE START OF IRRIGATION SYSTEM WORK. THE STATIC PRESSURE INFORMATION WAS PROVIDED BY THE CVWD AND WAS SAID TO BE 75 PSI. IF THE EXISTING STATIC WATER PRESSURE EXCEEDS 85 PSI, A PRESSURE REDUCING VALVE WILL BE REQUIRED WITH THE STATIC PRESSURE SET AT 75 P.S.I.
2. IRRIGATION PLANS ARE SHOWN SCHEMATICALLY ONLY. THE LOCATION OF ALL ITEMS OF WORK REQUIRES PRIOR AGENCY APPROVAL. PROVIDE 48 HOURS NOTICE. LOCATE BACKFLOW PREVENTION ASSEMBLY 2 FEET CLEAR FROM SIDEWALK. COORDINATE, WITH THE CITY, THE FINAL LOCATION OF THE ELECTRICAL METER AND IRRIGATION CONTROLLER PRIOR TO INSTALLATION.
3. RUN IRRIGATION LINES, CONTROL WIRES, ELECTRIC SERVICE, AND TELEPHONE SERVICE IN SCH 40 PVC SLEEVES AND CONDUIT AS FOLLOWS: IRRIGATION LINES IN ROADWAYS AND UNDER PCC IMPROVEMENTS. EXTEND SLEEVES 12 INCHES INTO PLANTER AREAS. CONTROL WIRE IN ROADWAYS AND UNDER PCC IMPROVEMENTS. EXTEND CONDUIT 12 INCHES INTO PLANTER AREAS. CONTROL WIRE IN PLANTER AREAS, EXCEPT WHERE WIRES CAN BE PROTECTED. ALL ELECTRIC AND TELEPHONE SERVICE, REGARDLESS OF LOCATION.
4. INSTALL MATERIALS, PARTS, AND EQUIPMENT IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS, EXCEPT WHERE MORE STRICT REQUIREMENTS, AS DETERMINED SOLELY BY THE CITY, ARE SHOWN OR INDICATED. BRING ALL CONFLICTS TO THE ATTENTION OF THE CITY FOR RESOLUTION.
5. DO NOT USE TEFLON TAPE ON THREADED PVC CONNECTIONS UNLESS OTHERWISE APPROVED BY THE CITY.

## TRENCHING IN VICINITY OF EXISTING TREES

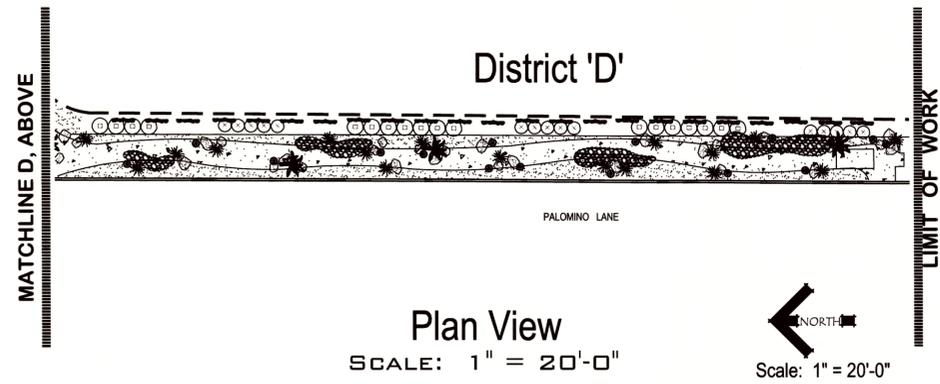
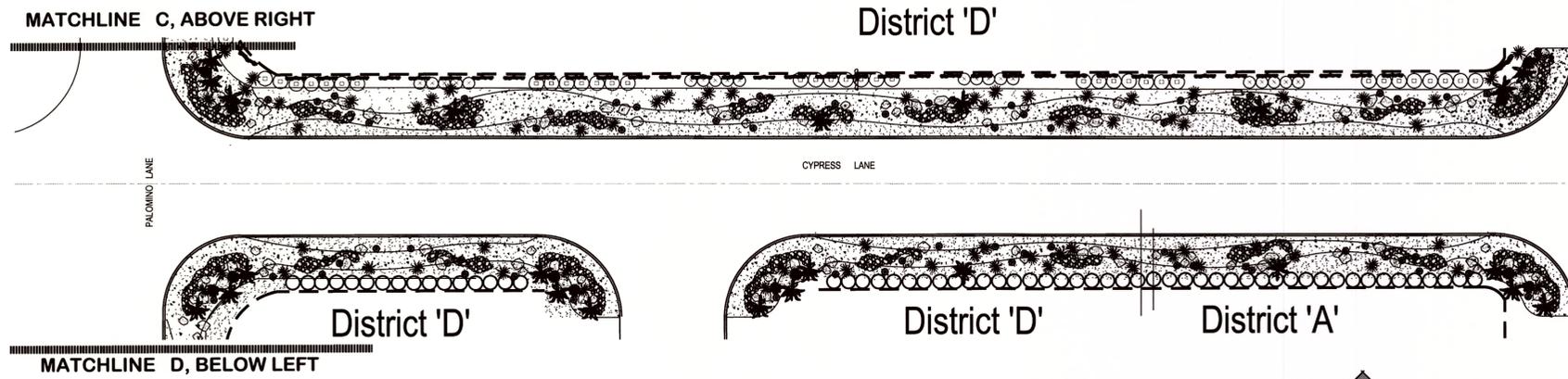
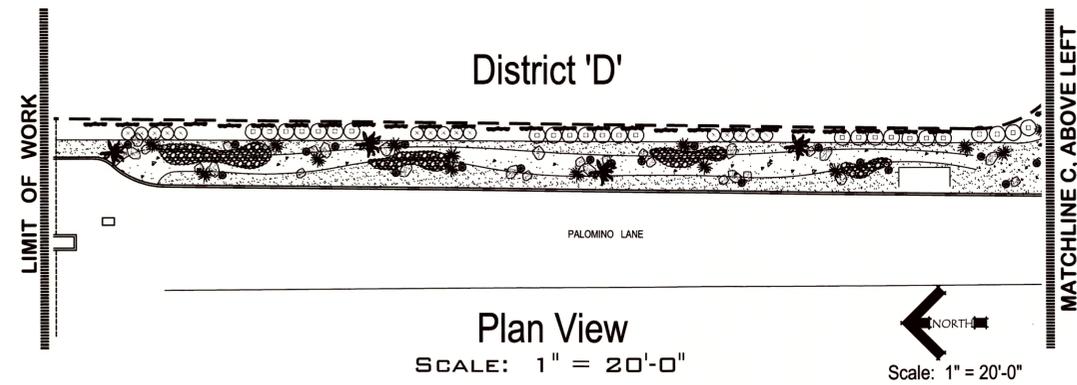
WHEN EVER ROOTS OF EXISTING TREES ARE ENCOUNTERED DURING TRENCHING OPERATIONS, THE CONTRACTOR SHALL REROUTE MAIN LINE TRENCHES. DO NOT CUT ROOTS OVER 1" IN DIAMETER. ALL CUTS SHALL BE A CLEAN SHARP CUT. IF TRENCHING IS REQUIRED, THE CONTRACTOR SHALL HAND DIG THE TRENCHES TAKING CARE NOT TO DAMAGE ROOTS. NO MECHANICAL TRENCHING WITHIN THE DRIPLINE OF THE EXISTING TREE WILL BE ALLOWED. PROTECT ALL ROOTS EXPOSED TO SUNLIGHT WITH MOIST BURLAP UNTIL COVERED WITH SOIL.

TOTAL LANDSCAPE AREA	'D'	'A'
SQ. FT. OF TURF =	0	0
SQ. FT. OF SHRUB =	6,265.6	2,153.2
TOTAL AREA =	6,265.6	2,153.2



BENCHMARK:		BASIS OF BEARINGS:		PREPARED UNDER THE SUPERVISION OF:		IRRIGATION LEGEND AND CALCS		DESIGN: RAG		DRAFT: RAG	
				ROBERT A. GARCIA RLA NO. 3934		CITY OF RANCHO MIRAGE CYPRESS LANE LANDSCAPE IMPROVEMENT PROJECT CP# 11-266 (FROM LOS ALAMOS ROAD TO PALOMINO LANE, AREAS 'A' & 'D')		CHECK: BK		DATE: 11/5/11	
REFERENCES		NO. DATE INIT.		APPROVED BY:		CITY OF RANCHO MIRAGE				DWG No. LIC-4	
				WILLIAM A. ENOS RCE NO. 43910		CITY OF RANCHO MIRAGE				SHEET 10 OF 13	
		REVISIONS		DATE		Parkway Design Group, Inc.					
				EXP. DATE 6/30/11		85 Via Pico Plaza, Suite 420 San Clemente, CA 92672					
						Phone: 949.361.5900 Cell: 714.743.8270 Fax: 949.498.7610					





