

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
Dept.: City Manager
Subject: AGREEMENT WITH C.A. ODELL
GENERAL ENGINEERING

From: Kimberly Huy
Dept.: Community Services
Date: August 24, 2010

OBJECTIVE

To request City Council approval of an Agreement with C.A. Odell General Engineering for the installation of pre-casted skate ramps, landscaping, and surrounding concrete work for the skate spots at Garden Grove Park.

BACKGROUND

Over the years, staff has considered the potential development of a skate park to accommodate skateboarders, skaters, and bicyclists. At the September 8, 2009, City Council Study Session, staff presented information regarding skate spots and in-ground concrete skate parks. At this session, City Council directed staff to move forward with the development of two (2) skate spots to be constructed, one at Garden Grove Park and another at West Haven Park. The skate spots are made of pre-casted concrete skating components and are a cost effective alternative to an in-ground concrete skate park. The American Ramp Company was awarded the contract to design skate spots at both Garden Grove Park and West Haven Park.

DISCUSSION

In May 2010, a formal invitation to bid for the installation of the pre-casted ramps, landscaping, and concrete work at Garden Grove Park resulted in no response to the bid. Subsequently, staff obtained three (3) informal proposals from general contractors for this project. Staff has reviewed all proposals received, and selected C.A. Odell General Engineering to complete the installation of pre-casted ramps, landscaping, and concrete work at Garden Grove Park.

FINANCIAL IMPACT

The Agreement with C.A. Odell General Engineering is \$68,071 for the installation of pre-casted skate ramps, landscaping, and surrounding concrete work. There are sufficient funds available in the Park Development Fund for this project.

AGREEMENT WITH C.A. ODELL GENERAL ENGINEERING

August 24, 2010

Page 2

RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement with C.A. Odell General Engineering for the installation of pre-casted skate ramps, landscaping and surrounding concrete work at Garden Grove Park in the amount of \$68,071;
- Authorize the City Manager to execute the Agreement; and
- Authorize the allocation of funding for this project from the Park Development Fund.


KIMBERLY HUY
Community Services Director

By: 
John Montanez
Supervisor

Attachment: Project Agreement

Recommended for Approval


Matthew Fertal
City Manager

SECTION 4 - AGREEMENT

PROJECT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2010, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **C.A. ODELL GENERAL ENGINEERING**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

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

CITY desires to utilize the services of CONTRACTOR for Provide all Labor, Material and Equipment to Perform the following: Demolition of Existing Landscape; Grade Site to Install Pre-Casted Skate Ramps and Surrounding Concrete Work at Garden Grove Park.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

4.0 **Compensation.** CONTRACTOR shall be compensated as follows:

Compensation under this agreement shall be a Firm Fixed Price (FFP) in the amount of **SIXTY EIGHT THOUSAND AND SEVENTY ONE dollars (\$68,071)** payable in arrears. Payment for work under this Agreement shall be made per invoice for work completed. All work shall be in accordance with the Specifications and Drawings, which are attached as Attachment "A" and are incorporated herein by reference. Any additional items will be based on the Proposal Sheets, which are attached as Attachment "B" and are incorporated herein by reference. Any additional work requires prior authorization by the CITY.

4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

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

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

4.3 Project. The **PROJECT is described as:** Provide all Labor, Material and Equipment to Perform the following: Demolition of Existing Landscape; Grade Site to Install Pre-Casted Skate Ramps and Surrounding Concrete Work at Garden Grove Park.

4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications entitled: Provide all Labor, Material and Equipment to Perform the following: Demolition of Existing Landscape; Grade Site to Install Pre-Casted Skate Ramps and Surrounding Concrete Work at Garden Grove Park. Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City, which are also incorporated herein and referred to by reference.

4.5 Time of Commencement and Completion. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from issuance of the "Notice to Proceed" sent by City, and the project shall be completed within **thirty (30) working days**, excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.

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

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

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

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

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

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

4.9 Changes in Project.

4.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. in the Specifications (including drawings and designs);
- b. in the time, method or manner of performance of the work;

- c. in the City-furnished facilities, equipment, materials, services or site; or
- d. directing acceleration in the performance of the work.

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

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

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

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

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

4.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and

the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

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

4.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety percent (90%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain ten percent (10%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

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

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

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

4.14 Contractor's Employee Compensation.

4.14.1 General Prevailing Rate. CITY has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and over time work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the Office of the City Engineer. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.

4.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

4.14.3 Travel and Subsistence Pay. Section 1773.8 of the Labor Code of the State of California, regarding the payment of travel and subsistence payments, is applicable to this Contract and CONTRACTOR shall comply therewith.

4.14.4 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days, or more; or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more for five (5) working days or more.

4.14.5 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him there under except as provided in paragraph (4.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et sep.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

4.14.6 Records of wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent have authority over such matters. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all the provisions of Labor Code Section 1776, in general.

4.15 Surety Bonds. CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. The Surety Company must have an AM Best rating of A-, VII or better.

4.16 Insurance.

4.16.1 CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

4.16.2 CONTRACTOR and all subcontractors will carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue an endorsement to the policy evidencing same.

4.16.3 CONTRACTOR shall at all times carry, for all operations hereunder policies of insurance for: (1) bodily injury, including death, and property damage liability insurance; (2) auto liability including mobile equipment if any, for bodily injury and property damage coverage; (3) and builders' all risk insurance. All insurance coverage shall be in amounts specified by CITY in Section 4.16.4 Insurance Requirements. CONTRACTOR shall provide evidence of insurance coverage by the issuance of a certificate of insurance and endorsements in a form prescribed by the CITY. Policies shall be underwritten by insurance companies satisfactory to CITY for all operations, subcontract work, contractual obligations, on-going, products and completed operations, all hired, leased, owned and non-owned vehicles, and mobile equipment if any. Said insurance coverage obtained by the CONTRACTOR, excepting workers' compensation coverage, shall name the CITY, its Officers, Agents, Employees, Engineers, and

Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY, as additional insured on said policies.

For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR'S insurance and shall not contribute with it

- 4.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be canceled without thirty (30) days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is satisfactorily and fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a **Best's Guide Rate of A-Class VII or better** (claims made and modified occurrence policies are not acceptable)

COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers

INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's

Guide Rating of A-, Class VII or better, as approved by the CITY.

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

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. An endorsement for mobile equipment shall be provided if necessary.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

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

4.18 Termination.

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

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

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

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

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

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

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this

Contract and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

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

To:

a. (CONTRACTOR)
CA Odell General Engineering
Attention: Calvin A. Odell
5401 Meadow Circle
Huntington Beach, CA 92649

b. (Address of City Purchasing) (with a copy to):

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

4.21. Payment of Taxes: The contract prices paid for the work shall include full compensation for all taxes which CONTRACTOR is required to pay, whether imposed by Federal, State or local government.

4.22 Safety Provisions: CONTRACTOR shall conform to the rules and regulations established by the California Division of Industrial Safety.

\\ \\ \\

(Contract Signature Block On Next Page)

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

Date: 8-18-10

**"CITY"
CITY OF GARDEN GROVE**

By: _____
City Manager

ATTEST:

City Clerk

Date: _____

**"CONTRACTOR"
C.A. ODELL GENERAL ENGINEERING**

Contractor's State Lic. No. 423746 A-B

Expiration Date. 5-31-12

By: Calvin Odell

Title: Contractor/owner

Date: 8-19-10

Tax ID No. 55-549-44-2174

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

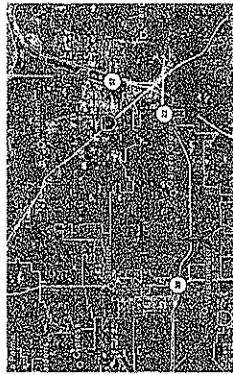
APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

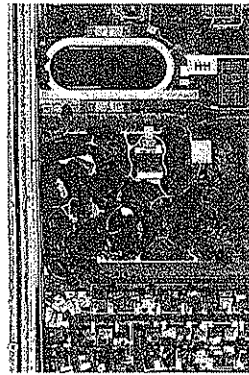
8/18/10
Date



CONSTRUCTION DOCUMENTS: GARDEN GROVE PARK SKATEPARK GARDEN GROVE, CALIFORNIA



PROJECT VICINITY MAP



PROJECT LOCATION MAP

SHEET INDEX:

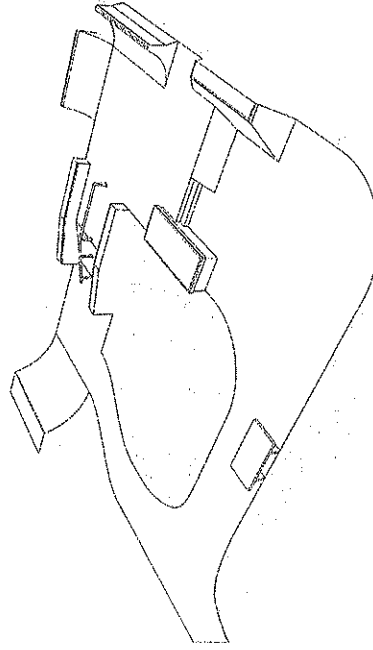
SP-0	SKATEPARK PROJECT NOTES
SP-1	SKATEPARK GRADING PLAN
SP-1A	SKATEPARK EROSION PLAN
SP-2	SKATEPARK SUBSUMP PLAN
SP-3	SKATEPARK ELEVATIONS
SP-4	DETAILS
SP-5	DETAILS



