



AGENDA

Garden Grove City
Council

Tuesday, March 28, 2017

6:30 PM

Community Meeting
Center, 11300 Stanford
Avenue, Garden Grove,
CA 92840

Steven R. Jones

Mayor

Phat Bui

Mayor Pro Tem - District 4

Kris Beard

Council Member - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the City Council are requested to complete a **pink speaker card** indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City

Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

ROLL CALL: COUNCIL MEMBER BEARD, COUNCIL MEMBER O'NEILL, COUNCIL MEMBER T.NGUYEN, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K.NGUYEN, MAYOR PRO TEM BUI, MAYOR JONES

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

1. PRESENTATIONS

- 1.a. Community Spotlight: Recognition of Garden Grove Unified School District Superintendent Dr. Gabriela Mafi, Assistant Superintendent Sara Wescott, and Board of Education Members for their leadership and implementation of a Dual Language Immersion Program.
- 1.b. Community Spotlight: In recognition of local students selected to visit Anyang, South Korea, as Student Ambassadors representing Garden Grove for the 28th annual Sister City Exchange Program.
- 1.c. Presentation on Garden Grove's 2017 Open Streets Re:Imagine event scheduled April 1, 2017.

2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

3. WRITTEN COMMUNICATIONS

- 3.a. Consideration of a written request from the Garden Grove High School Choir to co-sponsor the Annual Pop's Concert to be held at the Festival Amphitheater. (*Action Item*)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

4. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)

- 4.a. Award of contract to OCC Builders, Inc., to remodel an existing building to use as a temporary animal holding facility and office space for Animal Care Services. (Cost: \$145,000) (*Action Item*)

- 4.b. Approval of Fiscal Year 2016/2017 budget appropriation of private development in-lieu fees for public right-of-way improvements on the southwest corner of Euclid Street and Garden Grove Boulevard. (Amount: \$26,864) (*Action Item*)
- 4.c. Acceptance of Projects as Complete for Federal Project No. STPL-5328(076)/City Project No. 7277: Knott Street Rehabilitation, and City Project No. 7228: Valley View Street Rehabilitation. (*Action Item*)
- 4.d. Receive and file the minutes from the meetings held February 28, 2017, March 10, 2017, and March 14, 2017. (*Action Item*)
- 4.e. Approval of warrants. (*Action Item*)
- 4.f. Approval to waive full reading of Ordinances listed. (*Action Item*)

5. PUBLIC HEARINGS

(Motion to approve will include adoption of each Resolution unless otherwise stated.)

- 5.a. Introduce and conduct the first reading of an Ordinance approving Development Agreement No. DA-005-2017 for a 16-unit Mixed-Use Development at 11222 Garden Grove Boulevard, Garden Grove
Entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING DEVELOPMENT AGREEMENT NO. DA-005-2017 BETWEEN THE CITY OF GARDEN GROVE AND FAR WEST INDUSTRIES/ SCOTT A. LISSOY, TRUSTEE OF THE LISSOY TRUST
(*Action Item*)

6. COMMISSION/COMMITTEE MATTERS

- 6.a. Consideration of appointments to the Administrative Board of Appeals. (Continued from the March 14, 2017, meeting.) (*Action Item*)

7. ITEMS FOR CONSIDERATION

- 7.a. Approval of an Agreement with i.i. Fuels, Inc., to purchase fuel for City vehicles and equipment. (Cost: \$4,320,000 for five years.) (*Action Item*)
- 7.b. Award of contract to RABC-ECC A Joint Venture to design and build Fire Station No. 6/Community Building Project No. 7009. (Cost: \$5,535,919) (*Action Item*)
- 7.c. Approval of Fiscal Year 2016/2017 appropriations for Fire Station No. 6 Incidental Project Costs. (Amount: \$464,081) (*Action Item*)
- 7.d. Introduce and conduct the first reading of an Ordinance adopting Drone Operation Regulations. (*Action Item*)

8. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

- 8.a. Discussion regarding appointment of a council representative to participate in several OCTA transportation planning workshops, as requested by City Manager Stiles.

9. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, April 11, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kimberly Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	Consideration of a written request from the Garden Grove High School Choir to co-sponsor the Annual Pop's Concert to be held at the Festival Amphitheater. <i>(Action Item)</i>	Date:	3/28/2017

OBJECTIVE

To transmit a letter from the Garden Grove High School Choir Director, Kari Galeener, requesting co-sponsorship of the Garden Grove High School Annual Pop's Concert, June 7-9, 2017.

BACKGROUND

At present, the Garden Grove Unified School District's Don Wash Auditorium is closed to all school performances due to the District's re-modernization project. As Director of the school's Choir Department, Ms. Galeener is requesting that the City Council co-sponsor the high school's annual Pop's Concert, by allowing the High School to utilize the Festival Amphitheater for their three (3) night performance.

DISCUSSION

Contractually, the City is permitted three "free" rentals of the Amphitheater during the Shakespeare OC's season. The City's use of the facility does not include "front of house" costs, such as sound, lighting, management or janitorial services, those costs would have to be paid to Shakespeare OC by Garden Grove High School. The value of the City's co-sponsorship is approximately \$1,500; the nights of June 7-9, are available and have been reserved through Shakespeare OC.

FINANCIAL IMPACT

There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Consider co-sponsoring the Garden Grove High School Annual Pop's Concert for use of the Festival Amphitheater, June 7th through 9th, 2017.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Letter from GGHS	3/22/2017	Backup Material	Amphitheater_Request_Letter_2017.pdf



GARDEN GROVE UNIFIED SCHOOL DISTRICT

10331 Stanford Avenue · Garden Grove, California 92840-6353
Phone: (714) 663-6000 · Fax: (714) 663-6100

BOARD OF EDUCATION

George West, Ed.D.,
President
Teri Rocco,
Vice President
Bob Harden
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Linda Reed
SUPERINTENDENT
Gabriela Mafi, Ed.D.

February 7, 2017

The Honorable Mayor Steven R. Jones
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92842

Dear Mayor Jones and Garden Grove City Council Members:

This year our Garden Grove Unified School District Don Wash Auditorium has been closed to all GGUSD schools due to modernization. This theater is where the various Performing Arts within the school district hold their concerts, performances, festivals, programs, and various events.

As the Choir Director at Garden Grove High School, I would like to request the City Council to waive the rental fees for the use of the Strawberry Bowl Amphitheater on June 7-8-9, 2017 to be used as the performance venue for our Annual Pop's Choir Concert. This event attracts our student body, the surrounding schools that feed into GGHS, as well as the friends and family members within the community. This year our theme is Broadway and the production requires a stage, back stage area, green room, professional lighting, professional sound, and substantial room for an audience.

This performance is the highlight of the student's school year. It is the one they look forward to the most because it is the performance that they get to have the most creative and collaborative input through the developing of the theme, songs, choreography, costume's/performance attire, staging, and design. It is an incredible opportunity for these talented young people.

The Annual Pop's Concert is also our largest fundraising where we strive to raise money for the choir program here at Garden Grove. The money we raise allows us to expand the educational opportunity of our students through exposing them to various choir festivals and competitions. It also helps to pay for our music, concert attire, festival entrance fees, music equipment, choir awards and trophies, accompanist fee's, among other needs.

We would be especially grateful to receive your approval for the use of the Strawberry Bowl Amphitheater as this venue would allow us to continue a long-standing production in which the students, families, and community are accustomed to participating in.

Thank you very much for your consideration,

Sincerely,

A handwritten signature in brown ink that reads 'Kari Galeener'.

Kari Galeener
Choir Director and Department Chair
Garden Grove High School

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award of contract to OCC Builders, Inc., to remodel an existing building to use as a temporary animal holding facility and office space for Animal Care Services. (Cost: \$145,000) (<i>Action Item</i>)		
		Date:	3/28/2017

OBJECTIVE

To request City Council award a contract to OCC Builders, Inc., for building modifications to an existing building to use as a temporary holding facility of animals, and to create office space for Animal Care Services staff.