**PALMS**

SYMBOL	ABB	BOTANICAL NAME	COMMON NAME	SIZE	DISTRICT 'D'	DISTRICT 'A'	PLANT FACTOR WATER REQUIREMENT
	CHA HUM	CHAEMEROPS HUMULIS	MEDITERRANEAN FAN PALM 'MULTI-TRUNK'	15 GAL	57	15	

**SHRUBS**

SYMBOL	ABB	BOTANICAL NAME	COMMON NAME	SIZE	DISTRICT 'D'	DISTRICT 'A'	PLANT FACTOR WATER REQUIREMENT
	AGA AME	AGAVA AMERICANA	CENTURY PLANT	5 GAL	25	6	LOW - 0.2
	BOU	BOUGAINVILLEA 'Oo-La-La	BOUGAINVILLEA	5 GAL	217	107	MEDIUM - 0.5
	MUL CAP	MUHLENBERGIA CAPILLARIS	REGAL MIST TM	5 GAL	201	8	MEDIUM - 0.5
	CAL LIT	CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLE BRUSH	5 GAL	117	0	MEDIUM - 0.5
	SAL GRE	SALVIA GREGGII	AUTUMN SAGE	5 GAL	218	86	MEDIUM - 0.5
		EXISTING ITALIAN CYPRESS					

**VINES**

SYMBOL	ABB	BOTANICAL NAME	COMMON NAME	SIZE	DISTRICT 'D'	DISTRICT 'A'	PLANT FACTOR WATER REQUIREMENT
	CAL INA	CALLIANDRA ENAEQUILATERA	PINK POWDER PUFF	5 GAL	221	0	MEDIUM - 0.5

NOTE: ALL UNDERGROUND UTILITIES ARE SHOWN DIAGRAMATIC. CONTRACTOR TO VERIFY EXACT LOCATIONS IN FIELD WITH PROJECT INSPECTOR PRIOR TO CONSTRUCTION.

1-800-422-4133

IT'S THE LAW! DIAL BEFORE YOU DIG. CALL AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATING.

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UTILITY UNDERGROUND SERVICE ALERT AT 1-800-422-4133

NOTE:  
 1. CITY SHALL REVIEW AND APPROVE THE BOULDER, COBBLE AND DECOMPOSED GRANITE SELECTION PRIOR TO INSTALLATION. THE CITY HOLDS THE RIGHT TO CHANGE THE BOULDER, COBBLE AND DECOMPOSED GRANITE SPECIFICATIONS PRIOR TO INSTALLATION.  
 2. ALL FINAL COBBLE AND PAVER LAYOUTS TO BE FIELD APPROVED BY PROJECT INSPECTOR PRIOR TO INSTALLATION.

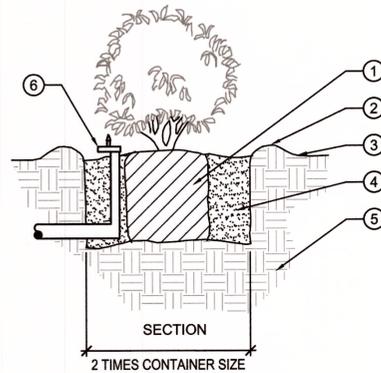
BENCHMARK:		BASIS OF BEARINGS:		PREPARED UNDER THE SUPERVISION OF: ROBERT A. GARCIA RLA NO. 3934 DATE 11-6-11					<b>PLANTING PLAN</b> <b>CITY OF RANCHO MIRAGE</b> <b>CYPRESS LANE LANDSCAPE IMPROVEMENT PROJECT CP# 11-266</b> <b>(FROM LOS ALAMOS ROAD TO PALOMINO LANE, AREAS 'A' &amp; 'D')</b>	DESIGN: RAG	DRAFT: RAG
REFERENCES		NO. DATE INIT.		APPROVED BY: WILLIAM A. ENOS RCE NO. 43910 DATE 11/11						EXP. DATE 6/30/14	CITY OF RANCHO MIRAGE
										DWG No. LP-2 SHEET 12 OF 13	

**GENERAL PLANTING NOTES**

- ALL TREES WITHIN A SPECIES SHALL HAVE MATCHING FORM.
- ALL LANDSCAPED AREAS TO RECEIVE AUTOMATED IRRIGATION.
- REFER TO PLANTING SPECIFICATIONS FOR SOIL PREPARATION, FERTILIZATION, MULCHING, AND OTHER ADDITIONAL PLANTING INFORMATION. ALL PLANT MATERIAL SHALL BE APPROVED BY THE CITY'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.
- WITH THE EXCEPTION OF PLANT TABLETS, ROOT GROWTH STIMULANT, AND PALM TREE PLANTING, NO CONDITIONING WILL BE REQUIRED. BACKFILL WITH NATIVE SOIL ONLY.
- SEE DETAILS AND SPECIFICATIONS FOR STAKING METHOD, PLANT PIT DIMENSIONS AND BACKFILL REQUIREMENTS.
- IF CONFLICTS ARISE BETWEEN SIZE OF AREAS AND PLANS, CONTRACTOR TO NOTIFY ENGINEER FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE THE MATERIALS.
- CONTRACTOR SHALL SUBMIT FOR APPROVAL PHOTOS OF ALL BOXED TREES AND PALMS. PHOTOS SHOULD INCLUDE A PERSON FOR SCALE PURPOSES. ALL BOX TREES SHALL BE OF QUALITY AS DETERMINED BY THE ENGINEER. MATERIAL FOUND UNSUITABLE FOR THE DESIGN OR SPECIFICATION INTENT WILL BE REJECTED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH PLANT MATERIALS FREE OF PESTS OR PLANT DISEASES. PRE-SELECTED OR TAGGED MATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED PEST AND DISEASE FREE. IT IS THE CONTRACTOR'S OBLIGATION TO WARRANT ALL PLANT MATERIALS PER THE SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPELINES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF SAID UTILITIES.
- CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH PLANTING OPERATIONS.
- PLANT MATERIAL QUANTITIES ARE GIVEN FOR CONVENIENCE ONLY. PLANT SYMBOLS AND SPECIFIED SPACING SHALL TAKE PRECEDENCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR TAKE OFFS AND SHALL VERIFY PLANT MATERIAL QUANTITIES PER PLAN.
- CONTRACTOR TO ASSURE POSITIVE DRAINAGE IN ALL PLANTING AREAS - 2% MINIMUM AFTER ROUGH GRADES HAVE BEEN ESTABLISHED IN PLANTING AREAS.
- ALL SOIL FOR LANDSCAPE PLANTING AREAS OR BERMS SHALL BE OBTAINED FROM ON-SITE EXCAVATIONS.
- REFER TO SHEET L1 FOR ROCK AND DECOMPOSED GRANITE MULCH. PLACE DECOMPOSED GRANITE MULCH IN ALL PLANTED AREAS NOT RECEIVING ROCK MULCH AT A DEPTH OF 2". DO NOT INSTALL MULCH WITHIN A 6" DIAMETER OF ANY PLANT MATERIAL.
- AT EDGES OF PLANTING AREAS, THE CENTER LINE OF THE LAST ROW OF SHRUBS AND/OR GROUND COVER SHALL BE LOCATED NO FARTHER FROM OR CLOSER TO THE EDGE THAN ONE-HALF THE SPECIFIED ON-CENTER SPACING.
- REMOVE ALL NURSERY STAKES AND ESPALIER RACKS IMMEDIATELY AFTER INSTALLATION, UPON PROVIDING SUPPORT PER DETAIL.
- EACH PLANT SHALL BE SHIPPED TO PROJECT SITE WITH A LEGIBLE IDENTIFICATION TAG.