800-227-2600
Call 2 Full Working Days In Advance

2022C UNIFORM COLOR CODE

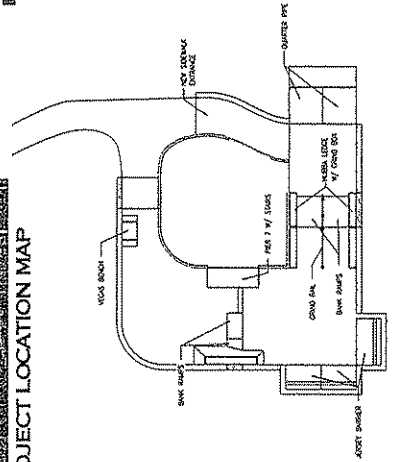
1000	1000 - Personnel
2000	2000 - Temporary Safety Warning
3000	3000 - Temporary Safety Warning
4000	4000 - Temporary Safety Warning
5000	5000 - Temporary Safety Warning
6000	6000 - Temporary Safety Warning
7000	7000 - Temporary Safety Warning
8000	8000 - Temporary Safety Warning
9000	9000 - Temporary Safety Warning
10000	10000 - Temporary Safety Warning
11000	11000 - Temporary Safety Warning
12000	12000 - Temporary Safety Warning
13000	13000 - Temporary Safety Warning
14000	14000 - Temporary Safety Warning
15000	15000 - Temporary Safety Warning
16000	16000 - Temporary Safety Warning
17000	17000 - Temporary Safety Warning
18000	18000 - Temporary Safety Warning
19000	19000 - Temporary Safety Warning
20000	20000 - Temporary Safety Warning
21000	21000 - Temporary Safety Warning
22000	22000 - Temporary Safety Warning
23000	23000 - Temporary Safety Warning
24000	24000 - Temporary Safety Warning
25000	25000 - Temporary Safety Warning
26000	26000 - Temporary Safety Warning
27000	27000 - Temporary Safety Warning
28000	28000 - Temporary Safety Warning
29000	29000 - Temporary Safety Warning
30000	30000 - Temporary Safety Warning
31000	31000 - Temporary Safety Warning
32000	32000 - Temporary Safety Warning
33000	33000 - Temporary Safety Warning
34000	34000 - Temporary Safety Warning
35000	35000 - Temporary Safety Warning
36000	36000 - Temporary Safety Warning
37000	37000 - Temporary Safety Warning
38000	38000 - Temporary Safety Warning
39000	39000 - Temporary Safety Warning
40000	40000 - Temporary Safety Warning
41000	41000 - Temporary Safety Warning
42000	42000 - Temporary Safety Warning
43000	43000 - Temporary Safety Warning
44000	44000 - Temporary Safety Warning
45000	45000 - Temporary Safety Warning
46000	46000 - Temporary Safety Warning
47000	47000 - Temporary Safety Warning
48000	48000 - Temporary Safety Warning
49000	49000 - Temporary Safety Warning
50000	50000 - Temporary Safety Warning
51000	51000 - Temporary Safety Warning
52000	52000 - Temporary Safety Warning
53000	53000 - Temporary Safety Warning
54000	54000 - Temporary Safety Warning
55000	55000 - Temporary Safety Warning
56000	56000 - Temporary Safety Warning
57000	57000 - Temporary Safety Warning
58000	58000 - Temporary Safety Warning
59000	59000 - Temporary Safety Warning
60000	60000 - Temporary Safety Warning
61000	61000 - Temporary Safety Warning
62000	62000 - Temporary Safety Warning
63000	63000 - Temporary Safety Warning
64000	64000 - Temporary Safety Warning
65000	65000 - Temporary Safety Warning
66000	66000 - Temporary Safety Warning
67000	67000 - Temporary Safety Warning
68000	68000 - Temporary Safety Warning
69000	69000 - Temporary Safety Warning
70000	70000 - Temporary Safety Warning
71000	71000 - Temporary Safety Warning
72000	72000 - Temporary Safety Warning
73000	73000 - Temporary Safety Warning
74000	74000 - Temporary Safety Warning
75000	75000 - Temporary Safety Warning
76000	76000 - Temporary Safety Warning
77000	77000 - Temporary Safety Warning
78000	78000 - Temporary Safety Warning
79000	79000 - Temporary Safety Warning
80000	80000 - Temporary Safety Warning
81000	81000 - Temporary Safety Warning
82000	82000 - Temporary Safety Warning
83000	83000 - Temporary Safety Warning
84000	84000 - Temporary Safety Warning
85000	85000 - Temporary Safety Warning
86000	86000 - Temporary Safety Warning
87000	87000 - Temporary Safety Warning
88000	88000 - Temporary Safety Warning
89000	89000 - Temporary Safety Warning
90000	90000 - Temporary Safety Warning
91000	91000 - Temporary Safety Warning
92000	92000 - Temporary Safety Warning
93000	93000 - Temporary Safety Warning
94000	94000 - Temporary Safety Warning
95000	95000 - Temporary Safety Warning
96000	96000 - Temporary Safety Warning
97000	97000 - Temporary Safety Warning
98000	98000 - Temporary Safety Warning
99000	99000 - Temporary Safety Warning
100000	100000 - Temporary Safety Warning



SKATEPARK COMPUTER MODEL VIEW #1
COMPUTER MODEL FOR GENERAL REFERENCE ONLY



SKATEPARK COMPUTER MODEL VIEW #2
COMPUTER MODEL FOR GENERAL REFERENCE ONLY

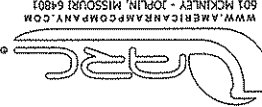


SKATEPARK ELEMENTS MAP
NORTH TO SCALE

SKATEPARK NOTES

GARDEN GROVE PARK SKATEPARK GARDEN GROVE, CA

SP-O
 DRAWN BY: J. HETHORN
 CHECKED BY: M. LEONE
 DATE: AS NOTED
 PROJECT NO: 2429

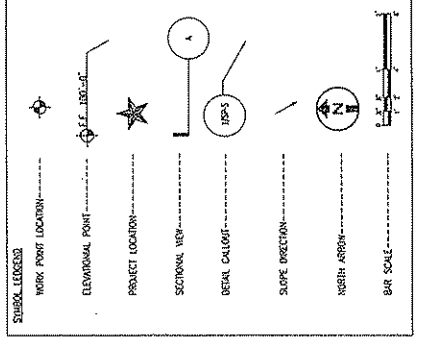


NO.	REVISION	DATE
1	ISSUE FOR CONSTRUCTION	08/27/01
2	REVISED	09/11/01
3	REVISED	09/11/01
4	REVISED	09/11/01
5	REVISED	09/11/01
6	REVISED	09/11/01
7	REVISED	09/11/01
8	REVISED	09/11/01
9	REVISED	09/11/01
10	REVISED	09/11/01
11	REVISED	09/11/01
12	REVISED	09/11/01
13	REVISED	09/11/01
14	REVISED	09/11/01
15	REVISED	09/11/01
16	REVISED	09/11/01
17	REVISED	09/11/01
18	REVISED	09/11/01
19	REVISED	09/11/01
20	REVISED	09/11/01
21	REVISED	09/11/01
22	REVISED	09/11/01
23	REVISED	09/11/01
24	REVISED	09/11/01
25	REVISED	09/11/01
26	REVISED	09/11/01
27	REVISED	09/11/01
28	REVISED	09/11/01
29	REVISED	09/11/01
30	REVISED	09/11/01
31	REVISED	09/11/01
32	REVISED	09/11/01
33	REVISED	09/11/01
34	REVISED	09/11/01
35	REVISED	09/11/01
36	REVISED	09/11/01
37	REVISED	09/11/01
38	REVISED	09/11/01
39	REVISED	09/11/01
40	REVISED	09/11/01
41	REVISED	09/11/01
42	REVISED	09/11/01
43	REVISED	09/11/01
44	REVISED	09/11/01
45	REVISED	09/11/01
46	REVISED	09/11/01
47	REVISED	09/11/01
48	REVISED	09/11/01
49	REVISED	09/11/01
50	REVISED	09/11/01

- ### GENERAL ABBREVIATIONS:
- FF ----- FINISHED FLOOR
 - W.P.L. ----- WORK POINT LOCATION
 - ELK ----- ELEVATION
 - T.O.P. ----- TOP OF PAVEMENT
 - T.O.L. ----- TOP OF LEDE
 - T.O.S. ----- TOP OF STRUCTURE
 - T.O.R. ----- TOP OF RAIL
 - C.C. ----- ON CENTER
 - C.A. INT ----- CENTER TO CENTER
 - EA INT ----- EACH WAY
 - TP ----- TYPICAL
 - IP ----- IRON PIN



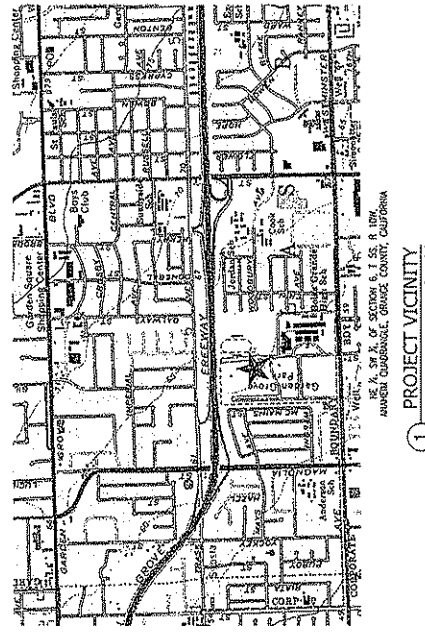
Scale: NONE
 EACH SHEET IN THIS SET CONTAINS A BAR SCALE FOR INTERSECTION IN THE FIELD. ALL DIMENSIONS ON THE SHEET TAKE PRECEDENCE OVER THE SCALED DIMENSIONS. EACH DRAWING WITH A BAR SCALE MEANS THAT THE BAR SCALE IS PRESENT, THEN THERE IS NO SCALE TO THAT DRAWING/DETAIL, AND SHOULD NOT BE SCALED FROM.