BACKGROUND

On January 1, 2017, Garden Grove Animal Care Services became operational and started providing animal care and control services. During the creation of this program, funds were set aside for the remodel of a permanent facility at the Municipal Services Center to temporarily hold animals that are encountered in the field prior to being transported to the contracted shelter. The facility was designed to include space for the animals as well as offices for staff.

DISCUSSION

On December 16, 2016, IFB No. S-1209 was advertised with a mandatory pre-bid meeting held on January 4, 2017. On January 25, 2017, 13 bids were received, and OCC Builders, Inc., was deemed the lowest responsible bidder for the project with a bid amount of \$145,000.

FINANCIAL IMPACT

Funds were set aside for this project when the Animal Care Services program was created. Funding is available in the Fiscal Year 2016/2017 Public Works budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to OCC Builders, Inc., in the amount of \$145,000, and;
- Authorize the City Manager to execute the contract and make minor modifications as appropriate.

By: Mark Ladney, Public Works Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	3/7/2017	Backup Material	OCC_BUILDERS.pdf

SECTION 4 - AGREEMENT

PROJECT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2017, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **OCC Builders, Inc.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

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

CITY desires to utilize the services of Furnish all Materials, Equipment, Tools and Labor for the Remodel of an Existing Metal Building for Animal Control Services per the bid specifications.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this agreement shall be a Not to exceed (NTE) amount of One Hundred Forty Five Thousand Dollars (\$145,000.00), payable in arrears and in accordance with Bid Pricing Sheet (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice or request for work completed subject to Section 4.11 hereof. All work shall be in accordance with Bid No. S-1209 and the Plans and Specifications (Attachment A), which are attached and are hereby incorporated by reference.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set

forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they

relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

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

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

4.3 Project. The PROJECT is described as Furnish all Materials, Equipment, Tools and Labor for the Remodel of an Existing Metal Building for Animal Control Services per the bid specifications.

4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications for: Furnish all Materials, Equipment, Tools and Labor for the Remodel of an Existing Metal Building for Animal Control Services per the bid specifications.

Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City which are also incorporated herein and referred to by reference.

4.5 Time of Commencement and Completion. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within

60 calendar days of the Notice to Proceed, excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof.

4.6 Time is of the Essence. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

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

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

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

4.8 Extra Work. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth

in Section 4.9 hereof. CITY shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

4.9 Changes in Project.

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

- a. in the Specifications (including drawings and designs);
- b. in the time, method or manner of performance of the work;
- c. in the City-furnished facilities, equipment, materials, services or site; or
- d. directing acceleration in the performance of the work.

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

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

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

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

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

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

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

4.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

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

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

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

4.14 Contractor's Employee Compensation.

4.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question.

4.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

4.14.3 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of

specialty contractors not bidding for work through a general or prime contractor involves less than thirty thousand dollars (\$30,000.00).

4.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.1) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

4.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6 CONTRACTOR REGISTRATION; MAINTENANCE OF PAYROLL RECORDS; JOB SITE POSTING

4.14.6.1 Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

4.14.6.2 Payroll Records. CONTRACTOR shall maintain accurate payroll records and shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6.3 **Posting of Job Site Notices**. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).

4.14.6.4 **Notice of DIR Compliance Monitoring and Enforcement**. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

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

4.16 Insurance.

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

4.16.2 CONTRACTOR and all subcontractors will carry and provide Workers' Compensation insurance for the protection of its employees during the progress of the work and *provide Employers Liability in an amount not less than \$1,000,000*. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

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

4.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements

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

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

4.16.6 INSURANCE AMOUNTS. CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:

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

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 4.16.6 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

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

4.18 Termination.

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

Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

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

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

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

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

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

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this Contract and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

4.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, *each party shall be responsible for their own attorneys' fees, costs and necessary expenses.* If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

4.21 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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

To CITY: City of Garden Grove
 City Attorney
 11222 Acacia Parkway
 Garden Grove, California 92840

To CONTRACTOR: OCC Builders, Inc.
 Attention: Shauwki Haasen, President
 11037 Warner Avenue #111
 Fountain Valley, CA 92708

\\\\\\

(Agreement Signature Block on Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

City Clerk


Date: _____

"CONTRACTOR"
OCC Builders, Inc.

Contractor's State Lic. No. 999117

DIR Registration Number 1000036963

Expiration Date: 12/31/2018

By: Shauwki Haasen 

Title: President

Date: Feb 27, 17

Tax ID No. 80-0894505

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

APPROVED AS TO FORM:


Garden Grove City Attorney

OCC BUILDER, INC.
LIC.# 999117

Attachment "A"

IFB No S-1209

SPECIFICATIONS

**Furnish all Materials, Equipment, Tools and Labor for
the Remodel of an Existing Metal Building for Animal
Control Services per the bid specifications**

**City of Garden Grove, CA
ANIMAL SHELTER HOLDING FACILITY
LOCATED AT MUNICIPAL SERVICE CENTER**

13802 Newhope St. Garden Grove, CA 92843

INDEX TO SPECIFICATIONS

November 17, 2016

Animal Shelter holding

TECHNICAL SPECIFICATIONS

Number	Name of Section	pages	1st page	Last page
001	TITLE PAGE	1	1	1
002	INDEX TO SPECIFICATIONS	1	2	2
003	PROJECT DATA	1	3	3
	DIVISION 1 - GENERAL REQUIREMENTS:	10	4	13
	DIVISION 2 - SITEWORK:			
	02055 Demolition	2	14	15
	DIVISION 3 - CONCRETE:			
	03001- Concrete Work	2	16	17
	DIVISION 4 - Masonry	Not Used		
	DIVISION 5 - Metals			
	04500 Metal stud Framing (Optional)	2	18	19
	DIVISION 6 - Wood and Plastics			
	6100 Rough Carpentry	2	20	21
	6200 Finish Carpentry	2	22	23
	DIVISION 7 - Thermal and Moisture Protection			
	07210 Building Insulation	1	24	24
	DIVISION 8 - DOORS AND WINDOWS			
	8500 Windows	2	25	26
	08200 Wood Doors and Frames	2	27	28
	08710 Door Hardware	9	29	37
	DIVISION 9 - FINISHES:			
	09250 Gypsum Wallboard	3	38	40
	09300 Ceramic Tile	2	41	42
	09656 Epoxy Floor Finish	4	43	46
	09900 Paint	3	47	49
	DIVISION 10 - SPECIALTIES			
	10800 Restroom Accessories	2	50	51
	DIVISION 13 - Special Construction			
	13120 Dog Runs & Cages & Special Equipment	2	52	53
	DIVISION 15 - Mechanical:			
	15400 PLumbing	10	54	63
	15801 HVAC	2	64	65
	16000- Electrical and Lighting	4	64	69
		69		

NAME OF PROJECT:
ANIMAL SHELTER HOLDING FACILITY

OWNER: City of Garden Grove, CA
C/o A.J. Holmon and Mark Ladney - City of Garden Grove Public Works Dept.
13802 Newhope St.
Garden Grove, CA 92843

DESCRIPTION OF WORK:

The City of Garden Grove will accept proposals from qualified Contractors to furnish materials and labor to complete structure as described on the Drawings and Specifications.

Construction of new interior partitions and ceilings. Remodeling of interior of existing exterior walls, Furnishing and installing equipment as shown on plans and specified herein. This work will include new HVAC, electrical and plumbing work.

Specific requirements that must be met by all Contractors are contained in the attached bid documents, Basic requirements and technical Specifications. Other factors involved in the selection will be Cost of the Construction, Time of the Construction and track record of the Contractor in this type of work.