**PALM TREE PLANTING NOTES**

- THE CONTRACTOR, ALONG WITH A CITY DESIGNATED REPRESENTATIVE, SHALL INSPECT ALL PALMS AT THE NURSERY OR SUPPLIER PRIOR TO THEIR BEING DELIVERED TO THE JOB SITE.
- THE CITY OF RANCHO MIRAGE RESERVES THE RIGHT TO REJECT ANY PALMS DELIVERED TO THE SITE THAT DOES NOT MEET THE DESIRED APPEARANCE AND SIZE SPECIFIED.
- BALL & BURLAP (B&B) PALMS SUPPLIED FOR THIS PROJECT SHALL BE DUG WITH THE LARGEST ROOTBALL POSSIBLE TAKING INTO CONSIDERATION THE PROPOSED LOCATION. THE ROOTBALL SHALL BE DUG USING SHARP/CLEAN CUTS.
- ROOTBALLS SHALL BE KEPT MOIST DURING TRANSPORT.
- ALL PALMS SHALL BE PLANTED IMMEDIATELY UPON ARRIVAL TO THE JOB SITE. PALMS SHALL BE STORED ON SITE ONLY WITH PRIOR APPROVAL OF THE CITY. IF PALMS ARE STORED ON SITE THE ROOTBALLS SHALL BE FULLY COVERED WITH SAND AND KEPT MOIST AT ALL TIMES.
- ADEQUATE SIZED NYLON SLINGS SHALL BE USED FOR RIGGING PALMS IN PREPARATION FOR LIFTING. DO NOT USE STEEL CABLES FOR TUGGING ON PALMS. EXTRA PRECAUTIONS SHALL BE TAKEN TO PREVENT DISFIGURATION OF THE TRUNK.
- TIES THAT HOLD THE FRONDS CLUSTERS SHALL BE A SINGLE "ORGANIC" TYPE TWINE. AVOID USING TWINE THAT WILL REQUIRE CUTTING DURING THE MAINTENANCE PERIOD.
- PRIOR TO THE INSTALLATION OF PALMS AND WHILE THE PALMS ARE LYING DOWN THE CONTRACTOR SHALL APPLY AN APPROVED FUNGICIDE TO THE CROWN OF EACH PALM TO PREVENT "PINK ROT".
- EXTRA PRECAUTIONS SHALL BE TAKEN IF USING A CRANE FOR INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE TO THOROUGHLY INSPECT THE SITE FOR ANY OVERHEAD ELECTRICAL WIRES AND BE FULLY AWARE OF ALL O.S.H.A. RULES AND PROCEDURES INVOLVING CRANE OPERATION.
- BACKFILLING SHALL OCCUR ONLY AFTER THE PALMS ARE SET STRAIGHT AND PLUMB.
- UNDER NO CIRCUMSTANCES SHALL COURSE PLASTER SAND WITH EXCESSIVE SALT LEVELS BE USED FOR BACKFILL.
- ALL PALMS SHALL BE PLANTED AT GRADE LEVEL.
- FROND TIES SHALL REMAIN IN PLACE FOR A MINIMUM OF 60 DAYS TO PROTECT THE LEAVES FROM DRYING OUT OR DIRECT HEAT OF THE SUN.



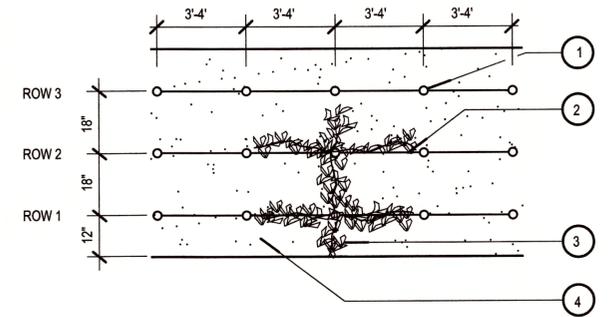
**LEGEND:**

- ① ROOTBALL
- ② WATERING BASIN BERM
- ③ FINISH GRADE
- ④ BACKFILL TO BE NATIVE SOIL
- ⑤ UNDISTURBED SOIL
- ⑥ IRRIGATION HEAD (SEE DETAIL H SHEET LID-5)

**NOTES:**

- SCARIFY SIDES AND BOTTOM OF PLANTING PIT
- DEPTH OF PIT WILL EQUAL DEPTH OF ROOTBALL

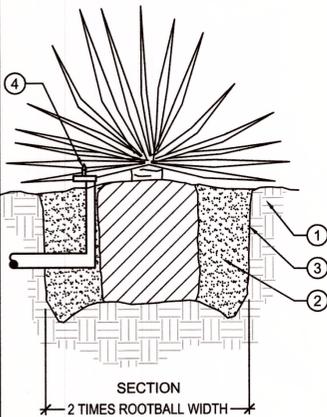
NOTE:  
1. ANY SOIL ACCUMULATED DURING THE PLACEMENT OF PLANT MATERIAL SHALL BE DISPERSED THROUGHOUT THE MEDIAN ISLAND PROJECTS LIMITS.



- APPLY A ONE INCH (1") DIAMETER AMOUNT OF G.E. SILICON ADHESIVE WITH SIX INCH (6") LONG STAINLESS STEEL WIRE TO SURFACE (TRIANGULAR SPACED LOCATIONS)
- 12 GA. GALVANIZED WIRE. SECURE VINE TO WIRE WITH NURSERYMAN'S TAPE
- ANGLE BACK TRUNK OF VINE TO WALL AND REMOVE STAKE, SECURE TO WIRE
- MASONRY WALL

NOTE:  
FOR 5 GALLON VINE, INSTALL ROWS 1 AND 2.  
FOR 15 GALLON VINE, INSTALL ROWS 1, 2, AND 3.  
THIS DETAIL PERTAINS TO ALL FENCE/MASONRY WALLS, NOT BUILDING WALLS. VINES AT BUILDING WALLS TO REMAIN ON WOOD TRELLIS.  
15 GALLON VINES TO BE ON 15 GALLON VINE RACKS

**B | SHRUB PLANTING**



**LEGEND:**

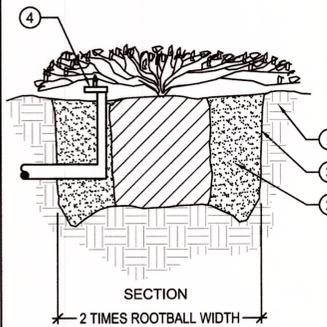
- ① 85% COMPACTED NATIVE SOIL
- ② NATIVE SOIL ONLY
- ③ DEPTH OF PLANTING PLANTING PIT WILL EQUAL DEPTH OF ROOTBALL. SCARIFY SIDES AND BOTTOM OF PIT.
- ④ IRRIGATION HEAD (SEE DETAIL H SHEET LID-5)

**NOTES:**

- SET CROWN OF ROOTBALL 1/2" TO 1" ABOVE FINISH GRADE TO ALLOW FOR SETTLEMENT.
- DO NOT COVER CROWN WITH SOIL.
- SETTLE BACKFILL SOIL BY WATERING, AND COMPACT TO REMOVE AIR POCKETS. BACKFILL TO BE NATIVE SOIL.

NOTE:  
1. ANY SOIL ACCUMULATED DURING THE PLACEMENT OF PLANT MATERIAL SHALL BE DISPERSED THROUGHOUT THE MEDIAN ISLAND PROJECTS LIMITS.

**C | SUCCULENT PLANTING**



**LEGEND:**

- ① 85% COMPACTED NATIVE SOIL
- ② NATIVE SOIL ONLY
- ③ DEPTH OF PLANTING PLANTING PIT WILL EQUAL DEPTH OF ROOTBALL. SCARIFY SIDES AND BOTTOM OF PIT.
- ④ IRRIGATION HEAD (SEE DETAIL H SHEET LID-3)

**NOTES:**

- SET CROWN OF ROOTBALL 1/2" TO 1" ABOVE FINISH GRADE TO ALLOW FOR SETTLEMENT.
- DO NOT COVER CROWN WITH SOIL.
- SETTLE BACKFILL SOIL BY WATERING, AND COMPACT TO REMOVE AIR POCKETS. BACKFILL TO BE NATIVE SOIL.

**D | GROUND COVER PLANTING**

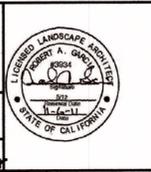
**A | VINE PLANTING**

(ON MASONRY WALL)



BENCHMARK:	BASIS OF BEARINGS:	NO.	DATE	INIT.	REVISIONS	APP	DATE

PREPARED UNDER THE SUPERVISION OF:  
  
 ROBERT A. GARCIA DATE 11-6-11  
 RIA NO. 3934  
 APPROVED BY:  
  
 WILLIAM A. ENOS DATE 6/30/14  
 RCE NO. 43910 EXP. DATE 6/30/14



Parkway Design Group, Inc.  
 63 Via Pico Plaza, Suite 420 Phone: 949.351.5900  
 San Clemente, CA 92672 Cell: 714.743.6270  
 Fax: 949.486.7610

PLANTING DETAILS  
 CITY OF RANCHO MIRAGE  
 CYPRESS LANE LANDSCAPE IMPROVEMENT PROJECT CP# 11-266  
 (FROM LOS ALAMOS ROAD TO PALOMINO LANE, AREAS 'A' & 'D')  
 CITY OF RANCHO MIRAGE

DESIGN: RAG DRAFT: RAG  
 CHECK: BK DATE: 11/5/11  
 DWG No. LPD-3  
 SHEET 13 OF 13

PLEASE READ AND FILL OUT THIS DOCUMENT APPROPRIATELY. EVEN SMALL PROJECTS MUST DO THEIR PART. PM<sub>10</sub> DUST (POWDERY DUST OF 10 MICRONS OR SMALLER DIAMETER) HAS BEEN IDENTIFIED AS A POTENTIALLY SERIOUS HEALTH THREAT. THIS FINE DUST CAN LODGE DEEP IN THE LUNGS AND HAS BEEN ASSOCIATED WITH BRONCHITIS AND OTHER RESPIRATORY ILLNESSES. DESERT DUST CAN BE PARTICULARLY UNHEALTHFUL, BEING ASSOCIATED WITH "DESERT LUNG SYNDROME" AND LUNG INFECTIONS CAUSED BY FUNGAL SPORES CARRIED IN DESERT DUST. CHILDREN, THE ELDERLY, AND PERSONS WITH RESPIRATORY CONDITIONS, ARE PARTICULARLY SENSITIVE TO FINE DUST, BUT EVERYONE IS ADVERSELY AFFECTED BY THE RELATIVELY HIGH LOCAL PM<sub>10</sub> THAT OCCUR IN THE LARGER SAND PARTICLES CAN BE TURNED INTO THIS DUST THROUGH THE GRINDING ACTION OF TIRES ON ROADWAYS AND THROUGH REPETITIVE PLOWING AND DISKING OPERATIONS.