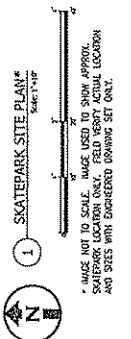
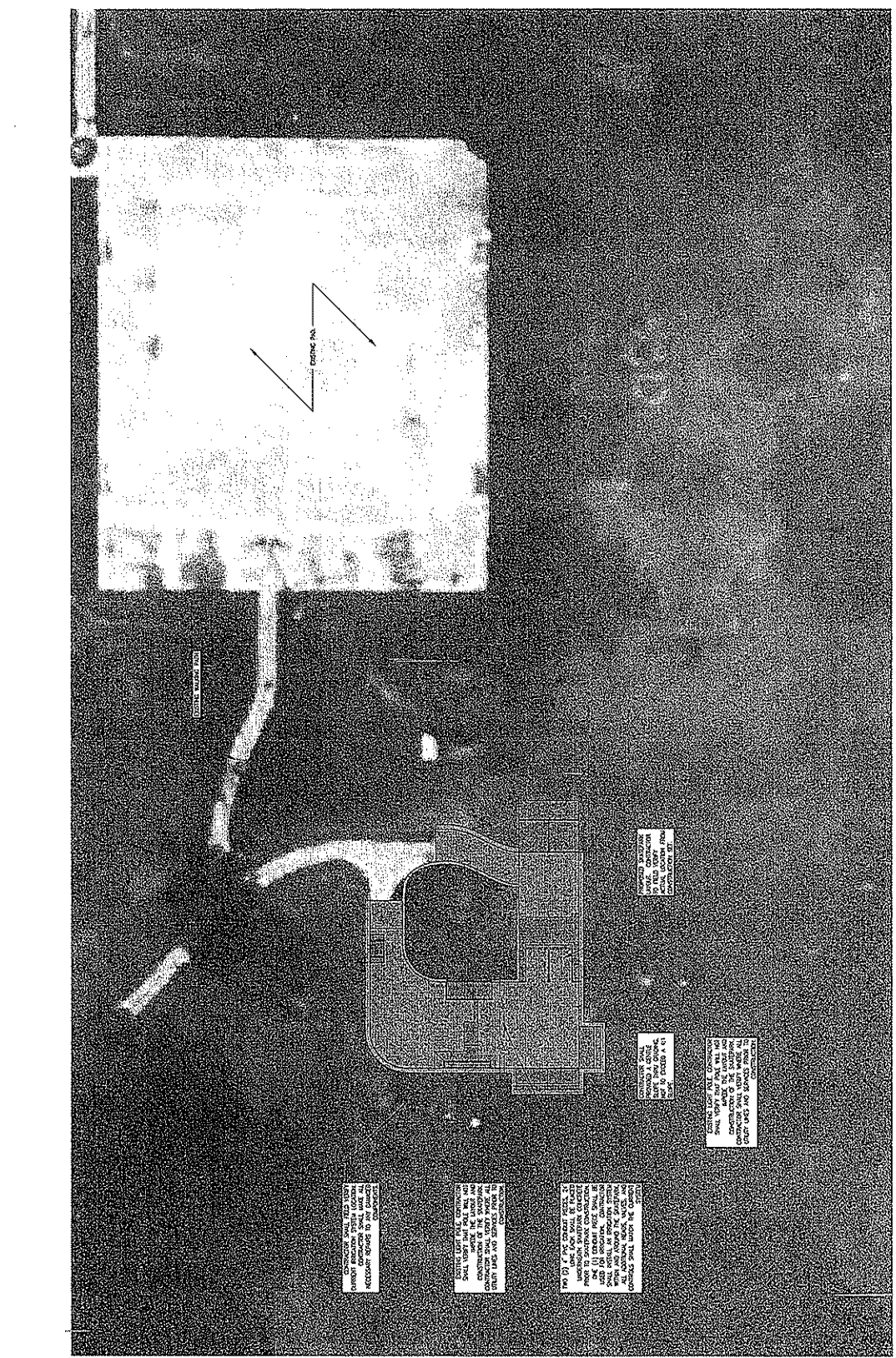
- ### CONSTRUCTION NOTES:
- IN THE AREA OF THE SKATEPARK EXISTING ORGANIC MATERIAL, UNDESIRABLE SOIL, UNDESIRABLE ROOTS, AND OTHER OBSTRUCTIONS SHALL BE REMOVED. FILL MATERIAL REQUIRED SHALL BE OF A SHARPER TYPE OF SOIL THAT IS PRESENT AT THE SITE. EXISTING LAND LIFT VALUES BELOW 4.5 AND PLASTIC CONTENT SHALL BE ALIGNED IN STRONGHOLD FILL MATERIAL. ALL FILL MATERIAL SHALL BE PLACED IN LIFTS NO GREATER THAN 6" IN DEPTH AND SHALL BE COMPACTED TO A MOISTURE CONTENT OF 2% ABOVE OR BELOW OPTIMAL. ADEQUATE FIELD DENSITY AND MOISTURE CONTENT TESTS SHALL BE SUBMITTED TO VERIFY COMPLIANCE WITH THE ABOVE SPECIFICATIONS.
 - ALL SOIL BELOW SLABS AND FOOTINGS SHALL BE TO A MINIMUM OF 10% MOISTURE AND SHALL BE COMPACTED TO A DENSITY OF 95% OF THE UNSATURATED MOISTURE DENSITY AND SHALL BE TESTED TO VERIFY COMPLIANCE WITH THE ABOVE SPECIFICATIONS.
 - TESTING OF CONTROLLED STRUCTURAL FILL SHALL BE PERFORMED BY A QUALIFIED TEST LABORATORY RETAINED BY THE GENERAL CONTRACTOR AND APPROVED BY THE OWNER. SOIL COMPRESSION TESTING SHALL BE AS ORDERED BY THE ARCHITECT AND NUMBER OF TESTS NECESSARY TO VERIFY COMPLIANCE.
 - BEARING CAPACITIES OF THE BOTTOM OF CONCRETE SHALL BE DETERMINED FROM MEASUREMENTS OF PENETRATION OR FROM LABORATORY TESTING. CONTACT THE ENGINEER FOR NEW BEARING SPECIFICATIONS.
 - EXCAVATION FOR FOOTINGS SHALL BE CUT TO ADEQUATE SIZE AND DIMENSIONS AS SHOWN ON PLANS. THE MINIMUM ELEVATIONS SPECIFIED. CONTACT THE ENGINEER FOR NEW BEARING SPECIFICATIONS.
 - ALL LOOSE SOILS OR SOILS SLOTTED DUE TO MOISTURE COLLECTION IN THE TRENCH AFTER EXCAVATION SHOULD BE REMOVED BEFORE CONCRETING.
 - EXTREME CARE SHOULD BE TAKEN DURING EXCAVATION TO AVOID UNDERMINING OR WEAKENING OF EXISTING FOUNDATIONS.
 - LEVEL OUT BOTTOM OF EXCAVATIONS FOR STRUCTURES. DO NOT LEAVE WOOD SPOTS. THE EXCAVATION FOR FOUNDATIONS SHALL BE TO A MINIMUM OF 12" BELOW THE SLAB AND FOOTINGS SHALL BE PROPERLY COMPACTED AND THE SUBGRADE BROUGHT UP TO A MINIMUM OF 12" ABOVE FINISH GRADE AND VENTILATED BEFORE POURING CONCRETE.

- ### SKATEPARK NOTES:
- ALL SKATEPARK CONCRETE SHALL BE REINFORCED WITH #4 REINFORCING BARS @ 17" O.C., BOTH DIRECTIONS. SEE DETAILS FOR SLAB THICKNESS VALUE.
 - ALL EDGES AND CORNERS OF CONCRETE FEATURES SHALL HAVE A 3/4" RADIUS UNLESS NOTED OTHERWISE ON PLANS.
 - CONTRACTOR SHALL VERIFY AND CORRECT ALL FINISH GRADES AND CORNER ELEVATIONS PRIOR TO POURING CONCRETE. CONTRACTOR SHALL REPORT IMMEDIATELY TO THE OWNER'S REPRESENTATIVE ANY CONFLICTS OR DISCREPANCIES FOUND.
 - CONTRACTOR SHALL REMOVE ANY RAIN WATER OR DEBRIS FROM SITE PRIOR TO, AND DURING CONSTRUCTION, AS REQUIRED, PRIOR TO POURING ANY CONCRETE ON SITE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ALL GROUND ELEVATIONS, INVERT AREAS, AND OVERALL TOPOGRAPHY OF THE SKATEPARK TO BE CONSTRUCTED. CONTRACTOR SHALL REPORT IMMEDIATELY TO THE OWNER'S REPRESENTATIVE ANY CONFLICTS OR DISCREPANCIES FOUND WITH ANY ELEVATIONS, INVERT AREAS, ETC., PRIOR TO START OF CONSTRUCTION. ANY IMPROVEMENTS TO MATERIALS REQUIRED WILL NOT RESULT IN ADDITIONAL COMPENSATION.
 - CONTRACTOR SHALL OBTAIN A PROJECT SPECIFIC GEOTECHNICAL REPORT PRIOR TO START OF ANY CONSTRUCTION. ALL SOILS TO BE USED SHALL BE TESTED TO VERIFY COMPLIANCE WITH THE ABOVE SPECIFICATIONS AND REQUIREMENTS.
 - NOTED AUGUST 2008: USE TO THESE PROCEEDINGS OVER ANY SCALED DIMENSIONS. AND IN NO WAY SHALL THE CONTRACTOR SCALE ANY DIMENSIONS DIRECTLY FROM THIS SET. CONTRACTOR SHALL REPORT IMMEDIATELY TO THE OWNER'S REPRESENTATIVE ANY CONFLICTS OR DISCREPANCIES FOUND ON SITE.
 - ALL SKATEPARK CONCRETE SHALL HAVE A SMOOTH HARD FINISH.
 - ANY CHANGES OR DEVIATIONS IN THE CONSTRUCTION OF THE SKATEPARK, WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY CHANGES OR DISCREPANCIES FOUND ON SITE, SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT FOR REVIEW AND APPROVAL.
 - ALL REINFORCING BARS SHALL HAVE A 3/4" OVERLAP. TOP. SEE SPECIFICATIONS FOR FURTHER DETAILS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY, INTERPRETATION OF VERTICALS, AND CONSTRUCTION STAKING.