The City of Garden Grove reserves the right to select whichever Contractor that, in the opinion of the City, can most closely meet the requirements and needs for the projects.

Plans for the Basic Building Permit will be submitted and paid for by the City. General Contractor and/or his subcontractors will pickup and sign for all permits required.

OCCUPANCY: B

Type of Construction VI

SECTION 01001

BASIC REQUIREMENTS

PART 1 GENERAL

- 1 ATTACHMENT 1 - INCLUDED AS A PART OF THESE SPECIFICATIONS BUT NOT BOUND HEREIN, ARE SUPPLEMENTAL REQUIREMENTS BY THE CITY OF GARDEN GROVE. IN CASE OF CONFLICT WITH THIS SECTION THE MORE RESTRICTIVE CONDITION SHALL GOVERN.

SECTION INCLUDES

- A. Summary of Work:
 - 1.1 Work by Contractor
 - 1.2 Work By Owner
- B. Contract Considerations:
 - 1.3 Minimum Requirements.
 - 1.4 Use of Premises.
 - 1.5 Plans Permits and Licenses
 - 1.6 Inspection and Testing Allowances.
 - 1.7 Schedule of Values.
 - 1.8 Applications for Payment.
 - 1.9 Alternates.
- C. Coordination and Meetings:
 - 1.10 Coordination.
 - 1.11 Field Engineering.
 - 1.12 Cutting and Patching.
 - 1.13 Conferences.
 - 1.14 Progress Meetings.
- D. Submittal:
 - 1.15 Submittal Procedures.
 - 1.16 Construction Progress Schedules.
 - 1.17 Proposed Products List.
 - 1.18 Shop Drawings.
 - 1.19 Product Data.
 - 1.20 Samples.
 - 1.21 Manufacturers' Instructions.
 - 1.22 Manufacturers' Certificates.
- E. Quality Control:
 - 1.23 Quality Assurance/Control of Installation.
 - 1.24 References.
 - 1.25 Field Samples.
 - 1.26 Inspection and Laboratory Services.
- F. Construction Facilities and Temporary Controls:
 - 1.27 Temporary Electricity.

- 1.28 Temporary Lighting.
- 1.29 Telephone Service.
- 1.30 Temporary Water Service.
- 1.31 Temporary Sanitary Facilities.
- 1.32 Barriers and Fencing.
- 1.33 Water Control.
- 1.34 Exterior Enclosures.
- 1.35 Protection of Installed Work.
- 1.36 Security.
- 1.37 Parking.
- 1.38 Progress Cleaning.
- 1.39 Field Offices and Sheds.
- 1.40 Removal of Utilities, Facilities and Controls.

G. Material and Equipment:

- 1.41 Products.
- 1.42 Transportation, Handling, Storage and Protection.
- 1.43 Products Options.
- 1.44 Substitutions.

H. Starting of Systems:

- 1.45 Starting Systems.
- 1.46 Demonstration and Instructions.
- 1.47 Testing, Adjusting, and Balancing.

I. Contract Closeout:

- 1.48 Contract Closeout Procedures.
- 1.49 Final Cleaning.
- 1.50 Adjusting.
- 1.51 Project Record Documents.
- 1.52 Operation and Maintenance Data.
- 1.53 Warranties.
- 1.54 Spare Parts and Maintenance Materials.
- 1.1

A SUMMARY OF WORK:

1.1 WORK BY CONTRACTOR:

The new work shall be constructed above and around the existing Material Storage Bins.

1.2 WORK BY OWNER

B. CONTRACT CONSIDERATIONS:

1.3 MINIMUM REQUIREMENTS:

Details and specific requirements in these plans are minimum requirements only. All work shall conform to the California Building Code (current prevailing edition), unless the governing building department has different standards. All local applicable ordinances, laws, standards and regulations shall be adhered to.

It shall be assumed that the mechanics, craftsmen and subcontractors are sufficiently competent and knowledgeable in their own specific areas of work to be familiar with these applicable codes and requirements at the time of bidding and claimed ignorance of these standards during constructions shall not constitute a basis for obtaining extra charges. The act of offering a bid proposal shall be interpreted as evidence that the contractor or subcontractor has fully examined the site, the plans and

all contract documents affecting the work and unless he has notified the owner in writing of any conflict or condition which would prevent him from producing a completed and operational project, he shall be held to performance of the contract in every way and as reasonably implied therein.

1.4 USE OF PREMISES

- A. Limit use of premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others and Work by Owner.

As an essential condition of the contract, the owner may have access to and use of the premises without prejudicing any other condition of this contract. Before acceptance of the building by the owner, the building shall be fully operative, connected to all utilities and functioning perfectly with all on and off site work included in the contract completed to the satisfaction of the owner, local building officials and all parties having jurisdiction.

1.5 PLANS, PERMITS AND LICENSES:

- A. Plans for the building permit for the construction of this project shall be the responsibility of the General Contractor except as noted under Summary of work in this document. Plans for permits required for individual Plumbing, Electrical and HVAC subcontracts shall be prepared by the Contractors respective consultants and paid for by the General Contractor.
- B. All drainage fees; sewer fees, water acreage fees or street tree fees shall be paid for by the Owner.
- C. The General Contractor and all subcontractors shall have a current business license from the City of Garden Grove before beginning work on this project. The cost of these licenses shall be born by the Contractor or Subcontractor involved.

1.6 INSPECTION AND TESTING ALLOWANCE

- A. There is no Inspection and testing allowance in this contract. Cost of engaging an inspection or testing firm, execution of inspection or tests, and reporting of results, if required, shall be paid for by the General Contractor. Special testing required by the Owner, shall be as noted under section 1.26.

1.7 SCHEDULE OF VALUES

- A. Submit schedule on AIA Form G703. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

1.8 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702, unless noted otherwise in previous sections.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.

1.9 ALTERNATES

- A. Alternates (If any) quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option.
- B. Coordinate related Work and modify surrounding Work as required.

C. COORDINATION AND MEETINGS:

1.10 COORDINATION

- A. Coordinate scheduling, submittal, and Work of the various Sections of specifications to assure efficient and

orderly sequence of installation of interdependent construction elements.

- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.
- D. In finished areas, conceal pipes, ducts, and wiring within the construction.

1.11 FIELD ENGINEERING:

- A. Employ a Land Surveyor to locate a reference datum and protect survey control and reference points.
- B. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform with Contract Documents.

1.12 CUTTING AND PATCHING

- A. Employ a skilled and experienced installer to perform cutting and patching new Work; restore Work with new Products.
- B. Submit written request in advance of cutting or altering structural or building enclosure elements.
- C. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- D. Refinish surfaces to match adjacent finishes.

1.13 CONFERENCES

- A. City of Garden Grove will schedule a pre-construction conference after Notice of Award for all affected parties.
- B. When required in individual specification Section, convene a pre-installation conference at project site prior to commencing Work of the Section.

1.14 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum every two week intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

D. SUBMITTALS:

1.15 SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references. A minimum of 3 sets required unless more are requested under specific section of Specifications.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- D. Revise and resubmit submittal as required; identify all changes made since previous submittal.

1.16 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 20 days after date of Owner-Contractor Agreement for City of Garden Grove review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.
- C. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.

1.17 PROPOSED PRODUCTS LIST

- A. Within 20 days after date of Owner-Contractor Agreement, submit complete list of major Products proposed for use, with name of manufacturer, trade name, and model number of each Product.

1.18 SHOP DRAWINGS

- A. Submit in digital form and five 5 opaque reproductions.

1.19 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the City of Garden Grove.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this project.

1.20 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for City of Garden Grove's selection.

1.21 MANUFACTURERS' INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

1.22 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to City of Garden Grove for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

E. QUALITY CONTROL:

1.23 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.24 REFERENCES

- A. Conform to reference standard by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from City of Garden Grove before proceeding.