PROJECT DATA (SEE ATTACHED PLAN ALSO)  
DATE: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_  
STREET ADDRESS / SITE LOCATION: \_\_\_\_\_  
ADJOINING PROPERTY INFO. (FOR SENSITIVITY, TYP. WINDS BLOW N.W. TO S.E.)  
EASTERLY \_\_\_\_\_  
SOUTHEASTERLY \_\_\_\_\_  
SOUTHWESTERLY \_\_\_\_\_  
WESTERLY \_\_\_\_\_  
NORTHEASTERLY \_\_\_\_\_  
NORTHERLY \_\_\_\_\_  
CURRENT LAND USAGE: \_\_\_\_\_  
PROPOSED LAND USAGE: \_\_\_\_\_  
LOT: \_\_\_\_\_ TRACT/PM: \_\_\_\_\_ LAND USE PERMIT NO.: \_\_\_\_\_  
A.P.N. \_\_\_\_\_ PARCEL SIZE: \_\_\_\_\_ ACRES \_\_\_\_\_ SQ. FT. \_\_\_\_\_

EARTHWORK QUANTITIES ESTIMATE (BALANCED SITE PREFERRED)

TOTAL AREA TO BE DISTURBED	ACRES	SQ. FT.
STRIPPING & SUBSIDENCE LOSSES (TYP. 0.3' X AREA/2700' CY)		C.Y.
RAW CUT VOLUME	C.Y.	CUT AFTER SHRINKAGE
RAW IMPORT VOLUME	C.Y.	IMPORT AFTER SHRINKAGE
RAW EXPORT VOLUME	C.Y.	COMPACTED FILL VOLUME
		COMPACTED EXPORT VOL.

(SEE HAUL ROUTE DETAIL ON ATTACHED PLAN IF ANY IMPORT OR EXPORT, EXCEPT TRASH.)

PHASING OF GRADING ACTIVITIES  
THE AMOUNT OF ACTIVE DISTURBED AREA MUST BE LIMITED TO WHAT CAN BE EFFECTIVELY WATERED 4 TIMES PER DAY BY EITHER SPRINKLERS OR WATER TRUCKS. TYPICAL 2000 GALLON WATER TRUCKS CAN EFFECTIVELY WATER 4 ACRES PER HOUR, THEREFORE AN 8 HR. WORKDAY DIVIDED BY 4 WATERINGS PER DAY TIMES 4 AC./HR. = 8 ACRES PER TRUCK. SINCE WATER TRUCKS ARE ALLOWED TO WORK 7 DAYS A WEEK, 24 HOURS A DAY, IN SOME LOCATIONS, UP TO 24 AC. PER TRUCK MAY BE ACHIEVED THAT WAY, WITH SPRINKLERS. LARGER PROJECTS MUST USE MORE TRUCKS, MORE HOURS, MORE SPRINKLERS, OR LESS DISTURBED AREA AT ANY ONE TIME. AREAS ALREADY GRADED OR STOCKPILED MUST BE STABILIZED WITH CHEMICALS, HYDROMULCH, OR VEGETATION. BEFORE ADDITIONAL AREAS CAN BE STRIPPED FOR GRADING, THE PHASING PATTERN BELOW SHALL BE SHOWN IN THE REFERENCE MAP ON THIS SHEET AT UPPER RIGHT. DRIVING ROUTES THROUGH A PROJECT MUST BE COUNTED IN ALL PHASES WHERE THEY ARE ONLY TREATED WITH WATER. IT IS BETTER TO TREAT THEM WITH AN APPROVED "OIL" (LIKE ENVIROKLEEN) OR SIMILAR NON-CRUSTING DUST PALLIATIVE, TO SAVE WATER.

PHASE "A": ROUGH GRADING (SITE PREPARATION / MOBILIZATION)

SUB-PHASE	APPROX. DATE	DISTURBED AC.	SPRINKLER AC.	WATER TRUCK AC.	# OF TRUCKS
A1					
A2					
A3					

PHASE "B": ROUGH GRADING (MASS GRADING OF STREETS, PADS, RET. BASINS, PERIMETER WALLS)

SUB-PHASE	APPROX. DATE	DISTURBED AC.	SPRINKLER AC.	WATER TRUCK AC.	# OF TRUCKS
B1					
B2					
B3					

PHASE "C": FINISH GRADING (MAJOR UTILITY AND STREET CONSTRUCTION)

SUB-PHASE	APPROX. DATE	DISTURBED AC.	SPRINKLER AC.	WATER TRUCK AC.	# OF TRUCKS
C1					
C2					
C3					

PHASE "D": FINISH GRADING (BUILDING UTILITIES, BUILDING CONSTRUCTION, LANDSCAPING)

SUB-PHASE	APPROX. DATE	DISTURBED AC.	SPRINKLER AC.	WATER TRUCK AC.	# OF TRUCKS
D1					
D2					
D3					

FUGITIVE PM<sub>10</sub> DUST CONTROL MEASURES

HERE IS THE SUMMARIZED MATRIX OF REQUIRED DUST MITIGATION MEASURES IDENTIFIED BY PHASE:

PHASE	PRE-GRADING SITE WATERING (IRRIGATION SYSTEM FOR MIN. 72 HRS.)	SIGNS POSTED ON SITE WITH 24 HR. PHONE NUMBER(S) FOR DUST CONTROLLER	STREET FENCING ON ALL SIDES OF PROJECT LACKING EXISTING MASONRY WALLS	SITE WATERING (7 DAYS A WEEK (IRRIGATION SYSTEM, MIN. 4 TIMES PER 24 HRS., OR BY WATER TRUCKS, MIN. 4 TIMES PER 24 HRS., 1 TRUCK / 8 ACRES)	PERIMETER SPRINKLER SYSTEM (ALL SIDES, CONTINUOUS NIGHT WATERING WHEN WINDY) OR SPRINKLER SOLID FENCING OR DEEP AT OFF-STREET STORAGE AND PARKING AREAS	WHEEL CLEANING AT TRUCK EXITS, ("TRUMBLE STRIPS" DRIVE-THROUGH PONDS, GRAVEL AREAS, ETC. DETAIL METHOD ON REFERENCE MAP AT RIGHT)	INACTIVE AREA SOIL STABILIZERS (POLYMER, HYDROMULCH, APPROVED OIL OR PLANTS)	ACTIVE AREA SOIL STABILIZERS (ENVIROKLEEN, "OIL" OR SIMILAR WETTING AGENTS)	STOP ALL VEHICLE ACTIVITY EXCEPT WATER TRUCKS WHEN WIND > 25 MPH	STREET SWEEPING (WHENEVER NEEDED)	PERMANENT VEGETATION / LANDSCAPING	BLOCK WALLS	ROAD PAVING
A	X	X	X	X	X	X	X	X	X	X	X	X	X
B	X	X	X	X	X	X	X	X	X	X	X	X	X
C	X	X	X	X	X	X	X	X	X	X	X	X	X
D	X	X	X	X	X	X	X	X	X	X	X	X	X

NOTE: THESE CONTROL METHODS ARE DISCUSSED IN DETAIL IN THE "DUST CONTROL PLAN REVIEW GUIDANCE FOR LOCAL GOVERNMENT" FROM THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT, AVAILABLE FROM THE CITY OF RANCHO MIRAGE OR THE S.C.A.Q.M.D.  
PROJECT RECORDKEEPING/REPORT: RECORD ALL ACTIVITIES, CONTRACTS AND MATERIALS PURCHASES ASSOCIATED WITH BLOWNDUST/FUGITIVE DUST PROGRAM. WEEKLY REPORTS SHOULD BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT FOR REVIEW. THIS "FEEDBACK" WILL EVENTUALLY HELP THE CITY TO DETERMINE WHAT METHODS OF DUST CONTROL ARE MOST COST EFFECTIVE IN BOTH SHORT TERM AND LONG TERM SITUATIONS. SEE THE REPORT FORM THAT'S AVAILABLE FROM THE CITY OR IN THE AFORESAID DOCUMENT.

FUGITIVE PM<sub>10</sub> DUST CONTROL PROGRAM DETAILS  
EACH MITIGATION MEASURE OR CONTROL PROGRAM SHALL BE DESCRIBED IN DETAIL BELOW AND ON ADDITIONAL SHEETS AS NECESSARY. PLEASE USE THE REQUIRED DUST CONTROL PLAN EXHIBIT (AT RIGHT OR ATTACHED) TO INDICATE THE LOCATION OF ON-SITE WATER AVAILABILITY, STAGING AREAS, TEMPORARY IRRIGATION LINES, TRUCK/WHEEL WASHERS, TEMPORARY SAND FENCING, CONSTRUCTION PHASING, WORKER'S PARKING AREAS, GRAVELED ENTRANCE/EXIT, AND OTHER THINGS AS NEEDED.