- ### CONCRETE NOTES:
- ALL CONCRETE CONSTRUCTION SHALL CONFORM TO AMERICAN CONCRETE INSTITUTE'S "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318 - LATEST EDITION) AND SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 308 - LATEST EDITION).
 - REINFORCEMENT SHALL CONFORM TO ASTM SPECIFICATIONS FOR BARS AND WELDED WIRE FABRIC. ALL BARS SHALL BE PLACED IN LIFTS NO GREATER THAN 6" IN DEPTH AND SHALL BE COMPACTED TO A MOISTURE CONTENT OF 2% ABOVE OR BELOW OPTIMAL. ADEQUATE FIELD DENSITY AND MOISTURE CONTENT TESTS SHALL BE SUBMITTED TO VERIFY COMPLIANCE WITH THE ABOVE SPECIFICATIONS.
 - MINIMUM COVER FOR REINFORCEMENT IN SITE-CAST CONCRETE SHALL BE AS FOLLOWS:
 CONCRETE CAST AGAINST EARTH:-----3"
 CONCRETE CAST TO WEATHER OR EXPOSED:
 (FORMED) #2 BAR & LARGER:-----3"
 (FORMED) #4 BAR AND SMALLER:-----2"
 - ALL VERTICAL SURFACES OF FOUNDATIONS, INCLUDING FOOTINGS, SHALL BE FORMED (WOOD AND/OR METAL) UNLESS PRIOR APPROVAL IS RECEIVED IN WRITING.
 - FLOOR SLAB CONSTRUCTION SHALL BE SUCH THAT PREPARER ELEVATIONS AND SCREENED LINES ARE ESTABLISHED SO THAT THERE IS NO POURING IN THE FINISH WORK.
 - JOINT MATERIAL FOR SW JOINTS AND CONSTRUCTION JOINTS SHALL BE "TOP NOT" OR APPROVED EQUIVALENT, INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS, AND SHALL CONFORM TO THE 2003 IBC.
 - CONTRACTOR SHALL REPAIR ALL CRACKS AND DISCREPANCIES LARGER THAN 1/8" (1.2mm).
 - ALL CONCRETE WORK, DURING THE USE OF THE STRUCTURE, SHALL BE SUBJECT TO FREEDOM OF SHRINKAGE. WHEN WET, SHALL HAVE A WATER/CEMENT RATIO TO NOT EXCEED 0.53 BY WEIGHT AND SHALL BE PROTECTED FROM DRYING OUT. THE CONTRACTOR SHALL PROTECT ALL SUCH CONCRETE FROM DRYING OUT, PERMEATION PENETRATORS, CORROSION CORNERS AND OUTLETS, ETC.
 - CONCRETE SHALL BE 4" (101.6mm) COMPACTED TO NOT LESS THAN 95% OF MAX. STANDARD PROCTOR DENSITY. ALL CONCRETE SHALL BE TESTED TO VERIFY COMPLIANCE WITH THE ABOVE SPECIFICATIONS AND REQUIREMENTS. ALL CONCRETE SHALL BE TESTED TO VERIFY COMPLIANCE WITH THE ABOVE SPECIFICATIONS AND REQUIREMENTS. ALL CONCRETE SHALL BE TESTED TO VERIFY COMPLIANCE WITH THE ABOVE SPECIFICATIONS AND REQUIREMENTS. ALL CONCRETE SHALL BE TESTED TO VERIFY COMPLIANCE WITH THE ABOVE SPECIFICATIONS AND REQUIREMENTS.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE SAFETY AND PERFORMANCE REQUIREMENTS PERTAINING TO IN-CORPORATED SKATEPARK FACILITIES AS SPECIFIED IN THE STANDARD CODE FOR IN-CORPORATED CONCRETE SKATEPARK ASH (F-4-06).
 - SECURE ALL REINFORCING, ANCHOR BOLTS, NUTS, ETC. BEFORE IN PLACE PRIOR TO POURING CONCRETE.
 - ALL REBAR SHALL BE COLD BENT.
 - REMOVE FORMS AT FOLLOWING MINIMUM TIMES AFTER POURING, UNLESS OTHERWISE NOTED: SLAB EDGES = 24 HOURS, AT WALLS LESS THAN 4'-0" (1.22m) HIGH = 36 HOURS.
 - CONCRETE CONTRACTORS SHALL BE WASH AND TESTED BY AN INDEPENDENT TESTING LABORATORY RETAINED BY THE ARCHITECT. ALL CONCRETE CONTRACTORS SHALL BE SUBMITTED AND APPROVED PRIOR TO THE POUR IF NO TEST SAMPLES ARE TAKEN FOR POURS LESS THAN 50 CUBIC YARDS (380m³).
 - DURING THE CURING PERIOD, CONCRETE SHALL BE MAINTAINED AT A TEMPERATURE ABOVE 40°F (4°C) AND IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS. ALL CONCRETE CONTRACTORS MUST FOR 72 HOURS KEEP PLACEMENT IS COMPLETE. FINAL CURING SHALL CONTINUE FOR SEVEN DAYS AFTER PLACEMENT AND SHALL CONSIDER ALL APPLICABLE SPECIFICATIONS. ALL CONCRETE CONTRACTORS SHALL APPLY AT A RATE SUFFICIENT TO RETAIN MOISTURE, BUT NOT LESS THAN 1 GALLON (4.54L) PER 200 SQUARE FEET (18.58m²). COVER CONCRETE WITH PLYWOOD OR SCUMS ON THE PLANS. (1.5x2x4) AND TAPE, WEIGHT DOWN THE PLASTIC AS NEEDED.



PROJECT VICINITY
 ANIMUS QUADRANGLE, GARDNER COUNTY, CALIFORNIA



PROPOSED UNUSUAL DESIGN:
 1. POWER LINES (40'-) WIDE TO BE AS SHOWN IN THE 100' BY 100' PLOT. APPROX. 100' TO JURY EXISTING UTILITIES. SHOWN STRONG SHALL BE THE EXISTING UTILITIES.
 2. AS SHOWN IN THE 100' BY 100' PLOT, THE EXISTING UTILITIES SHALL BE AS SHOWN IN THE 100' BY 100' PLOT. APPROX. 100' TO JURY EXISTING UTILITIES. SHOWN STRONG SHALL BE THE EXISTING UTILITIES.

THE SKATEPARK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GARDEN GROVE, CALIFORNIA, LOCAL ORDINANCE 15.08.010, WHICH IS INCORPORATED BY REFERENCE INTO THIS CONTRACT. THE SKATEPARK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GARDEN GROVE, CALIFORNIA, LOCAL ORDINANCE 15.08.010, WHICH IS INCORPORATED BY REFERENCE INTO THIS CONTRACT. THE SKATEPARK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GARDEN GROVE, CALIFORNIA, LOCAL ORDINANCE 15.08.010, WHICH IS INCORPORATED BY REFERENCE INTO THIS CONTRACT.

NO.	DESCRIPTION	DATE
1	ISSUE FOR CONSTRUCTION	11/11/11
2	REVISION	
3	DATE	

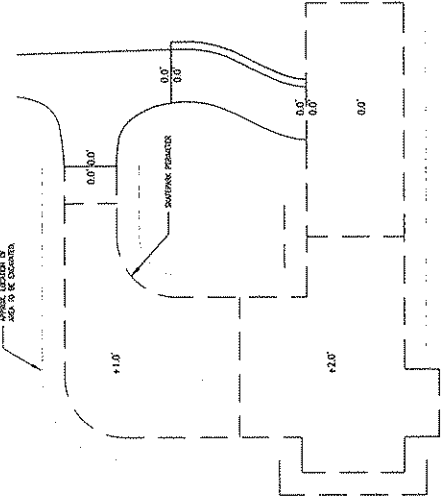
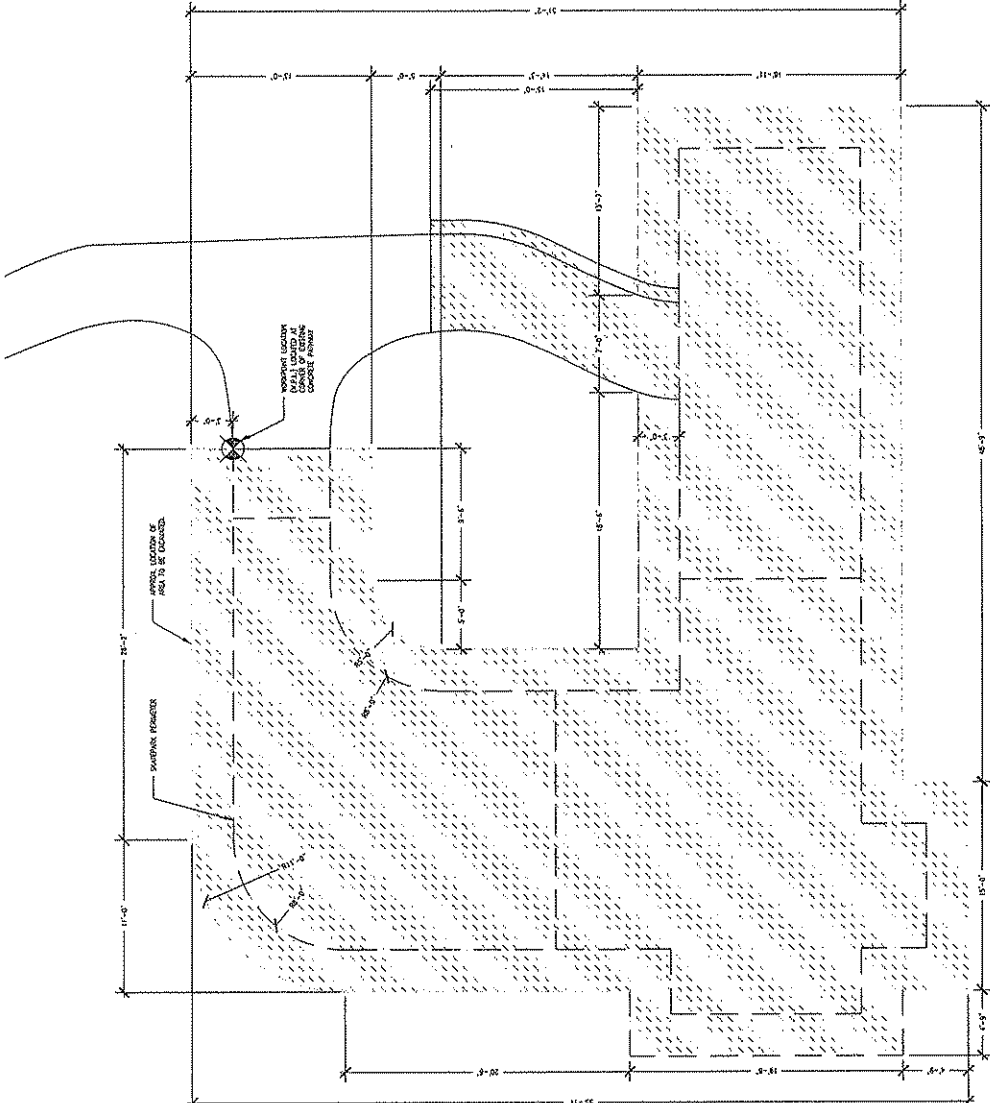
SKATEPARK EXCAVATION PLAN GARDEN GROVE PARK SKATEPARK GARDEN GROVE, CA