1.25 FIELD SAMPLES

- A. Construct field samples at the site for review as required by individual specifications Sections. Acceptable samples represent a quality level for the Work.

1.26 INSPECTION AND TESTING LABORATORY SERVICES

- A. If Owner requires additional testing, other than that normally required or called for in the plans and specifications, Owner will appoint and employ services of an independent firm to perform inspection and testing at Owners option. If after testing the item does not meet the required specification, Contractor shall pay for services of retesting. All other testing shall be paid for by the General Contractor.
- B. The independent firm will perform inspections, tests, and other services as required.
- C. Cooperate with independent firm; furnish samples as requested.
- D. Re-testing required because of non-conformance to specified requirements will be charged to the Contractor.
- E. Report observations and site decisions or instructions that are supplemental or contrary to manufacturers' written instructions.

F. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS:

1.27 TEMPORARY ELECTRICITY

- A. Connect to existing power service. Power consumption shall not disrupt Owner's need for continuous service. Owner to pay for power consumed.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.28 TEMPORARY LIGHTING

- A. Provide and maintain temporary lighting for construction operations.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

- C. Permanent building lighting may be utilized during construction.

1.29 TELEPHONE SERVICE

- A. Provide, maintain and pay for telephone service to field office at time of project mobilization.

1.30 TEMPORARY WATER SERVICE

- A. Connect to existing water source for construction operations.

1.31 TEMPORARY SANITARY FACILITIES

- A. Maintain required facilities and enclosures.
- B. Maintain in clean and sanitary condition.

1.32 BARRIERS AND FENCING

- A. Provide security to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage. Security may be in form of locking and maintaining existing doors in secure condition. Any demolition exposing area to unauthorized entry shall be secured by the General Contractor before leaving the premises each day. It is the General Contractors responsibility to maintain security of all areas of his work at all times.

1.33 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Prohibit traffic or storage upon waterproofed or roofed surfaces.

1.34 SECURITY

- A. Provide security and facilities to protect Work and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft. It shall be the General Contractors responsibility to pay for or replace any materials lost or stolen from the project.

1.35 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel.

1.36 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

1.37 PROJECT IDENTIFICATION

- A. Provide an 8 ft wide x 6 ft high project sign of exterior grade plywood and wood frame construction, painted, to City of Garden Grove's design and colors.
- B. Erect on site at location established by City of Garden Grove.

1.38 FIELD OFFICES AND SHEDS

- A. Office: Weather-tight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture and drawing display table. Use of interior room in area of work will be acceptable.

1.39 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion Final Application for Payment inspection.
- B. Remove underground installations to a minimum depth of 2 ft Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

G. MATERIAL AND EQUIPMENT:

1.40 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Use interchangeable components of the same manufacture for similar components.

1.41 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store and protect Products in accordance with manufacturer's instructions.

1.42 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.43 SUBSTITUTIONS

- A. City of Garden Grove will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- C. Submit three copies of requests for Substitution for consideration. Limit each request to one proposed Substitution.

H. STARTING SYSTEMS:

1.44 STARTING SYSTEMS

- A. Provide seven days notification prior to start-up of each item.
- B. Ensure that each piece of equipment or system is ready for operation.
- C. Execute start-up under supervision of responsible persons in accordance with manufacturers' instructions.
- D. Submit a written report that equipment or system has been properly installed and is functioning correctly.

1.45 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of final inspection.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.

1.46 TESTING, ADJUSTING, AND BALANCING

- A. Contractor shall appoint and employ services of an independent firm to perform testing, adjusting, and balancing. Contractor shall pay for these services as part of the General Contract.
- B. Reports will be submitted by the independent firm to the City indicating observations and results of tests and

indicating compliance or non-compliance with specified requirements and with the requirements of the Contract Documents.

- C. Cooperate with independent firm; furnish assistance as requested.
- D. Re-testing required because of non-conformance to specified requirements will be charged to the Contractor.

I. CONTRACT CLOSEOUT:

1.47 CONTRACT CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for City of Garden Grove's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

1.48 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces.
- C. Clean debris from site, roofs, gutters, downspouts, and drainage systems.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.49 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.50 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of Contract Documents to be utilized for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product Section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to City of Garden Grove with claim for final Application for Payment.

1.51 OPERATION AND MAINTENANCE DATA

- A. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", and title of project.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized, with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents:
 - 1. Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Operation and maintenance instructions, arranged by system.
 - 3. Project documents and certificates.

WARRANTIES

- E. Contractors shall provide a one year guarantee against defective workmanship and materials. The Contractor shall upon notification, immediately correct any and all defects that may occur within one year after signing the notice of completion. Contractor shall at the completion of the job, furnish the owner with all required "as built" drawings, all operating manuals for installed equipment and all manufacturers warranties and guarantees.
- F. Provide duplicate notarized copies.
- G. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- H. Submit prior to final Application for Payment.

1.52 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

END OF BASIC REQUIREMENTS SECTION 01001

SECTION 02055

DEMOLITION

PART 1: GENERAL

1.1 SCOPE OF WORK

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all DEMOLITION WORK as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

1.2 SECTION INCLUDES:

- A Saw cutting of existing slab for new waste.
- B Relocation of existing electrical or control wiring and conduit that could be damaged by new construction.

1.3 RELATED WORK:

1.4 REGULATORY REQUIREMENTS

- A. Conform to the requirements of the City of Garden Grove and OSHA standards for demolition of structure, safety of adjacent structures, dust control, service utilities, discovered hazards, and asbestos removal if required.
- B. Conform to the California Green Building Code in regards to storm water pollution and recycling requirements.

PART 2: PREPARATION

- A. Notify adjacent occupants and owners of work which may affect their property, potential noise, utility outage, or disruption. Coordinate with owner.
- B. Protect existing materials and structures which are not to be demolished.
- C. Protect existing items which are not indicated to be removed.

PART 3: EXECUTION

3.1 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures and building areas not scheduled to be removed.
- B. Coordinate work with the City of Garden Grove representative
- C. Maintain protected egress and access at all times. Do not close or obstruct roadways sidewalks without permits.
- D. Cease operations immediately if adjacent structures appear to be in danger. Notify Owner and Architect.
- E. If plywood shear walls are encountered, notify the Architect or City Engineer before proceeding with removal. Do not remove unless approved by the above to do so.

3.2 SELECTIVE DEMOLITION

- A. Demolish and remove components in an orderly and careful manner, in sequence as indicated on Drawings or as required by General Contractor to obtain an efficiently run operation..
- B. Protect existing supporting structural members and finishes scheduled to remain.

3.3 PREPARATION

- A. Provide, erect, and maintain temporary barriers and security devices.
- B. Protect existing items which are not indicated to be removed.

3.4 CLEAN UP

- A. Remove demolished materials from site as work progresses. Leave areas of work in clean condition.

END OF DEMOLITION SECTION

SECTION 03001

CONCRETE

PART 1 GENERAL

1.1 SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all CONCRETE WORK as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

1.2 SECTION INCLUDES

- A. Filling of slab where cut for installation of new plumbing under existing slab.

1.3 WORK INCLUDED:

- A. Furnishing and installation of all dowels, bolts, sleeves and anchors embedded in concrete.
- B. All formwork required for concrete work.
- C. Furnishing and installation of all reinforcing steel embedded in concrete.
- D. Furnishing and installation of any base material.

1.4 GENERAL:

All work shall comply with the California Building Code, (current prevailing edition) and the requirements of the City of Garden Grove Building Department.

1.5 PERMITS, LICENSES AND INSPECTIONS:

This Contractor shall call for all inspections required for his portion of construction by the City of Garden Grove. He shall show proof of workman's compensation insurance and pay for a CITY BUSINESS LICENSE per section 01001 of this specification.