PHASE "A": ROUGH GRADING (SITE PREP. & MOBILIZATION)  
GENERAL REQUIREMENTS  
1. WRITTEN AND NOTARIZED PERMISSION LETTERS SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT FROM ANY ADJACENT LAND OWNERS WHOSE PROPERTY WILL BE USED IN ANY MANNER FOR CONSTRUCTION, STAGING, ACCESS, ETC., PRIOR TO ANY SUCH USAGE. THE OWNER AND AUTHORIZED DUST CONTROLLER FOR THIS PROJECT WILL BE RESPONSIBLE FOR THE DUST CONTROL SECURITY OF ALL ON-SITE DISTURBED AREAS AS WELL AS ON THIS PROJECT. A DUST CONTROL SECURITY OF \$2,000 PER ACRE, OR AS OTHERWISE APPROVED BY THE CITY ENGINEER, SHALL BE POSTED FOR ALL AREAS TO BE DISTURBED BY THIS PROJECT. BOTH ON-SITE AND OFF-SITE DISTURBED AREAS INCLUDED IN THIS AGREEMENT SHALL BE REASON FOR THE CITY TO ASSESS ADDITIONAL CHARGES, AND POSSIBLY STOP ALL WORK ON THE SITE UNTIL THE DISTURBANCE PROPERTY IS RESTORED TO ITS ORIGINAL STATE. IT IS SUSPECTED THAT OFF-SITE AREAS MAY BE DISTURBED DURING THE WORK, SHOW THEM ON THIS PLAN AND MAKE THE APPROPRIATE ARRANGEMENTS IN ADVANCE.  
2. SAND FENCING, OF EITHER THE WOOD AND WIRE OR THE PLASTIC TYPE, SHALL BE INSTALLED AROUND THE PERIMETER OF THE PROJECT ON ALL SIDES THAT DO NOT HAVE EXISTING MASONRY WALLS OR SIMILAR SOLID FENCING OR HEDGES. THIS SERVES THE MULTIPLE PURPOSES OF: CATCHING SOME WINDBLOWN DUST; REDUCING WIND SPEEDS ON THE PROJECT PERIMETER; AND RESTRICTING VEHICULAR ACCESS POINTS INTO THE PROJECT. THIS RESTRICTED ACCESS HELPS REDUCE DAMAGE TO ANY "CRUST" OR STABILIZED SOIL ON THE PROJECT, AND ALLOWS PLACING OF THE EXIT WHERE "TRUCK OUT" CAN BE STOPPED PER #3 BELOW.  
3. PRE-WATERING SHALL COMMENCE AT LEAST THREE (3) DAYS PRIOR TO ACTUAL GRADING USING A TEMPORARY ON-SITE IRRIGATION SYSTEM. CONNECTION TO ANY EXISTING WATER SYSTEM SHALL BE DONE IN COMPLIANCE WITH C.V.M.D. TEMPORARY WATER LINES SHALL BE INSTALLED WITH A MINIMAL DISTURBANCE OF ANY OFF-SITE AREAS THEY PASS THROUGH. WHEN THE GRADING BEGINS, A SPRINKLER SYSTEM SHALL BE PLACED AROUND THE PERIMETER OF THE PROJECT, WITH FREQUENT WATERING, ESPECIALLY IN THE TYPICALLY WINDY EVENINGS. PLACING THE PERIMETER SPRINKLERS ON THE SAND FENCE KEEPS THEM SAFE AND EFFECTIVE. WATERING FOR AREAS NOT COVERED BY THE SPRINKLERS SHALL BE PROVIDED BY WATER TRUCKS. (ONE TRUCK PER 8 ACRES FOR 8 HR. WORKDAYS; SEE ABOVE.)  
4. ACTIVITY AREAS SUCH AS: EQUIPMENT STORAGE AREA, MATERIALS STORAGE AREA, TEMPORARY OFFICE TRAILERS, AND EMPLOYEE PARKING, SHOULD BE LOCATED IF POSSIBLE ON EXISTING PAVED SURFACES THAT WOULD NOT BE AFFECTED IN LIEU OF EXISTING PAVING. A SOIL STABILIZER THAT DOES NOT REQUIRE CONSTANT WATERING, SUCH AS A WASHED GRAVEL, OR "BIODEGRADABLE OIL" COULD BE USED FOR THE INITIAL STAGING AREA. ANY CHEMICALS USED MUST BE CLEARED WITH THE CITY AND REGIONAL WATER QUALITY CONTROL BOARD.

PHASE "A": ROUGH GRADING (SITE PREP. & MOBILIZATION) CONTINUED  
5. THE TIRES OF VEHICLES BEING USED ON-SITE SHOULD BE INSPECTED AND WASHED IF NECESSARY TO STOP TRACKING OF DIRT ONTO PUBLIC STREETS. IF EXTENSIVE EXPORT OR IMPORT OF DIRT IS TO BE DONE, A PAVED OR GRAVELED WHEEL WASHING AREA AT LEAST 12' WIDE BY 100' LONG SHOULD BE PROVIDED AT THE EXIT, TO FACILITATE THE INSPECTION AND CLEANING OF TIRES. "TRUMBLE STRIPS" MADE FROM LIMBER, RAILROAD TRACK, OR SIMILAR MATERIALS CAN HELP REDUCE THE MUD GETTING ONTO THE CLEANING AREA. STREET SWEEPING AND WASHING IS STILL TYPICALLY REQUIRED, BUT MAY BE REDUCED BY PROPER USE OF "WHEEL WASHING AREA" LIKE THIS. THEY ARE REQUIRED ON PROJECTS OVER 5 ACRES OR WITH OVER 5,000 CUBIC YARDS OF IMPORT OR EXPORT.  
6. A STANDARD SIGN WITH THE FOLLOWING INFORMATION MUST BE POSTED ON THE SITE, AT LEAST ONE SIGN PER FRONTING STREET. THE SIGN MUST INCLUDE: THE GRADING PERMIT NUMBER, THE PROJECT NAME, MAP NUMBER IF APPROPRIATE, THE AUTHORIZED DUST CONTROLLER PHONE NUMBER(S), THE CITY PHONE NUMBER, AND THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (S.C.A.Q.M.D.) PHONE NUMBER. THE SIGNS MUST BE OBTAINED AND INSTALLED BY THE DEVELOPER USING THE SAMPLE FORMAT. THE SIGNS MUST BE PRESENT AT THE PRE-CONSTRUCTION MEETING OR THE GRADING PERMIT WILL NOT BE ISSUED. THE DEVELOPER MUST KEEP THE CONTACT NAME AND PHONE NUMBER ACTIVE AND CURRENT AT ALL TIMES. FAILURE OF THE CONTACT SYSTEM MAY BE CONSIDERED GROUNDS FOR TEMPORARY OR PERMANENT CANCELLATION OF THE PERMIT.  
7. VEHICLES TRAVELING ON DIRT AND/OR ON UNPAVED ROADS SHOULD RESTRICT THEIR SPEED TO 15 M.P.H. MAXIMUM. SIGNS TO THAT EFFECT SHOULD BE PLACED AT THE PROJECT ENTRANCE ON PROJECTS OVER 5 ACRES TO IMPROVE COMPLIANCE.  
8. WHEN WIND SPEEDS EXCEED 25 MPH, BY CONTINUOUS ANEMOMETER READING, OR IN GUSTS AT LEAST THREE TIMES WITHIN A THIRTY MINUTE PERIOD, MEASURED ON THE SITE, VEHICULAR ACTIVITY ON THE SITE SHALL CEASE, EITHER VOLUNTARILY, OR BY CITY OR A.G.M.D. INSPECTOR NOTIFICATION, EXCEPT FOR WATER TRUCKS AND SPRINKLER-TENDING VEHICLES, IF ANY.

