

IMA# PWRW41342

INSTALLATION AND MAINTENANCE AGREEMENT

FOR Public Walkways Occupancy Permit for Sidewalk Dining

AT: 210 East 3rd Street, Suite #C Long Beach, CA, 90802

The CITY OF LONG BEACH ("City"), acting through the Department of Public Works, grants permission to:

Michaels Pizzeria Promenade, LLC., a Delaware Limited Liability Company ("Permittee")
(legal name)

to install and maintain:

Clear Tempered low iron glass fence with wood and steel supports, five (5) Raised steel planter boxes, one ground supported canopy with tubular steel framing, two (2) electric heaters, landscape plants as defined on attached plans, one (1) Fire table & structural and fire element, Glass gate with lock, Steel gate with cane bold and lock, One (1) 16-Foot long wood Banquet bench seating, thirty-four (34) chairs, and Sixteen (16) tables.

("the permitted installation") within public right-of-way property as shown on the attached Exhibit A, Exterior Patio Dining area plans, incorporated herein by this reference.

1. Neither Permittee nor the permitted installation shall hinder, impede, or deter public use of the public right of way. Permittee will, on City's written request, promptly remove or modify any improvements which interfere with the use of the public right of way.
2. This Agreement shall commence on March 23rd, and shall continue month to month until terminated by either party giving written notice to the other party thirty (30) days prior to such termination.
3. Permittee shall apply for and obtain any and all required permits and entitlements, including a Public Works street improvement permit, and any other required permits and/or environmental approvals, prior to the effectiveness of this permit.
4. Permittee shall, and its sole cost and expense, maintain the permitted installation in good condition to the satisfaction of the City Engineer. The City makes no warranties or representations of any kind regarding the suitability of this public right-of-way location for the proposed installation.
5. Should the City Engineer determine, in his/her exclusive and unfettered discretion, that Permittee is not maintaining the permitted installation in good condition as set forth in Paragraph 4 of this Agreement, or that some part of the permitted installation hinders, impedes, or otherwise deters free movement in the public right-of-way, City may conduct any required maintenance or repair as necessary to bring the area back into satisfactory condition and/or may

remove any such impediment and charge any expense incurred, including labor and material, to the Permittee, provided that the City gives Permittee notice of the condition and a reasonable opportunity to cure.

6. Permittee may, only with the prior written approval of the Director of the Department of Public Works, or his designee, and at Permittee's sole cost and expense, modify or make further improvements to the permitted installation shown in Exhibit A. Permittee will be responsible for obtaining any and all other necessary permits or entitlements. When this Agreement terminates, the City may require Permittee to remove the permitted installation and restore the public right of way to its previous condition in good repair.
7. Permittee shall, with respect to the permission granted in connection with the permitted installation, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Permittee, its officers, employees, agents, sub-consultants, or anyone under Permittee's control (collectively "Indemnitor"). Independent of the duty to indemnify and as a freestanding duty on the part of Permittee, Permittee shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. Permittee shall notify the City of any Claim within ten (10) days. Likewise, City shall notify Permittee of any claim, shall tender the defense of such Claim to Permittee, and shall assist Permittee as may be reasonably requested, in such defense.
8. City shall not be responsible or liable in any way for Permittee's permitted installation or for Permittee's loss by theft, fire, flood, burglary, vandalism, or any other cause whatsoever.
9. No hazardous or toxic material will be brought into the public right-of-way in association with the installation of the permitted installation.
10. Should City revoke or terminate this Agreement as a result of future development or roadway improvements by the City, or for any other reason whatsoever, Permittee shall not be entitled to any relocation benefits or other compensation from the City due to such revocation or termination.
11. Permittee acknowledges that, by this Agreement, they do not acquire any right, title or interest of any kind in the property on which the permitted installation is installed. This Agreement is personal to Permittee and they shall not assign this Agreement without the express written consent of the Director, which shall not be unreasonably withheld or delayed.
12. City may revoke this Agreement for any reason by giving thirty (30) days' notice to Permittee. Upon revocation, Permittee shall remove all permitted installations constructed or placed by Permittee or any previous party to this Agreement at no cost to City and in accordance with all applicable laws.

13. Permittee, during the term of this Agreement, shall comply with all applicable laws, ordinances, rules and regulations of and obtain permits from all federal, state and local governmental authorities having jurisdiction over the permit area and Permittee's use thereof.
14. Any notice under this permit shall be in writing and personally delivered, deposited in the U.S. Postal Service, first class, postage prepaid, or electronically delivered to Permittee at 3750 Long Beach Blvd., #200, Long Beach, CA 90807, carl.dene@vdsia.com and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: Director of Public Works. Notice shall be deemed given on the date of personal delivery, electronic delivery or on the date of deposit in the mail, whichever first occurs.
15. This Agreement shall never be construed as a grant by the City of any right to permanently use or occupy all or any portion of the public right-of-way nor shall it ever be construed as a waiver on the part of the City, or as an estoppel against it, which would in any manner whatsoever bar or limit, or otherwise prejudice, City's right to at any time whatsoever require a discontinuance of the use or occupancy of all or any part of the public right-of-way, the removal therefrom of all or any obstructions erected or maintained under this Agreement and as the restoration of such public right-of-way to a clean condition, all at the sole cost and expense of the Permittee.
16. In case suit shall be brought for the recovery of possession of all or any portion of the public right-of-way, the removal of any permitted installations or any impediments to the public right-of-way, or the breach of any covenant, promise, or agreement made by Permittee pursuant to the Agreement, Permittee shall pay to the City reasonable costs including attorney's fees which shall be fixed by the court.
17. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, assigns and successors in interest of the parties hereto.