1.6 QUALITY ASSURANCE

- A. Construct and erect concrete formwork and cast-in-place concrete work in accordance with ACI 301, unless specified otherwise in this Section.
- B. Perform concrete reinforcing work in accordance with ACI 301 and Manual of Standard Practice ASTM A184, unless specified otherwise in this Section.

PART 2 PRODUCTS

2.1 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A615, intermediate grade 40 ksi (276 MPa) yield grade; deformed new billet steel bars.
- B. Welded Steel Wire Fabric: ASTM A185, plain type, in flat sheets.
- C. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for support of reinforcing.
- D. Fabricate concrete reinforcing in accordance with ACI 315.

2.2 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type II, low alkali, Portland type,
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean, potable and not detrimental to concrete.

2.3 CONCRETE MIX

- A. Ready-mixed concrete shall conform to U.B.C. Standard no. 26-13. Mix and deliver concrete in accordance with ASTM C94.
- B. Provide concrete of the following strength: (Unless indicated differently on Structural drawings.)
 - 1. Compressive Strength: 1,600 psi (7 day).
 - 2. Compressive Strength: 2,500 psi (28 day).
 - 3. Slump: 4 inches.
- B. If concrete of f_c' over the 2,500 psi noted herein is called for on Plans then that concrete will require special inspection.

PART 3 EXECUTION

All concrete work shall be level, straight and even, or sloped when required as noted on plans. Then finished in the appropriate manner. Steel trowel finish on interior and light broom finish on exterior walks, slabs and steps. Exterior walks, slabs and steps shall be sloped at a rate of 1/4" per foot for drainage unless specified otherwise on drawings.

3.1 REINFORCEMENT PLACEMENT

- A. Place reinforcement, supported and secured against displacement prior to placing concrete.
- B. Ensure reinforcing is clean, free of loose scale, dirt, or other foreign coatings.
- C. Install #3 dowels (or larger if noted on plans) @ 18" o.c., embedded min. 4" into existing slab and projecting at least half way across opening at all sawcuts for plumbing or similar trenching. Embed into existing concrete using epoxy cement bond approved for this use.

3.2 PLACING CONCRETE

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's instructions.
- B. Place concrete continuously between predetermined expansion, control and construction joints. Do not break or interrupt successive pours such that cold joints occur.
- C. Where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack with non-shrink grout.

3.3 CONCRETE WALK FINISHING

- A. Finish concrete walk surfaces in accordance with ACI 301. and ACI 302.
- B. Uniformly spread, screed, and float concrete.
- C. Steel trowel surfaces and finish with light broom finish.

3.4 CURING

- A. CURING METHOD: Apply sodium silicate base curing compound "CURE-TREAT R.T.U." as manufactured by D.F.C. Curing compound shall comply with ASTM C309 or ASTM C1316.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. If curing materials specified should effect bonding or are not recommended by Epoxy floor finish manufacturer, then do not use. Verify with Architect any other method of curing

3.5 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required lines, details and elevations, as directed by City of Garden Grove/Engineer.

SECTION 05400

METAL STUD FRAMING

(Optional)

1 PART 1 GENERAL

1.1 SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all METAL STUD FRAMING WORK as shown on the drawings or specified herein. This section is an alternate to wood stud framing of interior partitions. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

METAL STUD FRAMING: As an option, metal stud framing may be used in place of wood stud framing provided all elements meet minimum building code standards and requirements listed below. If this option is selected by the Contractor, he shall be required to meet all of the structural requirements, sizes and details currently detailed or specified in wood at no additional cost.

1.2 SECTION INCLUDES

- A. Metal stud wall framing.
- B. Metal channel ceiling framing.
- C. All Steel framing required to install window, exhaust fans and penetrations through existing metal building.
- D. All backing for other trades and equipment.

1.3 RELATED WORK NOTED ELSEWHERE:

- A. Windows.
- B. Gypsum board with taped and sanded joint treatment.
- C. Building insulation.
- D. Optional wood stud framing.

1.4 SYSTEM DESCRIPTION

- A. This Section added as an alternate method of framing interior, non-bearing partitions. Either wood studs or metal studs may be used at the option of the General Contractor. If this option is to be used, it shall be so stated at the time of submitting bids.
- B. Conform to applicable codes for fire rated assemblies where required and to all structural and architectural requirements.
- C. If this system of partition construction should be used in lieu of wood stud construction, it shall be the responsibility of the Contractor to complete the construction as detailed in wood as required by the building department. Any additional costs for larger or stronger material shall be borne by this Contractor.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM C840, GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board, and GA-600 - Fire Resistance Design Manual.
- B. Work shall meet the requirements of:
 - 1. American Iron and Steel Institute (A.I.S.I.), Design of Cold Formed Steel Structural Members, 1980.
 - 2. American Welding Society (A.W.S.) D.1.3, 1981 Structural Welding code - Sheet Steel.
 - 3. American Institute of Steel Construction (A.I.S.C.), Manual of Steel Construction, latest edition.

2 PART 2 PRODUCTS

2.1 METAL STUD SYSTEM

- A. Manufacturers:
 - 1. Milcor Division of Inryco. Type 20 ga, galvanized.
 - 2. CIMCO Type 20 ga, galvanized.
- B. Studs and Tracks: Shall meet ICBO report #4560 and ASTM A-568; galvanized sheet steel, 20 gage thick, C shape, with serrated faces with a minimum yield point of 33,000 psi. Steel must comply with the ductility requirements listed in Section 27.902 of UBC Standard No. 27-9.
- C. **SHOT PINS:** Install track to concrete slab with power driven shot pins meeting ICBO report #2388. Approved manufacturer: "Hilti" SDS22 P8, 7/8" long shaft, drywall track pins or "Ramset" #1506. Space pins @ minimum 32" O.C. or as required by code.

2.2 ACCESSORIES

- A. Acoustical Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.

3 PART 3 EXECUTION

3.1 INSTALLATION - METAL STUDS

- A. Install studding in accordance with ASTM C754.
- B. Metal Stud Spacing: As noted on drawings, but in no case to exceed 24 inches o.c.
- C. Partition Heights: To height to bottom of 2nd floor sheathing or roof sheathing as appropriate.

3.2 INSTALLATION - CEILING FRAMING

- A. Install in accordance with ASTM C754.
- B. Coordinate location of hangers with other work. Install ceiling framing independent of walls, columns, and above ceiling work.
- C. Reinforce openings in ceiling suspension system which interrupt main carrying channels or furring channels, with lateral channel bracing. (If suspended ceiling is required per plans)
- D. Laterally brace entire suspension system. (If suspended ceiling is required per plans)

3.3 INSTALLATION - ACOUSTICAL ACCESSORIES

- A. Install acoustical sealant under floor plate, where stud abuts masonry walls and within partitions in accordance with manufacturer's instructions.

3.4 TOLERANCES

Maximum Variation from True Flatness: 1/8 inch in 10 feet in any direction.

END OF SECTION

SECTION 06100

ROUGH CARPENTRY

1 PART 1: GENERAL

1.1 SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all ROUGH CARPENTRY WORK as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

1.2 SECTION INCLUDES

- A. New structural and non-bearing walls and ceiling framing.
- B. Installation of rough hardware incidental to work of this Section.
- C. Backing for items requiring backing including those items indicated in Restroom Accessories (Section 10800).
- D. Miscellaneous cutting, blocking and wood framing required for other trades.

1.3 RELATED WORK NOTED ELSEWHERE:

- A. Section 06200 "Finish Carpentry".
- B. Section 09111 "Metal Stud Framing" (ALTERNATE).

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with the following agencies:
 - 1. Lumber Grading Agency: Certified by ALSC.
 - 2. Plywood Grading Agency: Certified by APA.