W&M ENGINEERING
WWW.WMENGINEERING.COM
601 MCKHLEY - JOPLIN, MISSOURI 64801

Drawn by: J. HETHMON
Checked by: M. LEONE
Date: AS NOTED
Project No.: 2433
Drawing: SP-1

No.	Description	Date
1	Issue for Construction	
2	Revision	
3	Revision	

- GENERAL NOTES:**
1. PRIOR TO ANY EARTHWORK, CONTRACTOR SHALL NOTIFY ALL UTILITIES IN THE AREA OF WORK AND OBTAIN RECORD DRAWINGS. ALL UTILITIES SHALL BE PROTECTED AND MARKED. W.P.L. SHALL NOT BE PLACED UNTIL THIS HAS BEEN COMPLETED IN ACCORDANCE WITH LOCAL/STATE REGULATIONS.
 2. BEGIN MARKING OUT SITE BY PLACING A STAKE OR "P" INTO W.P.L., THEN MEASURE OUT FROM THE POINT TO ACCURATELY FIND EACH OTHER POINT IN PROJECT.
 3. W.P.L. SHALL ALSO BE USED TO MEASURE THE DISTANCE FROM EXCAVATION TO ANY UTILITIES OR IN EXIST LOCATIONS FOR ALL MEASUREMENTS. IF W.P.L. IS IN THE WAY FOR EXCAVATION, CONTRACTOR IS ADVISED TO MARK THE SPOT WITH A STAKE AND TO BE PLACED IN THE SAME POSITION MARK POINT AFTER EXCAVATION HAS FINISHED.
- REGULATORY NOTES:**
1. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO NOT DAMAGE ANYTHING OUTSIDE OF THE EXCAVATION AREA. IF DAMAGE IS DONE, THE CONTRACTOR SOLELY SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION TO ORIGINAL CONDITIONS TO RETURN AREAS TO PRIOR STATE BEFORE CONSTRUCTION.
 2. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WASTE GENERATED FROM CONSTRUCTION OR DEMOLITION IS DISPOSED OF PROPERLY IN ACCORDANCE WITH LOCAL LAWS.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE DRAINAGE. HURDLE DOTES, SIX FENCES OR SIX FENCIBLES SHALL BE INSTALLED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SIGN OFF THAT WILL NEED TO BE OBTAINED OR REQUIRED.



AREA TO BE EXCAVATED. AREA WILL NEED TO BE PREPARED FOR NEW PAVING. REFER TO SECTION VIEWS FOR MORE INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL AND ANY SPS GENERATED FROM SITE EXCAVATION.



1 SKATEPARK EXCAVATION
Scale: 1/4" = 1'-0"



2 HEIGHT REFERENCE DIAGRAM
Scale: AS NOTED

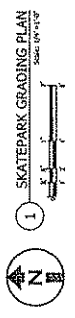
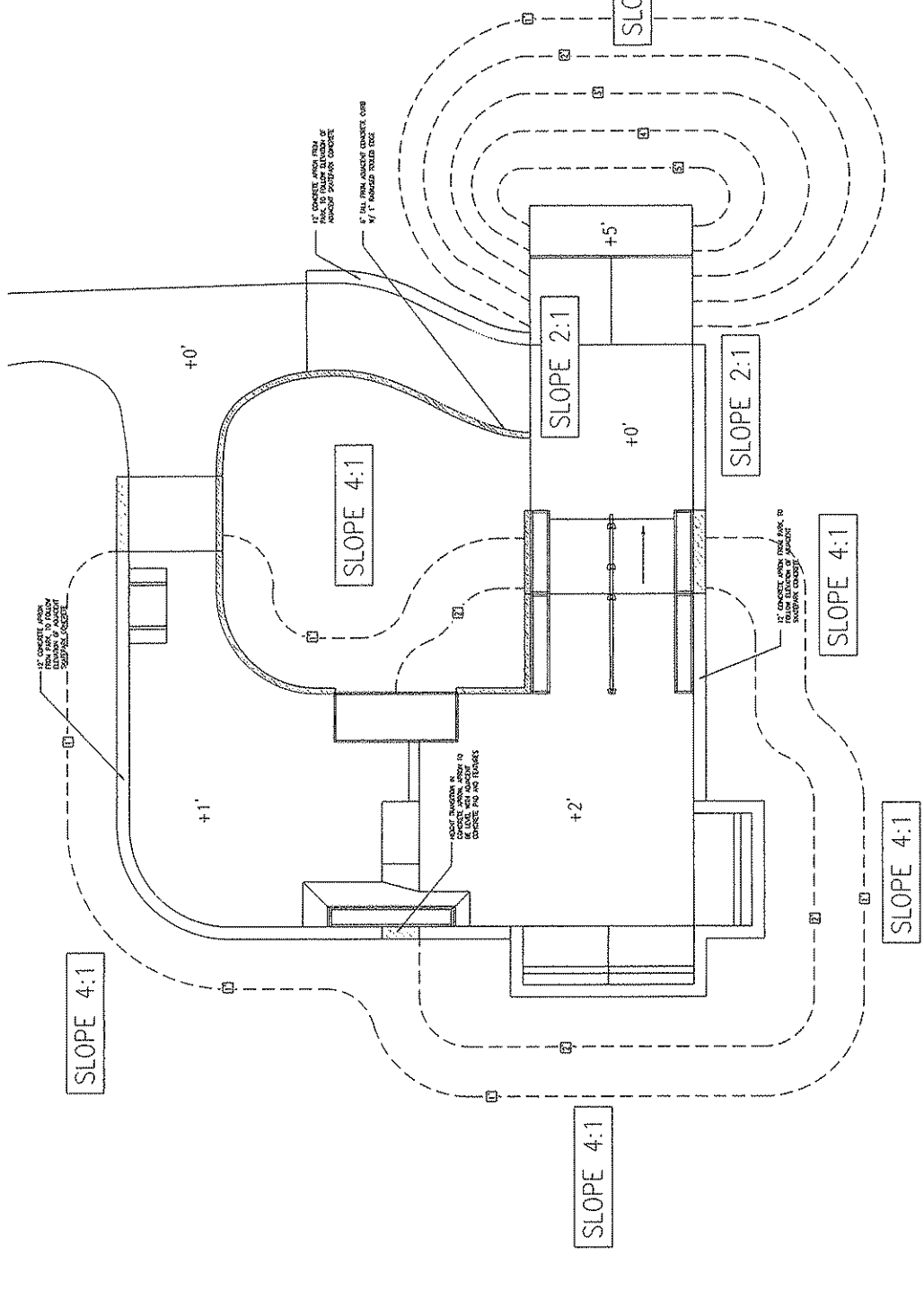
DATE	DESCRIPTION
1	ISSUE FOR CONSTRUCTION
2	REVISION 1
3	
4	

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES PRIOR TO THE START OF CONSTRUCTION.

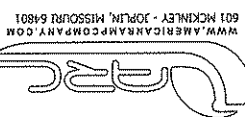
- GENERAL NOTES:**
1. PRIOR TO ANY EARTHWORK, CONTRACTOR SHALL VERIFY ALL UTILITIES IN THE AREA OF WORK AND HAVE RECEIVED ALL LOCATIONS OF UTILITIES. ALL UTILITIES SHALL BE PROTECTED AND NOT MOVED OR DELETED. ALL UTILITIES SHALL BE REPAIRED OR REPLACED IN ACCORDANCE WITH LOCAL/STATE REGULATIONS.
 2. BEGIN MARKING OF SITE BY PLACING A STAKE OR UP AND WALK. THEN MEASURE OUT FROM THE POINT TO ACCURATELY FIND EACH OTHER POINT IN PROJECT.
 3. W.P.A.L. SHALL ALSO BE USED TO MEASURE THE LOCATIONS FOR THE SUB GRADE. LEAVE STAKE OR W.P.A.L. IN PLACE UNTIL ALL WORK IS COMPLETED. CONTRACTOR IS ADVISED TO MARK THE SPOT WITH W.P.A.L. IN THE WAY FOR EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE USE IN PROJECT. MARK POINT AFTER EXCAVATION IS FINISHED.