PERMITTEE and CITY have executed this Agreement as of the dates shown below.

PERMITTEE:

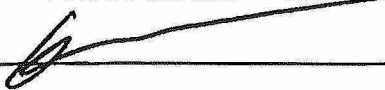
DATE: March 23rd 2019

Michaels Downtown

Business/Restaurant name

By:

Print name: Carl P Dene

Sign: 

Print name: _____

Sign: _____

CITY OF LONG BEACH, a municipal corporation

DATE: 4/9 2019

By: 

**Craig Beck
Director of Public Works**



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ARCHITECTURE

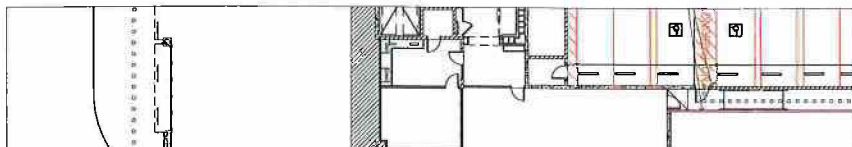
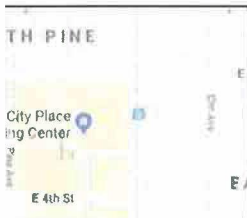
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1322 Coronado Ave. C
Long Beach, California
90804

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Project Number 1822.00
Date 04.19.18 RDI
Reviewed
Client Approval
Issued 11.28.18 J.G.

CADD ID NO: MICHAEL'S DOWNTOWN
PLOT SCALE: 1"=1'-0"

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MICHAEL'S DOWNTOWN



ARCHITECTURAL

- A-1 TITLE SHEET / CODE ANALYSIS
- A-2 SITE PLAN / GENERAL NOTES
- A-3 FLOOR PLANS / ELEVATIONS / DETAILS

LANDSCAPE

- L-1 PLANTING PLANS / GENERAL NOTES

PROJECT DESCRIPTION:

EXTERIOR PATIO DINING FENCE AND LANDSCAPE IMPROVEMENT TO AN EXISTING FAST CASUAL RESTAURANT ON THE GROUND FLOOR RETAIL/RESTAURANT.

TOTAL LEASE AREA: 1863 SF.

BUILDING

NUMBER OF STORIES: 6
CONSTRUCTION TYPE: II - A
OCCUPANCY GROUP: B / M / R
FIXED OCCUPANCY: YES
FIRE SPRINKLERS: YES

DOWNTOWN
CITY PLACE DINING CENTER
PINE STREET
LONG BEACH, CA 90802

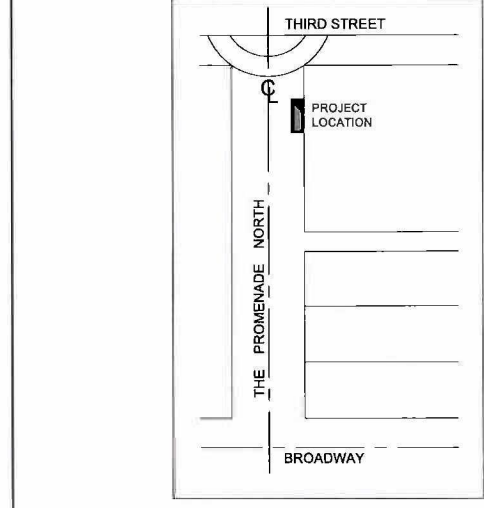
1. All equipment shall be installed in the...
 2. All door hardware and finishes are to match Building Standards or as specified. Provide hardware on all doors. Provide latches, bolts, stops, strikes and closers as required for complete operation of all doors. Provide hardware for fire-rated assemblies as required by Building Code. Provide locks as noted in the door schedules and codes. Coordinate with the Building Owner and Tenant for keying schedules.
 3. All doors shall be operable by a single effort by lever-type or panic hardware, unless approved otherwise by the governing building authorities. Latching and locking doors that are hard-activated and which are in a path of travel shall be operable with a single effort by lever-type hardware, panic bars, push-pull activating bars, or other hardware designed to provide passage without requiring the ability to grasp the operating hardware. The center of hardware shall be between 30 and 44 inches above the finished floor and shall match height of existing hardware or as specified.
 4. Thresholds shall not provide greater than 1/2 inch change in elevation. The floor or landing shall be not more than 1/2 inch lower than the threshold of the doorway. Change in level between 1/4 inch and 1/2 inch shall be beveled with a slope no greater than 1:2.
 5. Door openings in drypartitions not dimensioned are to be located in the center of the space or shall start four inches (4") from the intersecting partition, unless noted otherwise. All interior doors shall provide an adjacent eighteen inches (18") clear dimension beside the opening side of the door and all exterior doors shall provide an adjacent twenty-four inches (24") clear dimension beside the opening side of the door for accessibility as required by California Title 24 regulations.
 6. Door openings in drypartitions not dimensioned are to be located in the center of the space or shall start four inches (4") from the intersecting partition, unless noted otherwise. All interior doors shall provide an adjacent eighteen inches (18") clear dimension beside the opening side of the door and all exterior doors shall provide an adjacent twenty-four inches (24") clear dimension beside the opening side of the door for accessibility as required by California Title 24 regulations.