2 PART 2 PRODUCTS

2.1 LUMBER MATERIALS

- A. Lumber Grading Rules: WWPA.
- B. Beam Framing: Stress Group 1500 p.s.i., Douglas Fir species, No. 1 grade, 19 percent maximum moisture content.
- C. Joist Framing: Stress Group 1500, Douglas Fir species, No. 1 grade, 19 percent maximum moisture content.
- D. Non-structural Light Framing: Stress Group 1050, Douglas Fir species, Construction grade, 2" to 4" thick and 2" to 4" wide classification, 19 percent maximum moisture content.
- E. Studding: Stress Group 600 psi, Douglas Fir species, Stud grade, 2" to 4" thick and 2" to 4" wide classification, 19 percent maximum moisture content.
- F. Sill Plate: Pressure treated douglas fir.

2.2 ACCESSORIES

- A. Fasteners: Galvanized steel for exterior, high humidity, and treated wood locations, plain finish elsewhere.

- B. Joist Hangers: Galvanized steel, sized to suit framing conditions.

3 PART 3 EXECUTION

3.1 FRAMING

- A. Erect wood framing members in accordance with Uniform Building code. Place members level and plumb. Place horizontal members crown side up.
- B. Frame double joist headers at floor and ceiling openings. Frame rigidly into joists. Frame double joists under wall studding.
- C. Bridge floor joists framing in excess of 8 feet span at mid-span of members. Fit solid blocking at ends of members.
- D. Curb all roof openings except where curbs are provided. Construct curb members of single pieces per side.

3.2 SHEATHING

- A. Install roof sheathing perpendicular to framing with end joints staggered. Secure sheet edges over firm bearing.
- B. Install sheathing to two span continuous 48 inches minimum length.
- C. Secure wall sheathing with ends staggered, over firm bearing.

END OF RO. CARPENTRY SECTION

SECTION 06200

FINISH CARPENTRY

1 PART 1: GENERAL

1.1 SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all FINISH CARPENTRY WORK as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

1.2 SECTION INCLUDES

- A. Finish carpentry items, including new doors, hardware and attachment of accessories.
- B. Installation of doors, jambs and door hardware.
- C. Cabinets and counter tops.
- F. Any other cabinets noted as new on plans and/or Interior elevations.

1.3 RELATED WORK NOTED ELSEWHERE:

- A. Hardware for all doors. (SECTION 08710)
- B. Wood Doors, section 08200.

1.4 QUALITY ASSURANCE

- A. Perform cabinet work in accordance with Woodwork Institute of California (W.I.C.) Custom quality.

2 PART 2: PRODUCTS

2.1 CABINETS:

- A. Shall be "Woodwork Institute of California" (WIC) Custom grade. All exposed finishes to be laminated plastic covered, Euro-style, WIC style A-Type 1.
- B. Plastic Laminate shall be as specified in Section 2.3 below.
- C. Countertops shall be "Laminated Plastic with rounded outer corners and selfcoved splash. or approved equal.

2.2 FINISH MATERIALS

- A. Plastic Laminate: Shall be as manufactured by Wilson Art or approved equal, NEMA LD 3.1. Color, pattern and surface texture as selected by City of Garden Grove. See finish schedule under cabinets for location of counter top material.

2.3 LUMBER MATERIALS

- A. Softwood Lumber: PS 20; Graded in accordance with WIC Custom standards; maximum moisture content of 6 percent.
- B. Hardwood Lumber: Graded in accordance with Custom; oak species, maximum moisture content of 8 percent.

2.4 SHEET MATERIALS

- A. Softwood Plywood: PS 1 Grade C-D; Graded in accordance with APA, veneer core.
- B. Wood Particle board: ANSI A208.1 Type 1 2; standard, composed of wood chips made with waterproof resin binders, sanded faces.

C. Hardboard: ANSI A135.4; Pressed wood fiber with resin binder; tempered grade.

2.5 ACCESSORIES

- A. Fasteners: Size and type to suit application; Electro galvanized steel for exterior, high humidity and treated wood locations, plain finish elsewhere.
- B. Contact Adhesives: "Lockwood" contact cement.
- C. Wall Adhesive: Cartridge type, compatible with wall substrate, capable of achieving durable bond.

2.6 HARDWARE

A. Cabinet Hardware:

- (1) HINGES: Blum or equal, self closing, concealed, with a minimum 125 degree open angle.
- (2) PULLS: "Bainbridge" BA1710- recessed. finish as selected by Owner.
- (3) SHELF STANDARDS: KV255, KV256 supports, stainless finish.
- (4) SHELF BRACKETS: type to match brackets.
- (5) DRAWER SLIDES:
 - (a) "Blum" epoxy coated bottom mount, 100 lb. load capacity for standard drawers.
 - (b) "Accuride" full extension, 150 lb load capacity for file drawers.

B. Door Hardware: See Door Hardware schedule in Section 08705.

2.7. FABRICATION

- i) Fabricate to W.I. Custom standards.

PART 3 EXECUTION

a) INSTALLATION

- i) Install work in accordance with W.I. Custom Quality Standard.
- ii) Set and secure materials and components in place, plumb and level.
- iii) Cover exposed edges of shelving with laminated plastic edging.
- iv) Apply plastic laminate finishes with adhesive over entire surface. Apply laminate backing sheet on reverse side of plastic laminate finished surfaces.
- v) Install hardware supplied by Section 08705 in accordance with manufacturer's instructions.

b) PREPARATION FOR FINISH

- i) Sand work smooth and set exposed fasteners. Apply wood filler in exposed fastener indentations.
- ii) Site Finishing: Refer to Section 09900.

END OF SECTION

SECTION 07210

BUILDING INSULATION

PART 1 GENERAL

1.1 SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all BUILDING INSULATION WORK as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

SECTION INCLUDES

- A. Installation of new batt insulation in all existing exterior walls except overhead doors.
- B. Installation of new R-19 batt insulation in existing sloped roof/ceiling.
- C. Installation of new sound batt insulation in all New interior walls and on new 8'-0" high interior ceilings

ENVIRONMENTAL REQUIREMENTS

Install insulation in accordance with manufacturer's instructions and State of California Environmental and OSHA standards.

PART 2 PRODUCTS

1.2 INSULATION MATERIALS

- 1. R-19 Batt Insulation : ASTM C665; Type I Owens Corning PSK-faced (White), Ecotouch Flame spread 25 fiberglass insulation. To be installed on existing roof/ceiling .
- 2. R-19 " Thermal batt insulation ASTM C665; Type I Owens Corning "Ecotouch" thermal batt insulation. To be installed inside existing exterior metal walls.
- 3. R-11 Batt Insulation : ASTM C665; Type I glass fiber sound insulation batts. "Sonobatts" as manufactured by Owens Corning Fiberglas Corp, To be installed in new wood or metal stud partitions and their ceilings.

PART 3 EXECUTION

EXAMINATION

Verify that electrical and plumbing work in walls is installed and that all new or open walls scheduled to receive drywall are ready to receive insulation.

INSTALLATION - BATT INSULATION

Install in partitions full height to underside of existing roof.
Fit insulation tight in spaces. Leave no gaps or voids.
Install friction fit insulation tight to framing members, completely filling prepared spaces.

END OF BUILDING INSULATION SECTION

SECTION 08560

WINDOWS

PART 1 GENERAL

1.1 SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all VINYL WINDOWS as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

1.2 SECTION INCLUDES

- A VINYL windows.

1.3 RELATED WORK NOTED ELSEWHERE:

- A. Demolition section.
- B. Steel framing of opening in existing exterior metal wall.

1.4 SYSTEM DESCRIPTION

- A. Remove portion of existing metal siding to fit new vinyl windows,
- B. Install new window using recommended methods with flashing installed to protect wall from leakage and proper functioning of windows after completion.
- C. Drain water entering the frame, to exterior.