REMARKS/NOTES:

1. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES OUTSIDE OF THE EXCAVATION AREA. IF DAMAGE IS DONE TO ANY UTILITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS ASSOCIATED WITH REPAIRS NEEDED TO RETURN TO PRIOR STATE BEFORE CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FROM LOCAL, STATE OR FEDERAL AUTHORITIES IN ACCORDANCE WITH LOCAL LAWS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE DRAINAGE, WALKABLE DICES, SAFETY FENCES, OR SAFETY SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SPOT OFF THAT WILL NEED TO BE REPAIRED OR REPAIRED.



SKATEPARK GRADING PLAN
GARDEN GROVE PARK SKATEPARK
GARDEN GROVE, CA

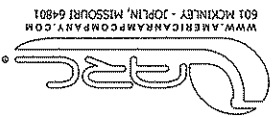


WWW.AMERICANRAMP.COM
 601 MCKINLEY - JOLIET, MISSOURI 64801

DESIGNED BY: J. HETHMON
 DRAWN BY: M. LEONE
 CHECKED BY: AS NOTED
 PROJECT NO: 2493
 SHEET NO: SP-1A

SKATEPARK GRADING PLAN

NO.	REVISION	DATE
1	ISSUE FOR CONSTRUCTION	10/1/12
2	REVISED	10/1/12
3	REVISED	10/1/12
4	REVISED	10/1/12



SKATEPARK SUBSLAB PLAN
 GARDEN GROVE PARK SKATEPARK
 GARDEN GROVE, CA

Prepared by: J. HETHMON
 Checked by: M. LEONE
 Date: 10/1/12
 Project No.: 2433
 Drawing No.: SP-2

GENERAL NOTES:

1. SITE SHALL HAVE ALL SUB SLABS UNIFORMALLY SLOPED IN ONE DIRECTION TO ALLOW PROPER DRAINAGE AT THE RATE OF 1% TO 2% SLOPE, MIN. OF 0.5%.
2. ALL SOIL USED IN CONSTRUCTION SHALL BE MAX. 4" MAX. SIZE AND MUST BE COMPACTED PRIOR TO ANY POURING OF CONCRETE ON SITE.
3. CONTRACTOR SHALL TAKE ALL PRECAUTIONS ON SLOPES TO PREVENT EROSION AND SOIL LOSS. SOILS OR ANY BALE DICES, AS IN ACCORDANCE WITH STATE/COUNTY REGULATIONS.

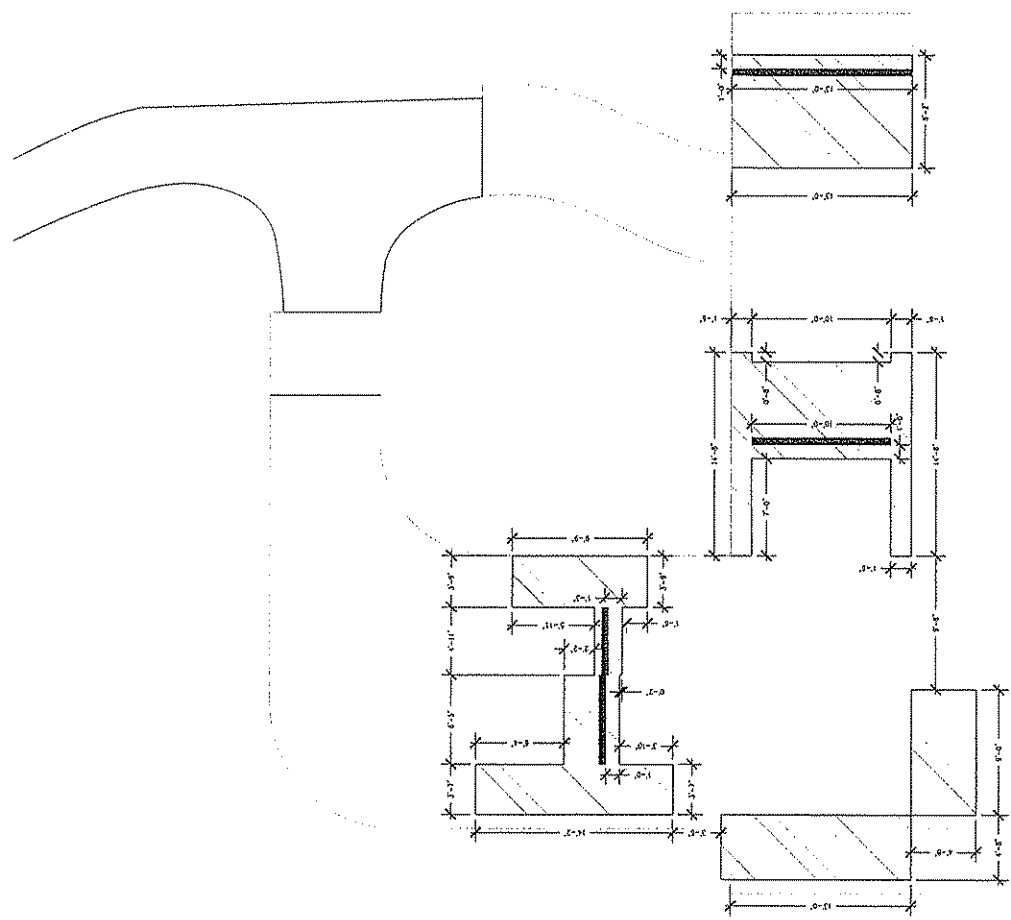
SUBSLAB NOTES:

1. SUBSLABS SHALL HAVE A HARD SMOOTH TROWEL SURFACE.
2. MAX. 1% MINOR SLOPE. SLOPE SHALL BE DIRECTED DOWNHILL IN ACCORDANCE WITH SITE PHYSICAL LAYOUT. EXPOSED SLAB TO BE DIRECTED TO FLOW ONE DIRECTION.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO SLAB BEING POURED.
4. CONCRETE SHALL BE RATED AT MIN. 4000 PSI.
5. CONTRACTOR SHALL POUR ALL SUBSLABS. RETAINING WALLS PROVIDED BY OTHERS.

SUBSLABS, REFER TO SECTIONS AND DETAILS FOR FURTHER INFORMATION ON SIZE AND SPECIAL CONDITIONS.



RETAINING WALLS, REFER TO SP-4 AND SP-5 FOR HEIGHTS, INFORMATION, AND DETAILS.

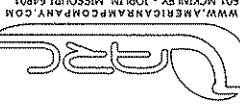


1 SKATEPARK SUBSLAB/RETAINING WALLS
 Scale: 1/4" = 1'-0"



NO.	DESCRIPTION	DATE
1	ISSUE FOR CONSTRUCTION	08/20/14
2	REVISION	
3		
4		

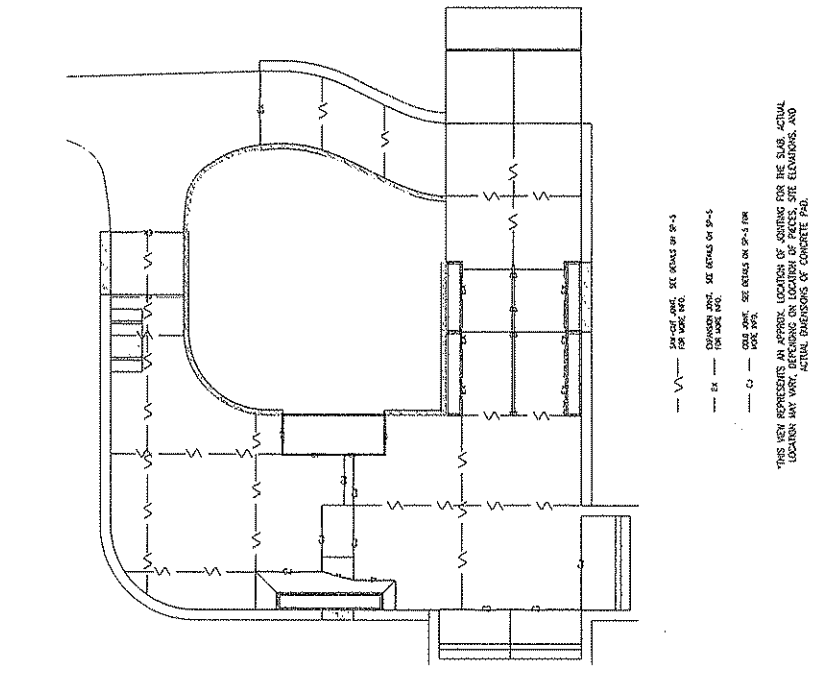
THIS DRAWING IS THE PROPERTY OF W.W. MERRILL & COMPANY, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF W.W. MERRILL & COMPANY, INC. IS STRICTLY PROHIBITED. ANY SUCH REUSE OR MODIFICATION IS AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO W.W. MERRILL & COMPANY, INC.