7. Manually operated edge or surface-mounted flush bolts shall not be installed. When exit doors are used in pairs, automatic flush bolts shall be provided. The door or leaf having flush bolts shall have no other door lock or surface-mounted hardware. The unlatching of any leaf shall not require more than one operation. Per 2016 CBC Sec. 10B01.3
 8. Every required entrance, passage, or exit doorway shall be of a size as to permit the installation of a door not less than three feet (3') in width and not less than six feet eight inches (6'-8") in height. When installed, exit doors shall be capable of opening at least 90 degrees and shall be capable of providing a clear opening of not less than 33 inches.
 9. The bottom ten inches (10") of all doors, except automatic and sliding doors, shall have a smooth unobstructed surface in order to allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition.
 10. The maximum effort to operate doors shall not exceed 5 pounds for exterior doors and 5 pounds for interior doors when such pull or push effort is applied at right angles to rigid doors and at the center plane of sliding or folding doors. Compensating devices or automatic door operators may be utilized to reduce these standards. When fire-rated doors are required, the maximum effort to operate may be increased up to 15 pounds with closer.
 11. Where a pair of doors is utilized, at least one of the doors shall provide a clear unobstructed opening width of 33 inches with the leaf positioned at an angle of 90 degrees from its closed position.
 12. The floor or landing on each side of an entrance or passage door shall be level and clear. The level and clear area shall have a length in the direction of door swing of at least 60 inches and the length opposite the direction of door swing of 44 inches as measured at right angles to the plane of the door in its closed position.

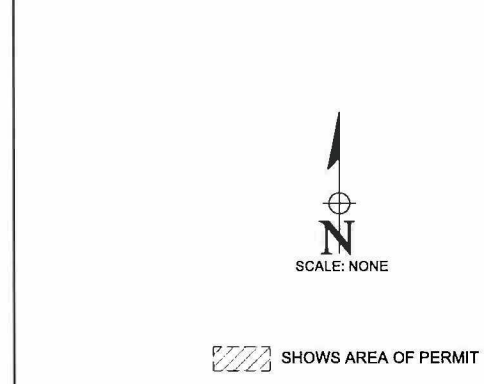
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D. CEILING NOTES
 1. Where noted or shown, re-use existing installed ceilings.
 2. Where noted, re-use existing light fixtures as shown on the Reflected Ceiling Plan. Clean, repair, and re-lamp any existing fixtures.
 3. The ceiling suspension system shall be as indicated on the Reflected Ceiling Plan. Light fixtures shall be independently supported.
 4. Lateral supports shall be provided by four wires of minimum 12 gauge spaced in four directions 90 degrees apart and connected to the main runner within two inches (2") of the cross runner and to the structure above or to parallel walls or bracing at an angle not exceeding 45 degrees from the plane of the ceiling. Support points shall be placed twelve feet on center (12'-0") in each direction with the first point within four feet (4'-0") of each wall. See associated details for grid spacing.
 5. Access panels shall be provided in gypsum board ceilings for electrical, plumbing and air conditioning controls where required. Access panels in drypartitions shall be 24" x 24" and shall be flush-mounted. The Contractor shall submit proposed access panels and locations to Architect for review.
 6. All lights, diffusers, grilles, sprinkler heads, speakers, signs, and other devices shall be located to fit exactly in the center of acoustic tile modules established by the Reflected Ceiling Plan, unless noted or shown otherwise.
 7. The maximum weight of ceiling tiles shall be four pounds per square foot (4 psf).

E. MILLWORK AND EQUIPMENT
 1. The Contractor shall provide all necessary blocking, bracing, framing, hangers for other support for all fixtures, equipment, lighting and electrical equipment (backboards) ceiling, furniture and all other items depicted in the documents requiring the same, whether detailed in the documents or not.
 2. All areas to receive millwork are to be field-measured prior to fabrication and installation.
 3. All millwork shall conform to the applicable requirements for custom grade per the USC Manual of Millwork, latest edition, unless noted otherwise by the Owner in the installation of the Tenant's telephone, computer, and audio-visual systems.
 4. The Contractor shall submit millwork shop drawings to Architect for review a minimum of ten (10) days prior to the required start of fabrication.
 5. The General Contractor shall review and provide Contractor's approval stamp on all shop drawings prior to their installation to Architect.
 6. Architect's review of shop drawings shall not relieve the General Contractor from responsibility for deviations from the drawings or specifications unless attention has been called in writing to such deviations at the time of submission. Likewise, Architect's review of shop drawings shall not relieve the General Contractor for errors of any sort in the shop drawings.
 7. The Contractor shall verify all equipment "rough-in" requirements with the equipment manufacturers.
F. HVAC/ELECTRICAL NOTES
 1. All electrical work shall comply with 2016 CBC.
 2. No electrical boxes shall be installed back-to-back.
 3. All conduits, other than that used for electrical outlets and junction boxes, shall receive pull wires installed by the Contractor for use by the Owner in the installation of the Tenant's telephone, computer, and audio-visual systems.
 4. The center of receptacle outlets shall be not less than 15 inches above the finished floor.