PHASE "B": ROUGH GRADING (MASS GRADING, PERIMETER WALLS)  
GENERAL REQUIREMENTS  
1. PRE-WATERING METHOD (AS SHOWN IN 3. OR AS DETAILED HERE): \_\_\_\_\_  
WATER AVAILABILITY, INITIAL STAGE \_\_\_\_\_  
2. OFF-SITE WORK PERMISSION NEEDED: \_\_\_\_\_  
3. ACCESS WILL BE CONTROLLED BY: \_\_\_\_\_  
4. INITIAL STAGING AREA: \_\_\_\_\_  
EQUIPMENT STORAGE \_\_\_\_\_  
TEMPORARY OFFICE \_\_\_\_\_  
EMPLOYEE PARKING \_\_\_\_\_  
5. WHEEL WASHING PROVISIONS: \_\_\_\_\_  
6. SPEED RESTRICTION SIGN LOCATION: \_\_\_\_\_  
7. NUMBER OF POSTED "DUST CONTROL SIGNS" (TYP. 1 PER FRONTING ROAD OR 1 PER 600 FEET OF FRONTAGE) \_\_\_\_\_  
8. OTHER PRELIMINARY WORK: \_\_\_\_\_

PHASE "C": FINISH GRADING (UTILITY & STREET CONST.)  
GENERAL REQUIREMENTS  
1. DIRT STOCKPILED NEXT TO UTILITY TRENCHES SHALL BE KEPT WATERED OR OTHERWISE STABILIZED OR COVERED TO HELP COUNTERACT THEIR HIGH PROFILE EXPOSURE TO THE WIND.  
2. ALL PREVIOUSLY ROUGH GRADED AREAS THAT WILL BE INACTIVE IN THIS PHASE SHOULD BE TREATED WITH A DURABLE SOIL STABILIZER OR GROUND COVER SYSTEM. IF A VEGETATED GROUND COVER IS UTILIZED IT IS ONLY NECESSARY TO GET IT INITIALLY ESTABLISHED. THE ROOT SYSTEM AND TOP STABLE MAY BE SUFFICIENT TO HOLD THE DUST EVEN IF WATERING IS DISCONTINUED.  
3. FOR TRACTS, MULTIPLE PARCELS, AND EXTENSIVE COMMERCIAL SITES, PAVED ACCESS TO THE BUILDING SITES WILL BE REQUIRED PRIOR TO FINISHING OF THE BUILDINGS. THIS CONSTRUCTION STAGE USUALLY INDICATES AN INCREASE IN THE NUMBERS OF WORKERS AND TRUCKS. ALSO, THE ROAD ACCESS TO THE SITES SHOULD BE IMPROVED FOR FIRE FIGHTING PURPOSES. IF PAVING IS DESIRED BEFORE ALL UTILITIES AND/OR LATERALS ARE INSTALLED, THE BASE LIFT OF ASPHALT IS SUFFICIENT FOR ACCESS. THE "OIL" CAN BE "DAPPED" LATER, LEAVING A FINAL SURFACE THAT IS FREE OF UTILITY CUTS AND PATCHES.  
4. AS PAVED ACCESS IS EXTENDED, THE STAGING AREA CAN BE MOVED CLOSER TO THE BUILDING SITES, AND WELL RESPONDED TO BY THE CITY ENGINEER, AND EMPLOYEE PARKING CAN BE MOVED ONTO PAVED PORTIONS OF THE SITE.

PHASE "D": FINISH GRADING (BUILDING UTILITIES, BUILDING CONSTRUCTION, LANDSCAPING)  
GENERAL REQUIREMENTS  
1. BUILDING PAD WATERING: (BY HAND WATERING AS NECESSARY AROUND BUILDING SITE)  
2. FORMWORK AND TRENCH WATERING: (BY HAND WATERING AS NECESSARY)  
3. PERIMETER LANDSCAPE SCHEDULE: (AS SOON AS POSSIBLE)  
4. OTHER: \_\_\_\_\_

PHASE "A": ROUGH GRADING (SITE PREP. & MOBILIZATION) CONTINUED  
GENERAL REQUIREMENTS  
1. HAULING PROCEDURES: (AS SHOWN ABOVE UNLESS OTHERWISE DETAILED) \_\_\_\_\_  
2. SOIL STABILIZATION METHODS:  
ACTIVE AREA WATER SCHEDULE: (MIN. 4 TIMES PER 24 HRS.) \_\_\_\_\_  
WEEKEND WATERING SCHEDULE: (MIN. 4 TIMES PER 24 HRS.) \_\_\_\_\_  
INACTIVE AREA STABILIZATION METHOD(S): (ACRYLIC POLYMER, HYDROMULCH, PLANTINGS, BIODEGRADABLE "OIL", OR AS SHOWN HERE) \_\_\_\_\_  
3. PERIMETER BLOCK WALL SCHEDULE: \_\_\_\_\_  
4. OTHER: \_\_\_\_\_

3. STREET PAVING SCHEDULE: \_\_\_\_\_  
4. STAGING AREA MOVEMENT SCHEDULE: \_\_\_\_\_  
5. OTHER: \_\_\_\_\_

PHASE "D": FINISH GRADING (BLDG. UTIL., BLDG. CONST., LANDSCAPING)  
GENERAL REQUIREMENTS  
1. THE ACTUAL BUILDING PADS MAY NOW NEED TO BE STRIPPED, SCARIFIED, AND RECOMPACTED FOR BUILDING PAD COMPACTON AND ELEVATION CERTIFICATIONS. DUST SHOULD BE KEPT DOWN BY WATERING, USUALLY BY TEMPORARY SPRINKLERS.  
2. TRENCHING FOR BUILDING UTILITIES, DRYWELL CONSTRUCTION, POOLS, AND TENNIS COURT CONSTRUCTION FORM THE BULK OF EARTHWORK AFTER THE PADS HAVE BEEN CERTIFIED. TEMPORARY SPRINKLERS MAY STILL BE USED ON THE BUILDING SITE FOR DUST CONTROL PRIOR TO THE BEGINNING OF FRAMING. TREATMENT WITH A BIODEGRADABLE "OIL" APPROVED FOR DUST CONTROL IS RECOMMENDED WHERE IT IS DIFFICULT TO WATER.  
3. ESTABLISHING THE LANDSCAPE AND SPRINKLER SYSTEM AROUND THE PERIMETER OF LARGE PROJECTS SHOULD BE DONE AT THIS STAGE. PLANTINGS AROUND THE PERIMETER SERVE AS A WIND BUFFER AND COLLECTS SYSTEM FOR DUST AND SAND. IT IS GOOD TO HAVE DUST AND SAND WELL UNDER CONTROL PRIOR TO THE BUILDING PHASE FOR THE SAKE OF CERTAIN GLUING AND PAINTING PROCESSES THAT CAN BE RUINED BY BLOWNDUST.  
4. DISTURBED AREAS AROUND BUILDINGS SHOULD BE WATERED BY HAND FOR DUST CONTROL UNTIL SUCH TIME THAT THE SPRINKLER SYSTEM IS FULLY FUNCTIONAL AND GROUND COVER AND/OR LANDSCAPING IS ESTABLISHED. IF WATERING IS DIFFICULT DUE TO BUILDING INTERFERENCE, CHEMICAL OR MULCH TREATMENTS ARE AVAILABLE THAT CAN STABILIZE THE SOIL WITHOUT FREQUENT WATERING.  
5. CONSTRUCTION DUST SUCH AS FROM CEMENT, PLASTER, PAINT OVERSPRAY, WOOD CUTTING, GRINDING OPERATIONS, ETC., SHOULD BE MINIMIZED ALSO. A PERIMETER BORDER OF SPRINKLERS AND PLANTINGS CAN SERVE TO CATCH SOME OF THIS POTENTIALLY HAZARDOUS MATERIAL AS WELL AS NATURAL DUST AND BLOWNDUST. CONCENTRATIONS OF CONSTRUCTION DUSTS CAN RESULT FROM WASHING OF EQUIPMENT AND SHOULD BE PROPERLY DISPOSED OF BEFORE THEY CAN DRY OUT AND BLOW OR BE WASHED ACROSS PROJECT BOUNDARIES.  
6. NOTE THAT SWALES SHOULD BE INSPECTED BY CITY PRIOR TO SETTING OF PERMANENT GROUND COVER OR OTHER PLANTS.