W.W. MERRILL & COMPANY, INC.
601 MCKINLEY - JOPLIN, MISSOURI 64801

SKATEPARK LAYOUT PLAN
GARDEN GROVE PARK SKATEPARK
GARDEN GROVE, CA

J. HETHMON
W. LEONE
AS NOTED
2423
SP-3

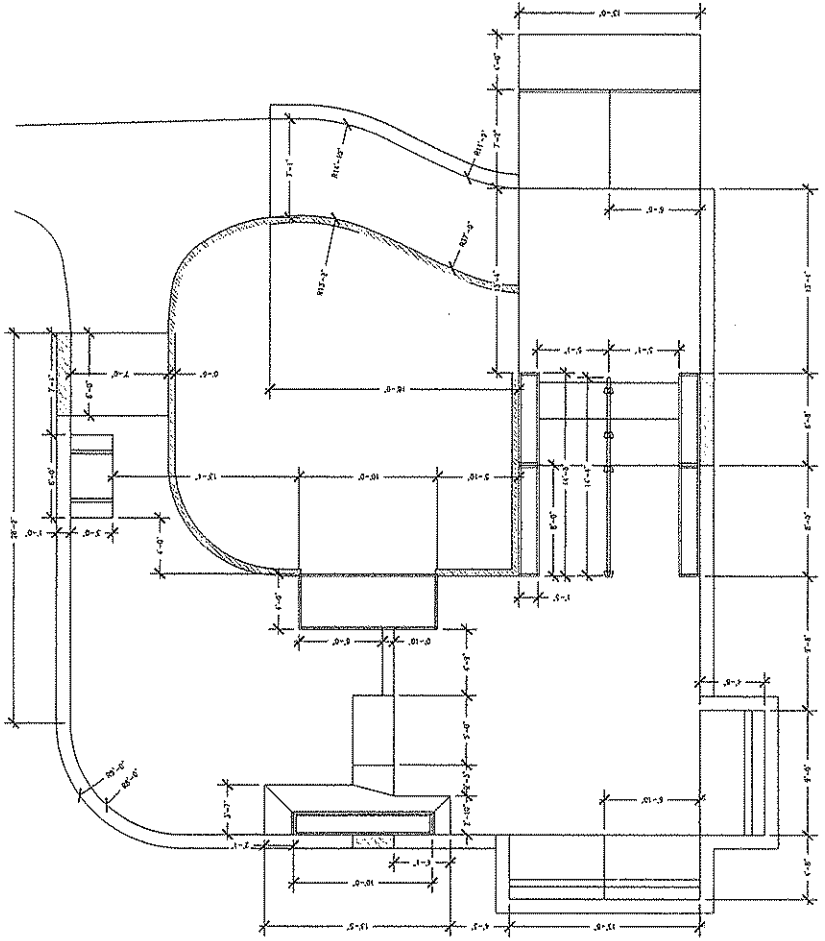


- Saw-cut joint. See notes on 9-3 for work info.
- Expansion joint. See notes on 9-4 for work info.
- Old work. See notes on 9-3 for work info.

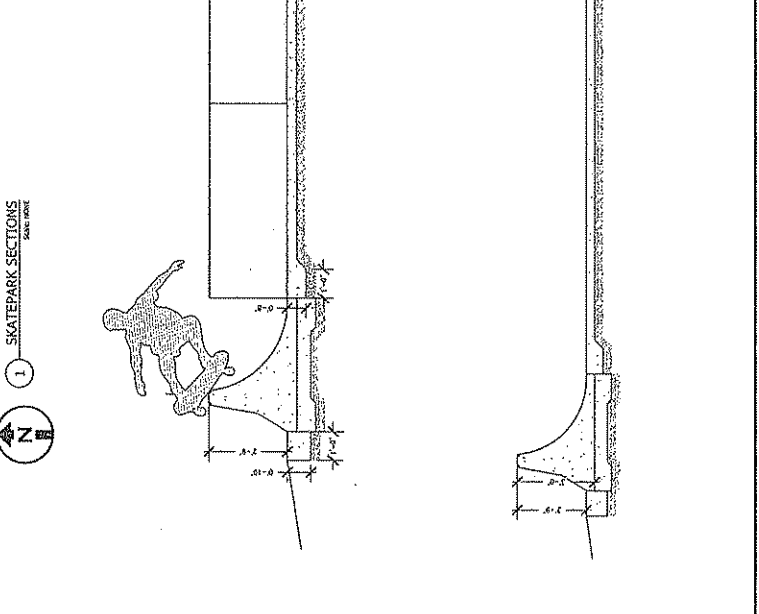
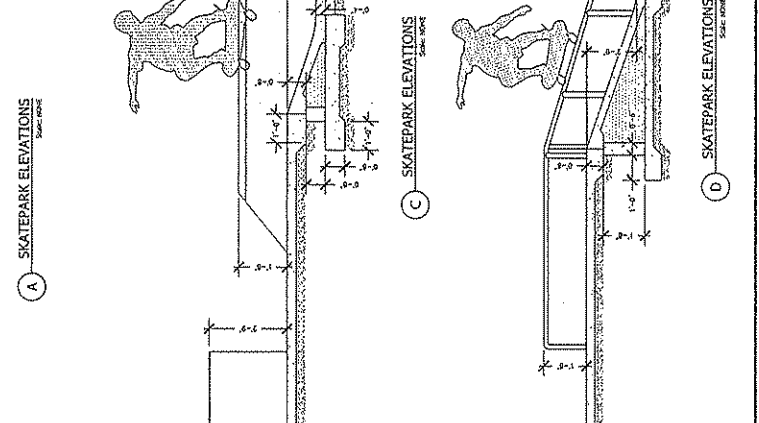
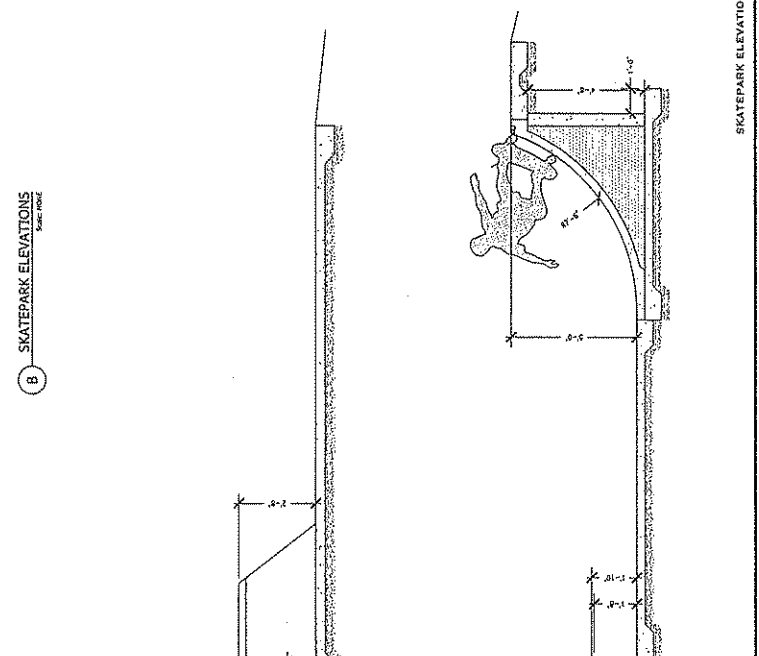
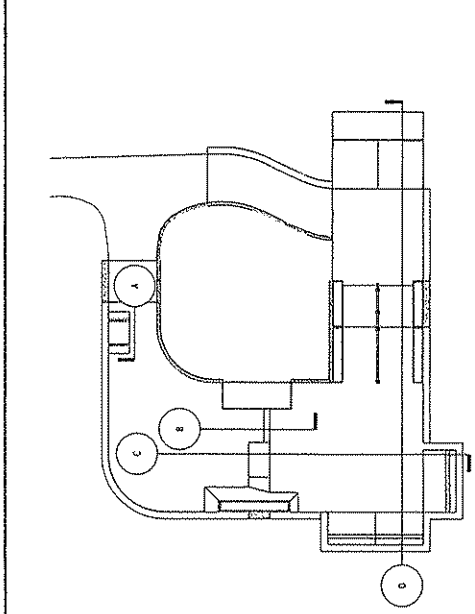
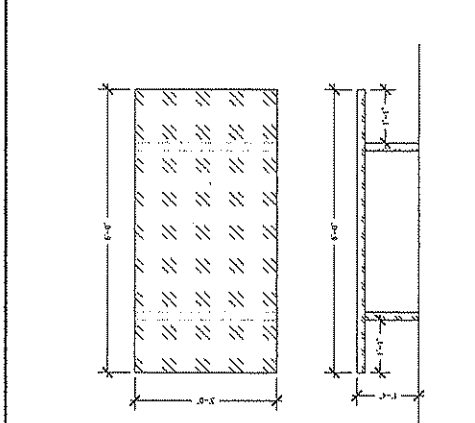
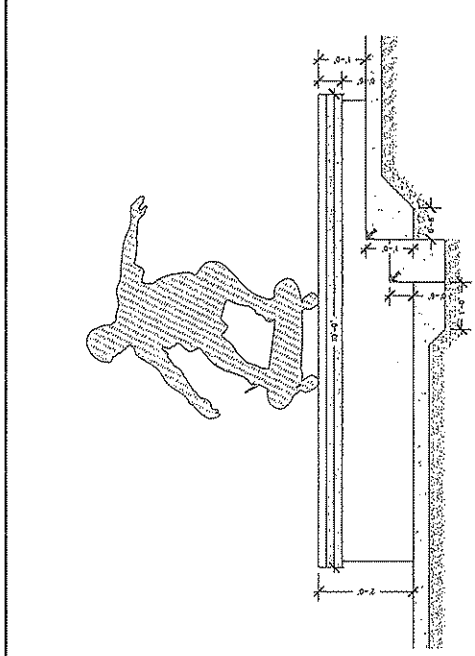
*THIS VIEW REPRESENTS AN APPROX. LOCATION OF JOINTING FOR THE SLAB. ACTUAL LOCATION MAY VARY, DEPENDING ON LOCATION OF REIN. SITE ELEVATIONS, AND ACTUAL DIMENSIONS OF CONCRETE PAD.