1. Any decorations and fabrics used in the occupied space shall be fire-retardant, noncombustible or flame-proofed in a manner approved by the Fire Department.
 2. Ceiling tiles are to be mineral tiles with UL label and a flame spread rating of 25 or less.
 3. Interior wall and ceiling finishes for all interior rooms shall not exceed an end point flame rating of 200 (Class II). Interior wall and ceiling finishes for exit corridors shall not exceed an end point flame of 15 (Class I).
 4. A continuous minimum egress width of forty-four inches (44") clear shall be maintained to the public way.
 5. A portable fire extinguisher with a rating of not less than 2A-10BC shall be provided within a 15 foot travel distance to all portions of the building or Tenant space. Provide one 3A-40B-C at any commercial kitchen. Provide any additional fire extinguishers, including at kitchen, as required by the Fire Department Inspector. Where such extinguishers are existing, verify operable and safe condition of equipment.
 6. Fire dampers shall be provided where HVAC ducts penetrate fire rated walls and ceilings. Coordinate requirements for openings in demising walls with Building Owner.
 7. The Contractor is responsible for providing all life/safety equipment as required by State and local building codes. If brought to scope of work, Life Safety Plans shall be submitted to Building and Fire Departments for approval prior to construction.
 8. The center of fire alarm initiating devices (boxes) shall be located 48 inches above the level of the floor, working platform, ground surface, or sidewalk.
 9. Street Address must be visible from street. Verify compliance with F.D. officials.
 10. Reduced 8" x 11" copies of approved Floor Plans shall be posted at the Main Entrance with Occupant Load Sign.
J. EXITING NOTES:
 1. Show clearly that panic and fire exit hardware, when installed on doors in this building, satisfy the following:
 a. The actuating portion of the releasing device shall extend at least one-half of the door leaf width.
 b. The maximum unlatching force does not exceed 15 pounds.
 c. Pivoted or ball-bearing doors shall be of the push-pad type where panic hardware is required, and the pad shall not extend across more than one-half of the door width, measured from the latch side.
 2. The path of exit travel to and within exits in this building shall be identified by exit signs complying with the requirements of CBC Section 1011 and as noted below:
 a. Exit signs shall be readily visible from any direction of approach.
 b. Exit signs shall be located as necessary to clearly indicate the direction of egress travel.
 c. No point in a corridor shall be more than 100-ft. or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.
 3. Exit signs shall have a minimum of 6" x 3/4" letters on a contrasting background and shall be provided and installed per the drawings and as required by the Fire Department.
 4. Exit signs shall be internally or externally illuminated. Internally illuminated exit signs shall be listed and labeled and shall be installed in accordance with the manufacturer's instructions and Section 2102. Externally illuminated exit signs shall comply with the graphics and power source requirements in Sections 1011(b) and 1011.3, respectively. Where the face of an exit sign is powered from an external source, it shall have an intensity of not less than 5-foot-candles (54 lux).
 5. Any fire building or a portion of a building is occupied, the means of egress serving the occupied portion shall be illuminated at an intensity of not less than 1-foot-candle (11 lux) at the working surface level. Comply with all requirements of CBC 1026.
 6. The power supply for means of egress illumination shall be provided by the premises electrical supply. In the event of power supply failure, illumination shall be automatically provided from an emergency system for the following areas:
 a. Atrium and unenclosed egress stairways in rooms and spaces that required two or more means of egress.
 b. Corridors, exit enclosures, and exit passageways in buildings required to have two or more exits.
 c. Exterior egress components at other than the level of exit discharge until exit discharge is accomplished for building required to have two or more exits.
 d. Interior exit discharge areas, as permitted in Section 1024, in buildings required to have two or more exits.
 e. Exterior landings, as required by Section 1020.5, for exit discharge doorways in buildings required to have two or more exits.
 7. The exit signs shall also be connected to an emergency electrical system which is to provide continued illumination for a duration of not less than 1-1/2 hr. in case of primary power loss. Continued illumination is to be provided from storage batteries, unit equipment, or an on-site generator and the installation of the emergency power system shall be installed in accordance with Section 1022.
 8. Emergency lighting facilities shall be arranged to provide initial illumination that is a least an average of 1-foot-candle (11 lux) and a minimum at any point of 0.1-foot-candle (1 lux) measured along the path of egress at floor level. A maximum-to-minimum illumination uniformity ratio of 49 to 1 shall not be exceeded.
 9. Exit doors shall swing in the direction of exit travel when serving any hazardous area or when serving an area having an occupant load of 50 or more.
 10. Egress doors or gates shall be operable from the egress side without the use of a key, special knowledge, or effort. Door handles, pull levers, locks, and other operating devices shall be installed 34 to 48 inches above the finished floor. Manually operated flush bolts or surface bolts are not permitted. The unlatching of any door or leaf shall not require more than one operation.