ABATEMENT OF DUST MITIGATION FAILURE  
AN IRREVOCABLE LICENSE IS HEREBY GRANTED OR CAUSED TO BE GRANTED TO PERMIT THE CITY OR HIS DESIGNEE TO ENTER UPON THE SITE UNDER THE FOLLOWING CIRCUMSTANCES:  
A. IN THE EVENT THAT WIND SPEEDS IN EXCESS OF 25 M.P.H. ARE FORECAST TO OCCUR BY THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (S.C.A.Q.M.D.) FOR A PARTICULAR DAY;  
B. IN THE EVENT OF AN ON-SITE ANEMOMETER THAT CONFORMS TO ALL S.C.A.Q.M.D. STANDARDS REGISTERING 2 WIND GUSTS IN EXCESS OF 25 M.P.H. WITHIN A CONSECUTIVE 30 MINUTE PERIOD;  
C. IN THE EVENT FUGITIVE DUST EMISSIONS ARE VISIBLE FOR A DISTANCE OF 50 FEET FROM ANY BOUNDARY LINE; OR  
D. THE CITY IS UNABLE BY TELEPHONE TO ESTABLISH A PERSONAL CONTACT WITH THE "AUTHORIZED DUST CONTROLLER" AFTER A 60 MINUTE CONSECUTIVE PERIOD WHICH SHALL START WITH THE FIRST TELEPHONE CALL, WHETHER ANSWERED OR NOT; THEN THE CITY WILL UNDERTAKE TO INITIATE ONE OR ALL OF THE BELOW LISTED ACTIONS:  
1. THE CITY WILL CAUSE THE CESSATION OF ANY ON-SITE ACTIVITY, INCLUDING BUT NOT LIMITED TO EARTH MOVING, CONSTRUCTION, DEMOLITION OR VEHICULAR MOVEMENT AND MANEUVERING. ANY WATER TRUCKS OR VEHICLES SERVICING SPRINKLERS WOULD CONTINUE.  
2. IN THE EVENT THAT AN ON-SITE IRRIGATION SYSTEM IS NOT INSTALLED AND/OR OPERATIONAL, THE CITY WILL CAUSE THE SITE TO BE WATERED OR TREATED WITH DUST CONTROL CHEMICALS. THE DUST CONTROL SECURITY WILL BE UTILIZED FIRST TO COVER ANY COSTS INCURRED. IF COSTS EXCEED ANY DUST CONTROL SECURITY REMAINING, ADDITIONAL COSTS MAY BE ASSESSED AGAINST THE OWNER OF THE PROJECT.  
3. IN THE EVENT AN ON-SITE IRRIGATION SYSTEM IS INSTALLED, BUT ITS CONTROL CLOCK HAS NOT TURNED THE SYSTEM ON WHEN NEEDED, THE CITY MAY TAKE ALL NECESSARY STEPS TO TURN ON THE SYSTEM. IF IT IS INACCESSIBLE BEHIND LOCKED GATES OR LOCKED CONTROL BOXES, AND THE CITY CAN NOT FIND THE APPROPRIATE KEYS, THE CITY MAY CUT OR BREAK LOCKS AS NECESSARY.  
E. IF IN THE OPINION OF THE CITY ENGINEER OR HIS DESIGNEE, THE INTENSITY, FREQUENCY OR DURATION OF FUGITIVE DUST EMISSIONS FROM THE SITE CONSTITUTES A HAZARD TO THE SAFETY OF THE PUBLIC BY INTRUSION BEYOND THE PROJECT BOUNDARY, THE CITY ENGINEER OR HIS DESIGNEE OR AGENT MAY IMMEDIATELY ENTER UPON THE SITE OR IMMEDIATELY TAKE OTHER SUCH ACTION AS MAY BE NECESSARY TO REMEDY THE HAZARD, SUCH AS, BUT NOT LIMITED TO COMMENCING WATERING ON THE SITE OR ORDERING THE CESSATION OF ANY EMISSION-GENERATING ACTIVITY OCCURRING ON-SITE.  
F. ANY OF THE ABOVE ACTIONS MAY BE CONSTRUCTED AS AN ABATEMENT FOR WHICH THE CITY WILL "BACK CHARGE" THE GENERAL CONTRACTOR, DEVELOPER, AND/OR THE OWNER AS THE CITY SHALL DEEM APPROPRIATE.

APPLICATION CONSENT  
FOR APPLICATION FOR A LOCAL AIR QUALITY MANAGEMENT (L.A.Q.M.P.) PLAN IS HEREBY MADE TO THE CITY ENGINEER OR HIS DESIGNEE, AS PART OF A GRADING PERMIT APPLICATION, SUBJECT TO THE CONDITIONS AND RESTRICTIONS SET FORTH HEREIN:  
1. EACH PERSON UPON WHOSE BEHALF THIS APPLICATION IS MADE AND EACH PERSON AT WHOSE REQUEST AND FOR WHOSE BENEFIT WORK IS PERFORMED UNDER THIS PERMIT, SHALL BE ISSUED AS A RESULT OF THIS APPLICATION AGREES TO, AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF RANCHO MIRAGE, ITS OFFICERS, AGENTS AND EMPLOYEES.  
2. ANY PERMIT ISSUED AS A RESULT OF THIS APPLICATION BECOMES NULL AND VOID IF WORK IS NOT COMMENCED WITHIN 90 DAYS FROM THE DATE OF ISSUANCE OF SUCH PERMIT.  
3. THE APPLICANT, OWNER, CONTRACTOR(S), SUBCONTRACTOR(S) OR OTHER AGENTS, HEIRS OR ASSIGNEES SHALL CONFORM TO THE ATTACHED DUST CONTROL PLAN AS APPROVED BY THE CITY. SAID PLAN INCLUDES NOTES AND/OR DRAWINGS OF TEMPORARY OR PERMANENT CONTROL METHODS OR DEVICES PROPOSED TO BE USED. THIS L.A.Q.M.P. SHALL BE CONSIDERED AN ADDENDUM TO, AND A NECESSARY PART OF, ANY GRADING, IMPROVEMENT, OR DEMOLITION PLAN OTHERWISE REQUIRED FOR CITY PERMITS.  
4. BY AGREEING TO CONFORM TO THIS PLAN AS APPROVED BY THE CITY, THE OWNER AND DESIGNATED "AUTHORIZED DUST CONTROLLER" DO ALSO AGREE TO ABIDE BY THE PROVISIONS OF THE ABATEMENT PROCEDURES AS SHOWN ABOVE.

OWNER'S CERTIFICATION:  
I CERTIFY THAT I HAVE READ THIS APPLICATION AND UNDERSTAND THAT I AM RESPONSIBLE FOR THE COMPLIANCE OF THIS PROJECT TO THE DUST CONTROL PROVISIONS NOTED OR REFERENCED HERE. I UNDERSTAND THAT THE DUST CONTROL SECURITY THAT I'VE POSTED WITH THE CITY MAY BE USED BY THE CITY, PLUS ADDITIONAL CHARGES IF NEEDED. IF I FAIL TO KEEP THE DUST UNDER CONTROL, I UNDERSTAND THAT DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK, FROM THE TIME THAT THIS SITE IS DISTURBED IN ANY WAY FROM THE NATURAL VEGETATED CONDITION, AND MUST CONTINUE UNTIL THE TIME THAT THE PROJECT SITE IS ACCEPTABLY RE-VEGETATED OR PAVED. RESPONSIBILITY FOR THE DUST CONTROL ON THIS SITE CAN NOT BE TRANSFERRED SOLELY BY TRANSFERRING ALL OR A PORTION OF THIS PROPERTY TO OTHER PEOPLE. A REPLACEMENT L.A.Q.M.P. AND DUST CONTROL SECURITY MUST BE SUBMITTED FOR ANY TRANSFERRED PORTION. HEREBY AUTHORIZE THE PERSON LISTED BELOW AS "AUTHORIZED DUST CONTROLLER" TO BE MY REPRESENTATIVE AND CONTACT PERSON FOR ALL DUST COMPLAINTS INVOLVING THIS PROJECT. I CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I AGREE TO COMPLY WITH CITY ORDINANCE 398 (MUN. CODE SEC. 15.32) AND ALL LAWS RELATING TO GRADING OPERATIONS. I AUTHORIZE REPRESENTATIVES OF THE CITY OF RANCHO MIRAGE TO ENTER UPON THE ABOVE-MENTIONED PROPERTY FOR INSPECTION AND/OR ABATEMENT PURPOSES, AND I AGREE TO HOLD HARMLESS THE CITY AND ITS REPRESENTATIVES FROM LIABILITY FOR ANY ACTIONS RELATED TO THIS PERMIT.

OWNER'S NAME(S) \_\_\_\_\_  
OWNER'S ADDRESS \_\_\_\_\_  
OWNER'S SIGNATURE(S) \_\_\_\_\_  
DATE \_\_\_\_\_  
AUTHORIZED DUST CONTROLLER CERTIFICATION: # \_\_\_\_\_  
I CERTIFY THAT I HAVE READ THIS APPLICATION AND UNDERSTAND THAT I AM RESPONSIBLE FOR THE COMPLIANCE OF THIS PROJECT TO THE DUST CONTROL PROVISIONS NOTED OR REFERENCED HERE. AS THE "AUTHORIZED DUST CONTROLLER" FOR THIS PROJECT I WILL HAVE MY PHONE NUMBER ON THE DUST CONTROL SIGN AND WILL RESPOND TO COMPLAINTS WITHIN THE 1 HOUR LIMIT. I UNDERSTAND THAT DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK, FROM THE TIME THAT THIS SITE IS DISTURBED IN ANY WAY FROM THE NATURAL VEGETATED CONDITION, AND MUST CONTINUE UNTIL THE TIME THAT THE PROJECT SITE IS ACCEPTABLY RE-VEGETATED OR PAVED. DUST CONTROLLER NAME (PRINT) \_\_\_\_\_  
DUST CONTROLLER ADDRESS \_\_\_\_\_  
DUST CONTROLLER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
CONTACT PHONE NUMBERS (24HR) \_\_\_\_\_

PHASE "A": ROUGH GRADING (SITE PREP. & MOBILIZATION) CONTINUED

PROJECT SIZE	0-1 ACRE	1-10 ACRE	OVER 10 ACRE
24 HR. NAME	2"	3"	4"
24 HR. PH. #	2"	3"	4"
24 HR. NAME, PH. #	2"	3"	4"
24 HR. NAME, PH. #, ADDRESS	3"	4.5"	6"
24 HR. NAME, PH. #, ADDRESS, CITY	1.5"	2.25"	3"
24 HR. NAME, PH. #, ADDRESS, CITY, A.P.N.	1.5"	2.25"	3"