1.5 SUBMITTALS

- A. Shop Drawings: Indicate dimensions, relation to construction of adjacent work, air and vapor seal with adjacent construction, component anchorage and locations, anchor methods, shim methods and materials, hardware, and installation details.

PART 2 PRODUCTS

2.1 WINDOW UNITS

- A. Units are vinyl, dual glazed, sliding windows. Anderson or approved equal.
- B. Weather Stripping: Roll formed stainless steel brass wool pile flexible plastic, configured for a flexible fit.
- C. Bituminous Paint: Asphaltic coating.
- D. Anchor Devices: Non-corroding.

2.2 GLASS AND GLAZING MATERIALS

- A. Glass and Glazing Materials in Window Lights: Dual glazed As specified in Section 08800, Type glass.

2.3 HARDWARE

- A. Horizontal Sliding Sash: Extruded PVC interfacing tracks Nylon ball bearing rollers in steel bracket, screw adjustable, with limit stops in head and sill track.
- B. Sash lock: Lever handle with cam lock.

C. Threshold: Extruded aluminum, sloped to exterior, except interior sliding door shall be as noted.

D. Bottom Rollers: Stainless steel, adjustable.

E. Limit Stops: Resilient rubber .

2.4 FABRICATION

A. Fabricate frames and mullions with reinforced corners and joints. Supplement frame with internal reinforcement where required for structural rigidity.

B. Permit internal drainage weep holes and channels to migrate moisture to exterior.

C. Form glass stops, exterior sills, closures, weather stops, and flashings of same material as window frame.

D. Assemble insect screens of formed rectangular sections with mesh set into frame and secured. Fit frame with four spring loaded pin retainers.

E. Double weather strip operable units.

F. Apply asphaltic paint to concealed metal surfaces in contact with cementitious surfaces or dissimilar metals.

2.5 FINISHES

A. Exterior and Interior Surfaces: As selected by Owner.

B. Conceal Steel Items: Galvanize to 2.0 oz/sq ft. Prime paint.

C. Apply bituminous paint to concealed aluminum and steel surfaces in contact with cementitious or dissimilar materials.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Verify that rough openings are correctly sized and located.

B. Prepare opening to permit correct installation of frame and achieve continuity of air and vapor barrier seal.

3.2 INSTALLATION

iii) Install frames, glazing, hardware and flashings in accordance with manufacturer's instructions.

iv) Use anchorage devices to securely attach frames to structure.

v) Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.

vi) Install glass in accordance with Section 08800, using vinyl glazing channel method of glazing.

vii) Install perimeter type sealant, backing materials, and installation requirements in accordance with Section 07900.

3.3 SCHEDULES

viii) See drawing sheet A-9 for sliding door and window schedule.

END OF windows SECTION

SECTION 08200

WOOD DOORS and FRAMES

1 PART 1: GENERAL

1.1 SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all WOOD DOOR WORK as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

1.2 SECTION INCLUDES

- A. Prefinished "laminated plastic finished" wood type doors.
- B. Steel frames for these doors.
- C. All vents in doors related to these doors and frames.

1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. Finish Carpentry, (Section 06200).
- B. Door hardware under section 08708

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with the following:
 - 1. ANSI/NWWDA I.S.I.
 - 2. Fire Door and Panel Construction: Conform to ASTM E152 NFPA 252 UL 10B.
 - 3. Installed Door and Panel Assembly: Conform to NFPA 80 for fire rated class as scheduled, as indicated.

2 PART 2 PRODUCTS

2.1 DOOR TYPES

- A. Wood Doors shall be prefinished "Laminated Plastic finish" doors. They shall have a prefinished surface of laminated plastic and fitted for metal frames listed below. When required to be fire rated, they shall be a minimum of 20 minute fire resistive or better as noted on door schedule. Rated doors shall have fire rated frames of equal or higher rating.

2.2 DOOR JAMBS (frames)

- A. Frames for wood type doors designated as "Timely" on doors schedule shall be 18 ga. series "C" Pre-finished steel frames as manufactured by "Timely Industries" of Sun Valley, CA. Color shall be browntone or as selected by City of Garden Grove. Acceptable substitute - "Rediframe" of equal metal thickness and finish as manufactured by "Slimfold Manufacturing Co."

2.3 FABRICATION

- A. Fabricate non-rated doors in accordance with ANSI/NWWDA I.S.I requirements.
- B. Fabricate fire rated doors in accordance with ANSI/NWWDA I.S.I and to UL Warnock-Hersey requirements. Attach fire-rating label to door edge.

- C. Fabricate doors with hardware reinforcement blocking in place.
- D. Factory machine doors for finish hardware.
- E. Factory pre-fit doors for frame opening dimensions identified on shop drawings.

3 PART 3 EXECUTION

3.1 INSTALLATION

- A. All items under this heading shall be set in their correct locations as shown on the plans and shall be level, square, plumb and at proper elevation and alignment with other work in accordance with manufacturer's instructions and ANSI/NWWDA I.S.1 requirements.
- B. Hardware shall be installed on the doors as specified in the hardware schedule, well secured, straight, neat, complete and in perfect working condition.
- C. Adjust doors for smooth and balanced door movement.

3.2 INSTALLATION TOLERANCES

- A. Conform to ANSI/NWWDA requirements for fit and clearance tolerances and maximum diagonal distortion.

3.3 SCHEDULE

- A. See Door Schedule sheets A-2 of the drawings and floor plan sheets A-3 for additional information on these doors.

END WOOD DOORS SECTION

SECTION 08710

DOOR HARDWARE

PART 1 GENERAL

1.01 SUMMARY

- A. Hardware for Wood, Hollow Steel, Aluminum Plastic Laminate Faced doors.
- B. Thresholds.
- C. Gasketing.

1.02 REFERENCES

- A. ANSI A117.1 - Specifications for making buildings and facilities accessible to and usable by Physically Handicapped People.
- B. NFPA 80 - Fire Doors and Windows.
- C. NFPA 101 - Fire Life Safety
- D. WIC - Woodwork Institute of California.
- E. BHMA - Builders' Hardware Manufacturers Association.
- F. DHI - Door and Hardware Institute.
- G. NAAMM - National Association of Architectural Metal Manufacturer.
- H. CBC - California Building Code
- I. SDI - Steel Door Institute.
- J. ADA - Americans With Disabilities Act.

1.03 COORDINATION

- A. Coordinate work of this Section with other directly affected Sections involving manufacturer of any internal reinforcement for door hardware.

1.04 QUALITY ASSURANCE

- A. Manufacturers: Companies specializing in manufacturing door hardware with minimum five years experience.
- B. Hardware Supplier: Company specializing in supplying institutional door hardware with three years documented experience. Company shall employ Architectural Hardware Consultant (AHC) who shall be available for jobsite meetings and required by Architect, owner or contractor.
- C. Source Limitation: Obtain each type and variety of door hardware from only one

manufacturer, although several may be indicated as offering products complying with requirements.

- D. Scheduled Designations: Except as otherwise indicated, the use of one manufacturer's numeric designation system in schedules does not imply that another manufacturer's products will not be acceptable, unless they are not equal in design, size, weight, finish, function, or other quality of significance. However, do not make substitutions after Architect's acceptance of hardware supplier's completed hardware schedule.

1.05 REGULATORY REQUIREMENTS

- A. Conform to California Building Code and NFPA Standard No. 80, for requirements applicable to fire rated doors and frame.
- B. The hardware schedule shall detail all door locations, sizes, materials, labels and proper handing.
- C. Conform to the applicable sections of the California Building Code, CBC Sections 1133B.2.1, 1133B.2.5, 1133B.2.5.1, 1003.1.8, 1003.3.1.9, and 1133B.2.4.1.
- D. Provide UL labels on all panic devices in fire-rated openings.
- E. Provide California State Fire Marshall Listing for all fire exit hardware.
- F. Comply with ADA - Americans with Disabilities Act.