VICINITY MAP
SCALE: NONE

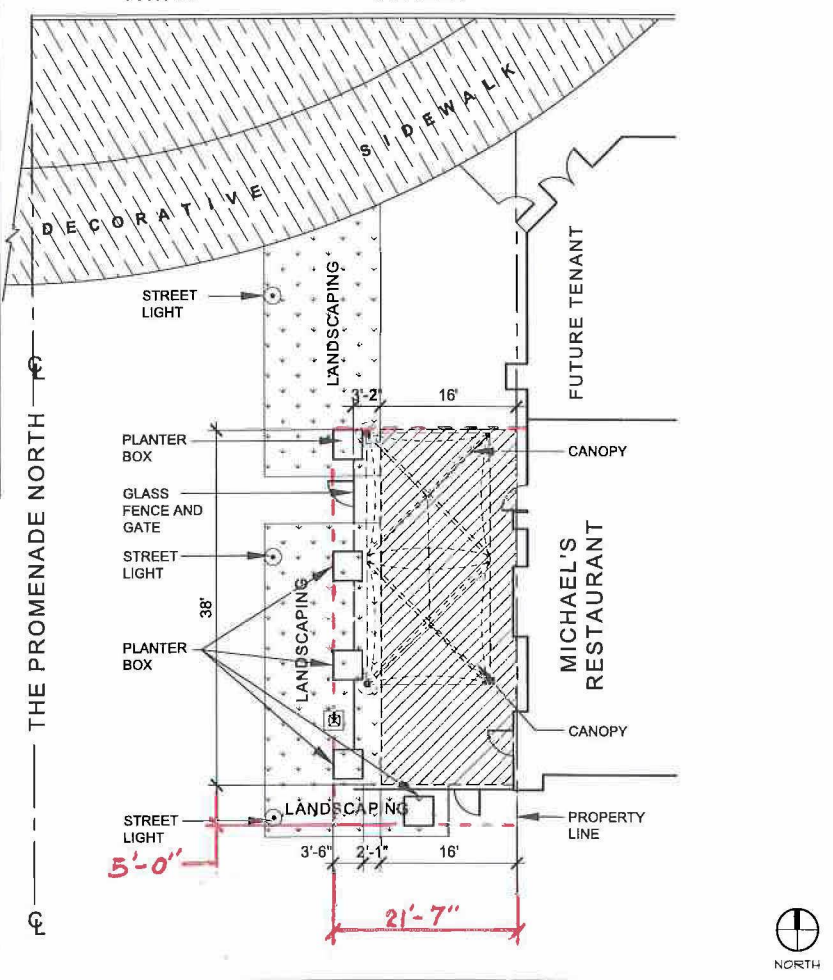


SHOWS AREA OF PERMIT

FINISH SCHEDULE

ACQST.	ACQUISITION	F.O.S.	FACE OF STUD	O.C.	ON CENTER
ADJ.	ADJUSTABLE	FT.	FOOT/FEET	OD.	OUTSIDE DIMENSION
AF.F.	ABOVE FINISH FLOOR	GA.	GAUGE	OH.	OVER-HEAD
ALUM.	ALUMINUM	GRND.	GROUNDED CONTRACTOR	PERF.	PERFORATED
ANOD.	ANODIZED	G.C.	GYP. BOARD	PL.	PLATE
BO.	BOARD	GL.	GLASS	PLAB.	PLASTIC
BLDG.	BUILDING	GRND.	GROUNDED	PLUD.	PLUWOOD
BLK.	BLOCKING	GYP. BO.	GYP. BOARD	PT.	PANT
CL.	CERESITE LINE	UR.	UNFINISHED	RU.	RELOCATE

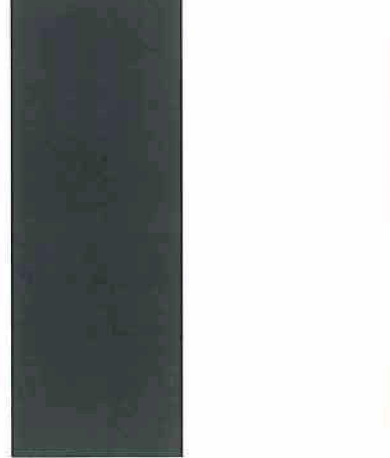
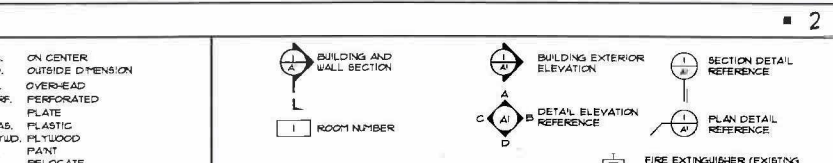
1. Electrical, telephone and data outlets shown being adjacent on plan shall be grouped together at the exact dimensions shown or, if not dimensioned, at the nearest wall studs in scale to the plan. Refer to Power and Signal Plans for additional requirements.
 2. At sinks, faucet controls and operating mechanisms in accessible restrooms shall be operable with one hand and shall not require tight grasping, forceful or awkward wrist movements.
 3. Exit doors shall swing in the direction of exit travel when serving any hazardous area or when serving an area having an occupant load of 50 or more.
 4. Egress doors or gates shall be operable from the egress side without the use of a key, special knowledge, or effort. Door handles, pull levers, locks, and other operating devices shall be installed 34 to 48 inches above the finished floor. Manually operated flush bolts or surface bolts are not permitted. The unlatching of any door or leaf shall not require more than one operation.



FINISH SCHEDULE

FINISH NOTES

- SUBMIT SAMPLE PACKAGE OF ALL FINISHES. TEST SAMPLES ON SITE FOR REVIEW WHEN REQUIRED.
- ALL FINISHES SHALL BE AS SPECIFIED OR ARCHITECT/OWNER-APPROVED EQUAL.
- INSTALL ALL FINISHES IN FULL ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
- ALL PAINTED SURFACES SHALL BE PREPARED, PRIMED AND PAINTED WITH A MINIMUM OF (2) FINISH COATS OF PAINT.