CONTRASTING COLOR, TYPICALLY BLACK LETTERS ON WHITE BACKGROUND

DUST CONTROL SIGN CRITERIA

PHASE "B": ROUGH GRADING (MASS GRADING, PERIMETER WALLS)  
GENERAL REQUIREMENTS  
1. BUILDING PAD WATERING: (BY HAND WATERING AS NECESSARY AROUND BUILDING SITE)  
2. FORMWORK AND TRENCH WATERING: (BY HAND WATERING AS NECESSARY)  
3. PERIMETER LANDSCAPE SCHEDULE: (AS SOON AS POSSIBLE)  
4. OTHER: \_\_\_\_\_

PHASE "C": FINISH GRADING (UTILITY & STREET CONST.)  
GENERAL REQUIREMENTS  
1. DIRT STOCKPILED NEXT TO UTILITY TRENCHES SHALL BE KEPT WATERED OR OTHERWISE STABILIZED OR COVERED TO HELP COUNTERACT THEIR HIGH PROFILE EXPOSURE TO THE WIND.  
2. ALL PREVIOUSLY ROUGH GRADED AREAS THAT WILL BE INACTIVE IN THIS PHASE SHOULD BE TREATED WITH A DURABLE SOIL STABILIZER OR GROUND COVER SYSTEM. IF A VEGETATED GROUND COVER IS UTILIZED IT IS ONLY NECESSARY TO GET IT INITIALLY ESTABLISHED. THE ROOT SYSTEM AND TOP STABLE MAY BE SUFFICIENT TO HOLD THE DUST EVEN IF WATERING IS DISCONTINUED.  
3. FOR TRACTS, MULTIPLE PARCELS, AND EXTENSIVE COMMERCIAL SITES, PAVED ACCESS TO THE BUILDING SITES WILL BE REQUIRED PRIOR TO FINISHING OF THE BUILDINGS. THIS CONSTRUCTION STAGE USUALLY INDICATES AN INCREASE IN THE NUMBERS OF WORKERS AND TRUCKS. ALSO, THE ROAD ACCESS TO THE SITES SHOULD BE IMPROVED FOR FIRE FIGHTING PURPOSES. IF PAVING IS DESIRED BEFORE ALL UTILITIES AND/OR LATERALS ARE INSTALLED, THE BASE LIFT OF ASPHALT IS SUFFICIENT FOR ACCESS. THE "OIL" CAN BE "DAPPED" LATER, LEAVING A FINAL SURFACE THAT IS FREE OF UTILITY CUTS AND PATCHES.  
4. AS PAVED ACCESS IS EXTENDED, THE STAGING AREA CAN BE MOVED CLOSER TO THE BUILDING SITES, AND WELL RESPONDED TO BY THE CITY ENGINEER, AND EMPLOYEE PARKING CAN BE MOVED ONTO PAVED PORTIONS OF THE SITE.

PHASE "D": FINISH GRADING (BUILDING UTILITIES, BUILDING CONSTRUCTION, LANDSCAPING)  
GENERAL REQUIREMENTS  
1. BUILDING PAD WATERING: (BY HAND WATERING AS NECESSARY AROUND BUILDING SITE)  
2. FORMWORK AND TRENCH WATERING: (BY HAND WATERING AS NECESSARY)  
3. PERIMETER LANDSCAPE SCHEDULE: (AS SOON AS POSSIBLE)  
4. OTHER: \_\_\_\_\_

OWNER'S CERTIFICATION:  
I CERTIFY THAT I HAVE READ THIS APPLICATION AND UNDERSTAND THAT I AM RESPONSIBLE FOR THE COMPLIANCE OF THIS PROJECT TO THE DUST CONTROL PROVISIONS NOTED OR REFERENCED HERE. I UNDERSTAND THAT THE DUST CONTROL SECURITY THAT I'VE POSTED WITH THE CITY MAY BE USED BY THE CITY, PLUS ADDITIONAL CHARGES IF NEEDED. IF I FAIL TO KEEP THE DUST UNDER CONTROL, I UNDERSTAND THAT DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK, FROM THE TIME THAT THIS SITE IS DISTURBED IN ANY WAY FROM THE NATURAL VEGETATED CONDITION, AND MUST CONTINUE UNTIL THE TIME THAT THE PROJECT SITE IS ACCEPTABLY RE-VEGETATED OR PAVED. RESPONSIBILITY FOR THE DUST CONTROL ON THIS SITE CAN NOT BE TRANSFERRED SOLELY BY TRANSFERRING ALL OR A PORTION OF THIS PROPERTY TO OTHER PEOPLE. A REPLACEMENT L.A.Q.M.P. AND DUST CONTROL SECURITY MUST BE SUBMITTED FOR ANY TRANSFERRED PORTION. HEREBY AUTHORIZE THE PERSON LISTED BELOW AS "AUTHORIZED DUST CONTROLLER" TO BE MY REPRESENTATIVE AND CONTACT PERSON FOR ALL DUST COMPLAINTS INVOLVING THIS PROJECT. I CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I AGREE TO COMPLY WITH CITY ORDINANCE 398 (MUN. CODE SEC. 15.32) AND ALL LAWS RELATING TO GRADING OPERATIONS. I AUTHORIZE REPRESENTATIVES OF THE CITY OF RANCHO MIRAGE TO ENTER UPON THE ABOVE-MENTIONED PROPERTY FOR INSPECTION AND/OR ABATEMENT PURPOSES, AND I AGREE TO HOLD HARMLESS THE CITY AND ITS REPRESENTATIVES FROM LIABILITY FOR ANY ACTIONS RELATED TO THIS PERMIT.

OWNER'S NAME(S) \_\_\_\_\_  
OWNER'S ADDRESS \_\_\_\_\_  
OWNER'S SIGNATURE(S) \_\_\_\_\_  
DATE \_\_\_\_\_  
AUTHORIZED DUST CONTROLLER CERTIFICATION: # \_\_\_\_\_  
I CERTIFY THAT I HAVE READ THIS APPLICATION AND UNDERSTAND THAT I AM RESPONSIBLE FOR THE COMPLIANCE OF THIS PROJECT TO THE DUST CONTROL PROVISIONS NOTED OR REFERENCED HERE. I UNDERSTAND THAT THE DUST CONTROL SECURITY THAT I'VE POSTED WITH THE CITY MAY BE USED BY THE CITY, PLUS ADDITIONAL CHARGES IF NEEDED. IF I FAIL TO KEEP THE DUST UNDER CONTROL, I UNDERSTAND THAT DUST CONTROL IS REQUIRED 24 HOURS A DAY, 7 DAYS A WEEK, FROM THE TIME THAT THIS SITE IS DISTURBED IN ANY WAY FROM THE NATURAL VEGETATED CONDITION, AND MUST CONTINUE UNTIL THE TIME THAT THE PROJECT SITE IS ACCEPTABLY RE-VEGETATED OR PAVED. DUST CONTROLLER NAME (PRINT) \_\_\_\_\_  
DUST CONTROLLER ADDRESS \_\_\_\_\_  
DUST CONTROLLER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
CONTACT PHONE NUMBERS (24HR) \_\_\_\_\_

PREPARED BY: \_\_\_\_\_ CERT. # \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
ADDRESS, PH. \_\_\_\_\_  
APPROVED BY CITY OF RANCHO MIRAGE: \_\_\_\_\_  
WILLIAM A. ENOS, CITY ENGINEER  
R.C.E. 43910, EXP. 6/30/2008

CITY OF RANCHO MIRAGE		SHEET _____
LOCAL AIR QUALITY MANAGEMENT PLAN		OF _____
PM <sub>10</sub> DUST MITIGATION		GRADING PERMIT # _____
PROJECT NAME _____	A.P.N. _____	E _____
SITE ADDRESS _____	SEC. _____, T. _____, S. _____, R. _____, S.B. & M. _____	

NOTICE: PROJECTS OF 10 ACRES OR LARGER MUST ALSO FILE THE 8.5"x11" FORM WITH THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SEE THEIR WEB SITE OR CITY ENGINEERING FOR APPROPRIATE FORMS)

VICINITY MAP / HAUL ROUTE  
NOT TO SCALE

ADD A DRAWING HERE FOR SPECIAL DUST CONTROL ITEMS NOT TYPICALLY SHOWN ON GRADING PLANS, SUCH AS: TRUCK WHEEL WASH AREAS, EMPLOYEE PARKING AREAS, WATER TOWER LOCATIONS, HAUL ROAD DETAILS, SPEED SIGN LOCATION, SAND FENCE LOCATIONS, PERIMETER SPRINKLER LOCATIONS, STAGING AREAS, BORROW PITS, ETC. IF ALL REQUIRED FEATURES ARE ALREADY SHOWN ON THE GRADING PLAN WHICH IS ATTACHED, OWNER INITIAL HERE.