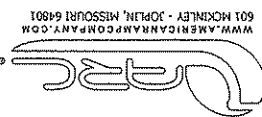


2 SKATEPARK JOINTING PLAN



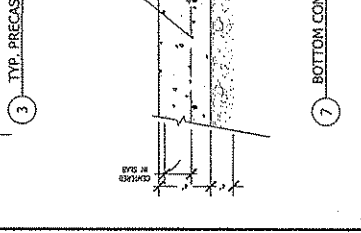
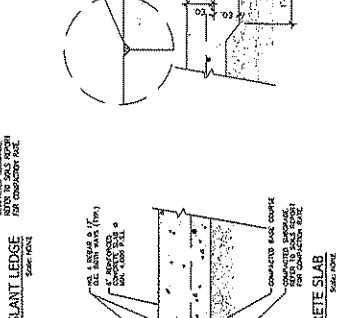
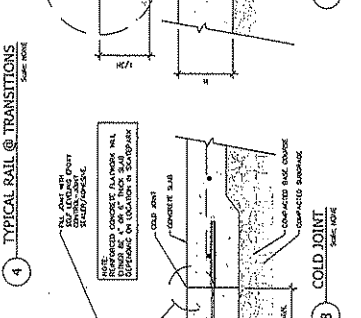
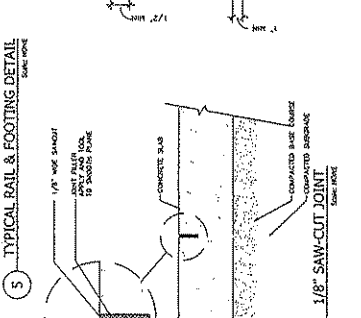
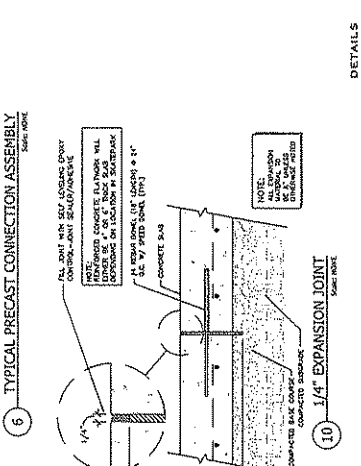
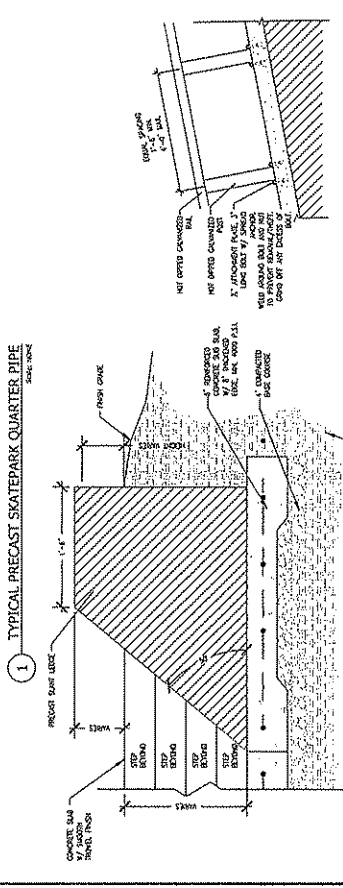
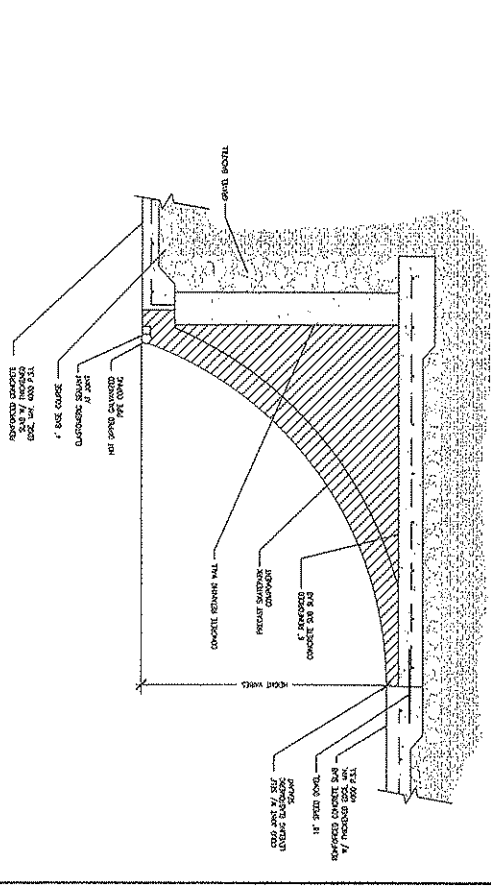
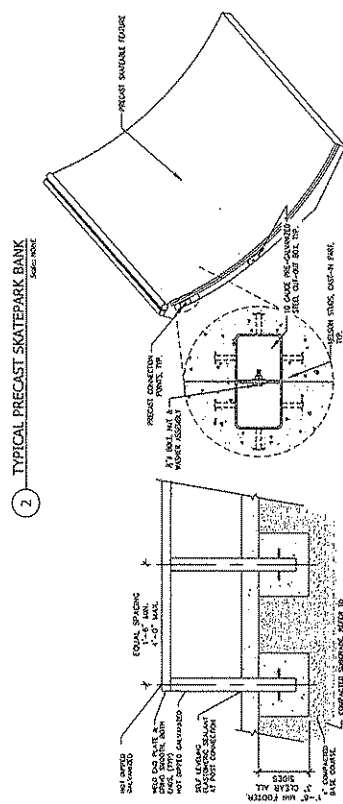
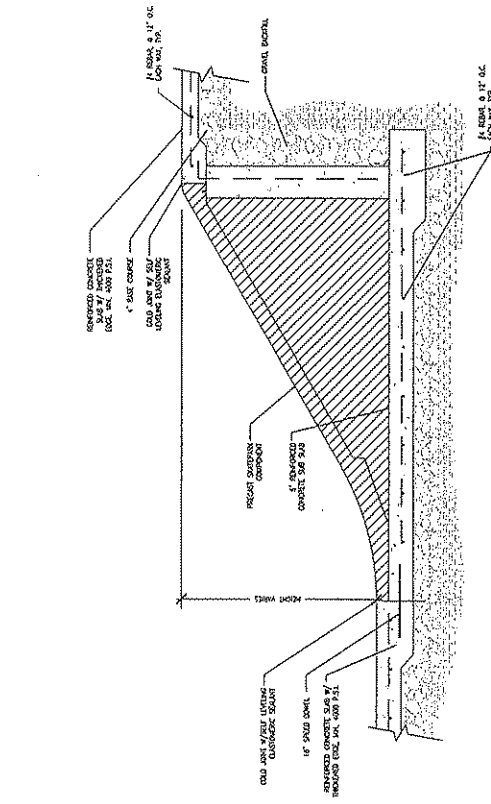
1 SKATEPARK LAYOUT PLAN





NO.	DESCRIPTION	DATE
1	BASE FOR CONSTRUCTION/GENERAL	
2	REVISION 1	
3	REVISION 2	
4	REVISION 3	
5	REVISION 4	

THE CONTENTS OF THIS DRAWING ARE THE PROPERTY OF WWA AMERICAN RAMFORM COMPANY. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



DETAILS

SCALE: NONE

SCALE: NONE

SCALE: NONE

SCALE: NONE

SCALE: NONE

SCALE: NONE

SCALE: NONE

Public Works added scope of work:

- 1) Relocate 4" transite irrigation main at ¼ pipe ramp outside of slope perimeter
- 2) Install transite pipe tee (4") to supply water for perimeter sprinters at point of relocation cut.
- 3) 2" sleeve in concrete at east side of skate spot near transite main relation.
- 4) Stub up any existing irrigation pipes located in field and around perimeter.
- 5) Replace sod with Bermuda grass (Sod – GN1 from Pacific Sod out of Camarillo, CA)
- 6) Install sod after City installs irrigation.
- 7) Contractor to compact all fill dirt and trenches created by excavation or imported backfill to 95% compaction.

PRODUCT 118

Proposal

C.A. ODELL

General Engineering • General Building Contractor
 State License No. 422746A-B
 5401 Meadow Circle Huntington Beach, CA 92649
 PH (714) 375-1428 • (949) 248-9013
 Fax (714) 840-9713 • cell (949) 370-2350 *o/n*

c/o John Montachy

PROPOSAL SUBMITTED TO <i>City of Garden Grove</i>		PHONE <i>(714) 741-5204</i>	DATE <i>8/15/10</i>
STREET <i>11222 Acacia</i>		JOB NAME <i>Garden Grove Skatepark</i>	
CITY, STATE and ZIP CODE <i>Garden Grove</i>		JOB LOCATION <i>Garden Grove Park</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

line item proposal

- (1) Excavation, grading, backfill #2 base and Soil and mechanical construction of both \$13,300.*
- (2) Underground piping, plumbing + Sprinklers \$3200.00*
- (3) Place and finish Concrete for all ramps \$3880.00*
- (4) install pipe for railings etc \$660.00*
- (5) " Precasted ramps as per manufacturers direction. \$4600.00*
- (6) Resod area approx 1900 sq ft \$1800.00*
- (7) Place and finish entire Concrete for skatepark includes rebar + 4000 Pst concrete \$30,100.00*
- (8) Temp. fence + toilet and Powerplant. \$1450.00*
- (9) Deputy inspectors fees \$1250.00*
- (10) - 13% percent Overhead & Profit. \$7831.00*

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
Sixty Eight Thousand Sevenhundred and no dollars (\$ *68,071.00*).

Payment to be made as follows:
To be agreed

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *Calvin Odell*

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized

Signature _____

PRODUCT 118

Page No. of Pages

Proposal

c/o John Montachey

C.A. ODELL
General Engineering • General Building Contractor
State License No. 422746A-B
5401 Meadow Circle Huntington Beach, CA 92649
PH (714) 375-1428 • (949) 248-9013
Fax (714) 840-9713 • cell (949) 370-2350

PROPOSAL SUBMITTED TO <i>City of Garden Grove</i>	PHONE <i>(714) 741-5204 -10</i>	DATE <i>8/15/10</i>
STREET <i>1122 Acacia</i>	JOB NAME <i>Garden Grove Skatepark</i>	
CITY, STATE AND ZIP CODE <i>Garden Grove</i>	JOB LOCATION <i>Garden Grove Park</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

addendum:

(1) Prevailing wages paid to workers on Garden Grove Skatepark.

(A) if needed we will provide labor & materials bond.

*(B) Certificates will be provided
City Business license will be provided*

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized

Signature _____