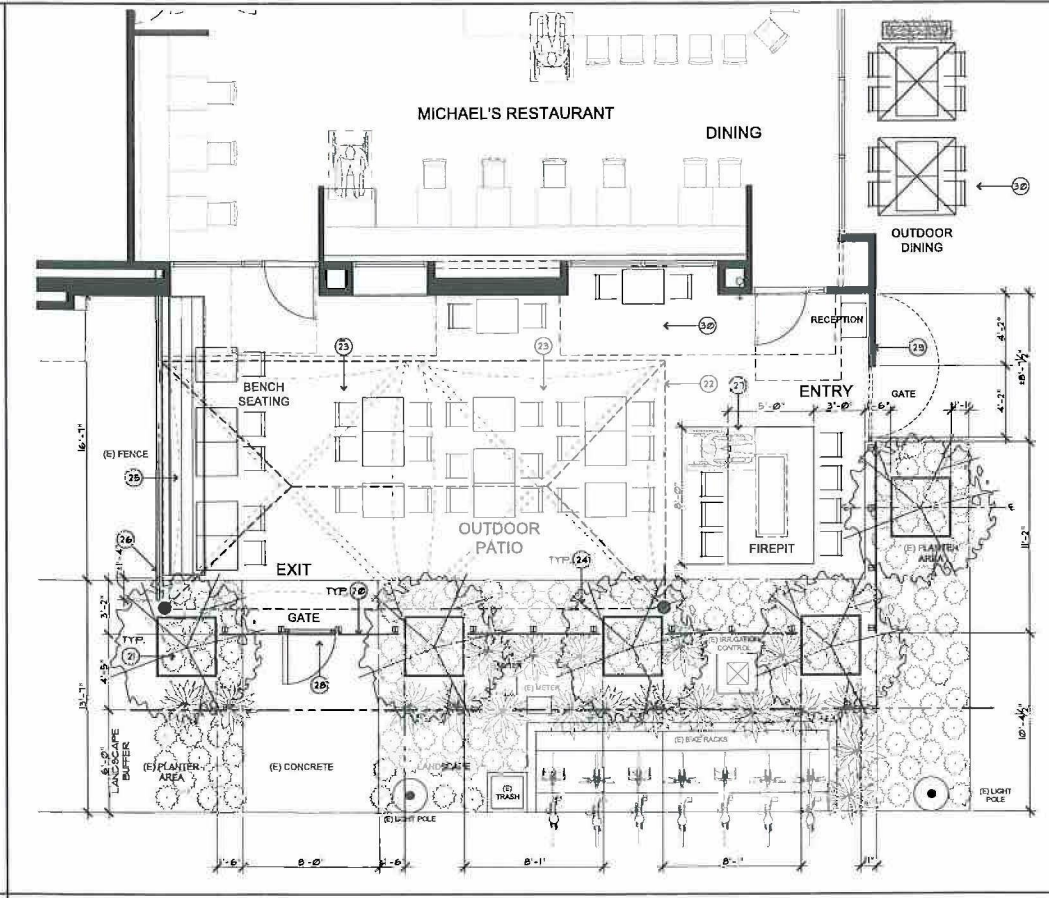
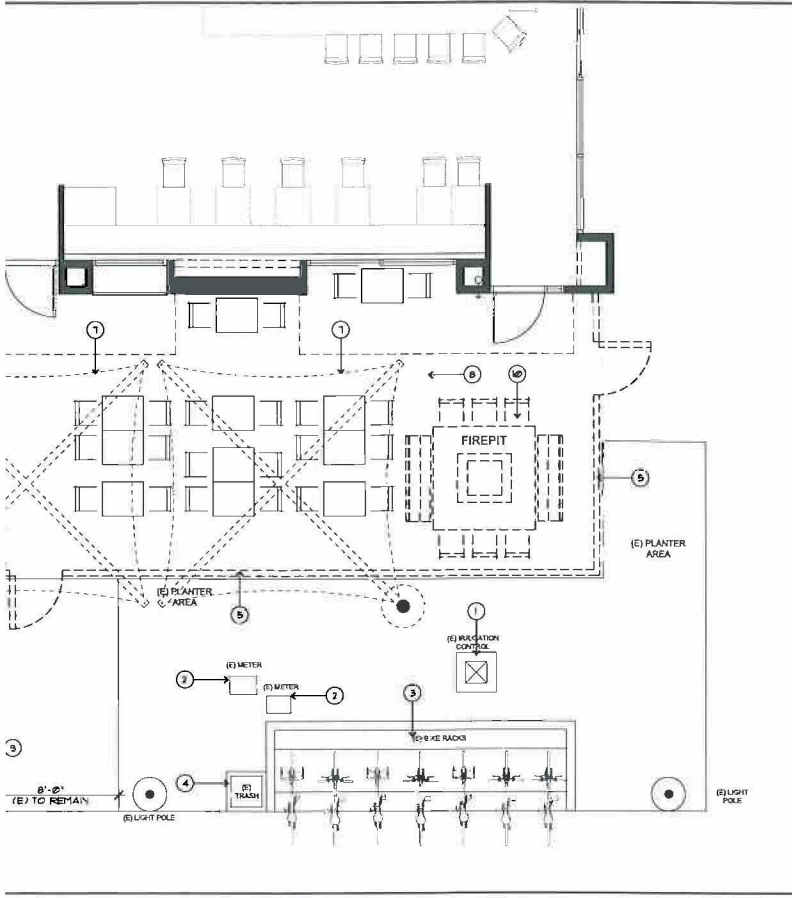
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Date 04.19.18 RDV
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CADD ID NO: MICHAEL'S DOWNTOWN
PLOT SCALE: 1/8"=1'-0"

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DOWNTOWN
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3RD STREET
1, CA 90802

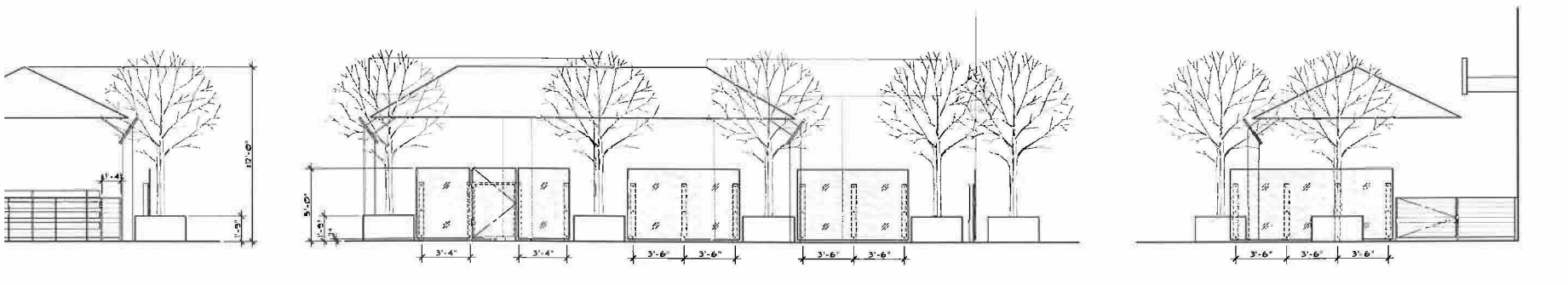


- DEMITION NOTES:**
- 1 IRRIGATION CONTROLS TO REMAIN IN PLACE.
 - 2 METER TO REMAIN IN PLACE.
 - 3 BICYCLE RACK TO REMAIN IN PLACE.
 - 4 TRASH RECEPTACLE AND CONCRETE PAD TO REMAIN IN PLACE.
 - 5 REMOVE GUARD RAIL PER NEW PER NEW FLOOR PLAN.
 - 6 EXISTING GUARDRAIL BETWEEN TENANTS TO REMAIN IN PLACE. PREP FOR END EXTENSION.
 - 7 REMOVE CANOPY TOP. PREP FRAMING FOR NEW TOP.
 - 8 EXISTING DINING AREA.
 - 9 SAUCUT AND REMOVE CONCRETE SLAB.
 - 10 MODIFY EXISTING FIRE TABLE. SEE NEW FLOOR PLAN.

- NEW FLOOR PLAN NOTES:**
- 20 CLEAR TEMPERED LOW IRON GLASS FENCE WITH WOOD AND STEEL SUPPORTS. SEE DETAIL B AND D.
 - 21 RAISED STEEL PLANTER BOX (8 TOTAL). SEE DETAIL 4.
 - 22 SINGLE CANOPY OVER (2) EXISTING CANOPY FRAMING.
 - 23 ELECTRIC HEATER AT EXISTING CANOPY.
 - 24 LANDSCAPE. SEE LANDSCAPE PLANS.
 - 25 WOOD BANQUET SEATING. SEE DETAIL 16.
 - 26 EXTEND EXISTING GUARDRAIL. MATCH EXISTING.
 - 27 FIRE TABLE. MODIFY STRUCTURE AND FIRE ELEMENT.
 - 28 GLASS GATE WITH LOCK.
 - 29 STEEL GATE WITH CANE BOLD AND LOCK.
 - 30 EXTERIOR DINING AREA.

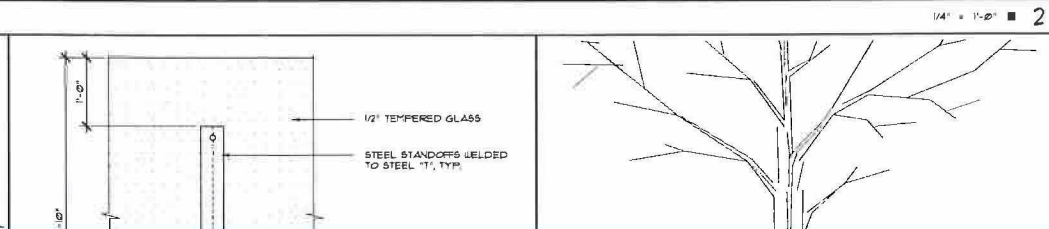
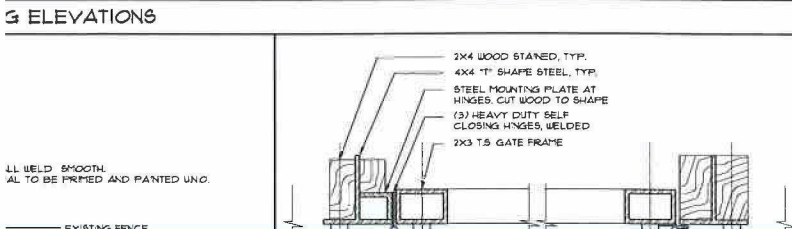
ION PLAN 1/4" = 1'-0" 3

NEW PATIO DINING FLOOR PLAN 1/4" = 1'-0" 1



3 ELEVATIONS 1/4" = 1'-0" 2

KEYNOTES



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CADD ID NO: MICHAEL'S DOWNTOWN
PLOT SCALE: 1"=1'-0"
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DOWNTOWN
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-1, CA 90802

REVISIONS	BY

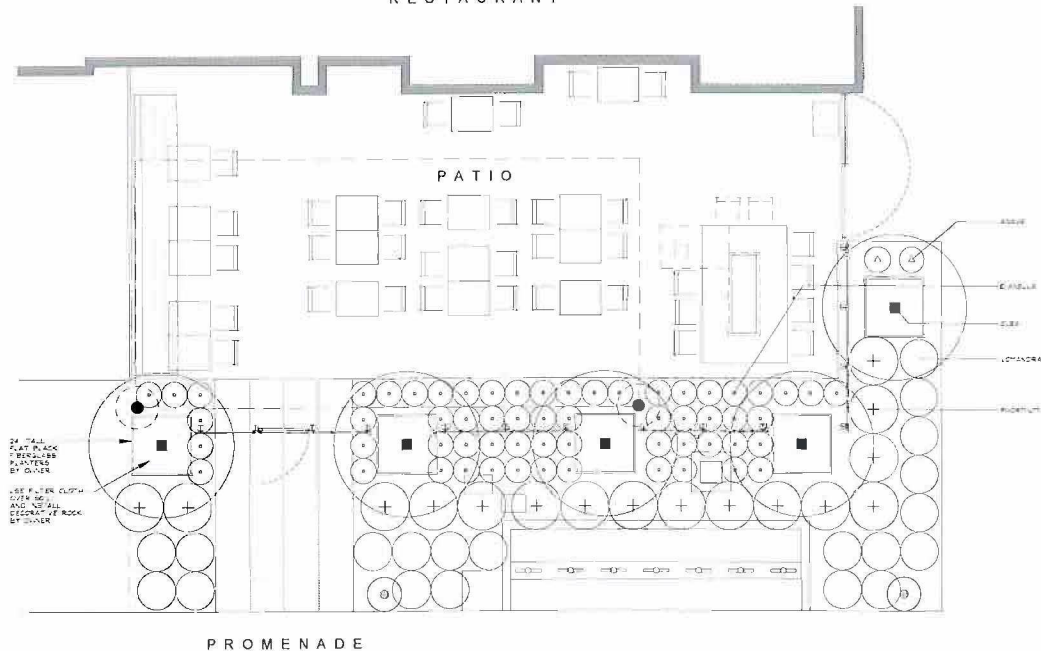
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PLANTING PLAN

MICHEALS DOWNTOWN
 210 E. 3RD STREET
 LONG BEACH, CA 90802

EXISTING
 RESTAURANT



PROMENADE

PLANTING PLAN

SCALE: 1/4" = 1'-0"



IRRIGATION NOTES

- Existing Irrigation System** - The existing irrigation system shall remain and be protected in place. The current irrigation system will be adjusted, reworked and repaired as needed to be fully operational, efficient and integrated to water the new plantings.
- Valving** - All rehabilitated landscape areas shall be provided with a permanent and adequate irrigation, which is properly maintained. Existing irrigation system valves will be rehabilitated so that they are always accessible.
- Automation** - The existing irrigation system is fully automated to keep the landscape healthy and vigorous. The automatic controller will be updated, re-programmed as necessary to be integrated into the City system and water needs of the new plant material.
- Components** - The Contractor shall use only brand name commercial irrigation pipe and components to assemble the irrigation system. All piping shall be in accordance with Schedule 40 PEX.
- Coverage** - The irrigation system will be restricted to provide sufficient coverage existing existing over-story site buildings and landscape areas.

MAINTENANCE NOTE

The property owner is responsible for the maintenance of the landscape on their property. Any dead, dying, or diseased plants must be replaced within 60 days of written notice from the development services department. Landscaping shall be maintained in an orderly and healthy condition. This includes proper pruning strategies in accordance with ISA, annual, after removal, fertilizing, and pest replacement. Water shall be applied in appropriate quantities to all landscape. A 2" layer of compost/mulch is required in all landscape areas to retain soil moisture. Landscape maintenance practices shall be employed to maintain long-term irrigation.

PLANT MATERIALS

QTY	SIZE	BOTANICAL NAME	COMMON NAME	FT.
TREES				
5	24"	Ulex europaeus 'Magik 30'	Swan Hill Blue	8-10
SHRUBS				
2	15 gal	Aquilegia 'Huck D'art	Rain Umbrella	Low
10	15 gal	Stachys 'Lilac Rev'	Lilac Rev Flower	Medium
20	6 gal	Lonicera 'Breeze'	Dwarf Honeysuckle	Low
10	15 gal	Phlox 'Lilac Delight'	Lilac Delight Phlox	Medium

PLANTING NOTES

- Plant Selection** - All plants have been chosen for durability, drought tolerance and to aesthetically match the existing planting selections on the Promenade.
- Plant Quantities** - Plant quantities in the materials list are only a guide. Plants on the plan have precedence. Contractor is responsible for verifying exact quantities. Plant and tree installation shall be per City codes, regulations and standards.
- Soil Amendments** - The following amendments shall be evenly spread and thoroughly incorporated into the top 6" of soil, and in the amended of shrub and tree planting holes. Amending shall be done throughout the entire grade except for the areas where existing shrub roots may be damaged. Do not disturb soil within one foot of existing shrubs.
 - Iron-Foam 100 lbs. per 1000 sq. ft.
 - Agricultural Gypsum 50 lbs. per 1000 sq. ft.
 - Compost 25 lbs. per 1000 sq. ft.
 - Nitrogenized Shavings # 25 lbs. per 1000 sq. ft.
- Fertilizer** - All plant material shall be planted with AgriForm pre-pant Nitrogen based or equivalent. Quantity of tablets to be used per plant as per manufacturer's instructions.
- Utility/Irrigation Sleeving** - Landscape Contractor is responsible for coordinating installation of utility/irrigation sleeving with General Contractor.