1.06 SUBMITTALS

- A. Submit schedule, shop drawings, and product data under provisions of Section 01300, Submittals. The Door Schedule on the Contract Drawings indicates which Hardware Group is to be used with each door.
- B. The hardware schedule shall detail all door locations, sizes, materials, labels and proper handing.
- C. Indicate locations and mountings heights of each type of hardware.
- D. Provide product data on specified hardware.
- E. Indicate quantity, complete part numbers and installation location for each piece of hardware.
- F. Provide final keying charts for Owner approval.
- G. Submit manufacturer's part list, templates and installation instructions under provision of Section 01300, Submittals.
- H. Submit manufacturer's certificate that fire-rated hardware meets or exceeds specified requirements.

1.07 OPERATION AND MAINTENANCE DATA

- A. Submit operation and maintenance data.
- B. Include data on operating hardware, lubrication requirements, and inspection procedures

related to preventative maintenance.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually, group small items together, label and identify package with door opening code to match hardware schedule. Identify location of each door opening. Deliver in strong sturdy containers.
- B. Deliver keys to Owner by security shipment direct from Lock Manufacturer. Failure to comply will result in rekeying of facility at supplier's expense.
- C. Protect hardware from theft by cataloging and storing in dry, secure area.

1.09 GUARANTEE

- A. Provide a 2-year written guarantee. Said guarantee shall read as follows: "For a period of not less than two (2) years, we (Firm Name) will service and or replace, at no charge to the Owner, any part proving defective due to faulty manufacture of materials. Exit Devices to be guaranteed for five years & Door Closers shall be guaranteed for twenty-five years. This guarantee does not cover abnormal operation conditions or abusive jobsite treatment after acceptance of work by Owner".

1.10 MAINTENANCE MATERIALS

- A. Provide special wrenches and tools applicable to each different or special hardware component.
- B. Provide maintenance tools and accessories supplied by hardware component manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

<u>Hardware Item</u>	<u>Listed Manufacturer</u>	<u>Approved Equals</u>
HINGES	(BOM) Bommer	As Listed
LOCKS & CYLINDERS	(MAR) Marks USA	As Listed
DOOR CLOSERS	(DOR) Dorma	As Listed
PUSH/PULLS/KICKS	(TRI) Trimco	As Listed
WALL & FLOOR STOPS	(TRI) Trimco	As Listed
WEATHERSTRIP & THRESHOLDS	(NGP) National Guard Products	As Listed

2.02 KEYING

- A. Locks, Deadbolts, Cylinders, Padlocks
 - 1. All Locks and Cylinders shall be keyed to an existing 6-pin Grandmasterkey system. Furnish 6 of each Masterkey. Furnish 3 change keys per lock.

2. All Keying requirements shall be established by Hardware Distributor with input from Owner and Architect.
3. Deliver all Permanent keys directly to Owner's Representative via registered delivery.

2.03 KEY CONTROL SYSTEM & CABINET – Not Required

2.04 FINISHES

- A. Finishes are identified in Schedule at end of this Section.
- B. Finishes to conform to the following standards of symbols.

<u>Finish/Description</u>	<u>US Symbol</u>	<u>BHMA No.</u>
1. Prime Coat	PC	600
2. Polished Brass	3	605
3. Satin Brass	4	606
4. Polished Bronze	9	611
5. Satin Bronze	10	612
6. Oil Rubbed Bronze	10B	613
7. Satin Chromium	26D	626/652
8. Polished Chromium	26	625/651
9. Stainless Steel	32D	630
10. Polished Stainless Steel	32	629

2.05 SUBSTITUTION REQUESTS

- A. No substitutions for manufacturer's products specified or those listed as an approved equal will be allowed unless written request is submitted. Requests for approval shall comply with Section 01630, Product Options and Substitutions. All requests for substitution must be submitted with a CSI substitution form.
- B. Requests for substitution must list specified item (s) and the proposed substitution. Catalog cuts for specified item (s) and the proposed substitution must be included with transmittal. Include cost savings where applicable.
- C. Requests for substitution must also state the effects that the substitution will have on other trades.
- D. Products listed in the specification have been selected for the performance required for this project. Any proposed substitution must meet the material content, design, accessory features and installation requirements or approval will be denied.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that doors and frames are ready to receive work and dimensions are as indicated on shop drawings.
- B. Verify that power supply is available to power operated devices.

- C. Beginning of installation means acceptance of existing conditions.

3.02

INSTALLATION

- A. Install hardware in accordance with Manufacturer's instructions and with CBC Section 1133B.2.5.1.
- B. Use the templates provided by hardware item manufacturer.
- C. Mounting heights for Hardware:
 - 1. Locksets: 40-5/16 inches from floor to centerline of lever or handle.
 - 2. Hinges: 5 inches from head of opening to top of top hinge; 10 inches from finish floor to bottom of bottom hinge; intermediate hinge(s) spaced equidistant between top and bottom butts.
- D. Conform to ANSI A117.1 for positioning requirements for accessibility.
- E. After fitting hardware to doors remove all finish hardware except butt hinges, carefully replace in properly marked boxes and place in storage until painting and finishing is completed. After painting and finishing is completed, permanently install finish hardware.
- F. Secure finish hardware with suitable fasteners of the same material and finish as the item being attached. Contractor shall provide blocking in walls to receive wall stops or holders.
- G. Provide expansion anchors for attaching hardware items to concrete or masonry.
- H. Mount exit devices and closers on mineral or particle core fire doors with closed head sex bolts.

3.03

FASTENERS

- A. Screws for strikes, face plates and similar items shall be flat phillips head, countersunk type; provide machine screws for metal and standard wood screws for wood.
- B. Screws for butt hinges shall be flat phillips head, countersunk, full-thread type.
- C. Fastening of closer bases of closer shoe to doors shall be by means of sex bolts and spray painted to match closer finish.
- D. Use manufacturer's supplied attachments.

3.04

BUTT HINGES

- A. Furnish 3 ea. 4-1/2" ball or 'oilite' bearing hinges at doors up to 89" tall. Furnish one additional hinge for each additional 30" of door height.
- B. Furnish 5" extra heavy duty hinges at doors 42" and wider.
- C. Furnish 5" extra heavy duty hinges where listed in hardware groups.
- D. Provide extra heavy duty hinges where listed in hardware groups.

- E. Stainless steel hinges shall have stainless steel pins and shall be manufactured with 304L stainless steel.
- F. Provide sufficient hinge width to clear trim and allow 180 degree swing.
- G. All hinges shall be manufactured in the United States of America.

3.05 LOCKS

- A. Provide locks as scheduled with 2-3/4" backset. Locks for labeled doors shall be ANSI Grade I – Certified and UL Listed for 3 hours.
- B. Furnish strikes with curved lip of sufficient length to clear trim and protect clothing.

3.06 DOOR CLOSERS

- A. Provide adjustable sized closers with the following maximum pressure for opening of doors. Adjust closers after installation and test doors in the event of fire.
 - 1. Maximum effort to operate doors shall not exceed 5 pounds for exterior doors and 5 pounds for interior doors, such pull or push effort being applied at right angles to hinged doors and at the center plane of sliding or folding doors.
 - 2. Compensating devices or automatic door operators may be utilized to meet the above standards.
 - 3. When fire doors are required, the maximum effort to operate the door may be increased to the minimum allowable by the appropriate administrative authority, not to exceed 15 pounds.
- B. Comply with CBC Section 1133B.2.5.
- C. If the door has a closer, then the sweep period of the closer shall be adjusted so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the landing edge of the door.
- D. The Factory representative for the door closer manufacturer shall visit the project prior to acceptance of the project by the owner to insure installation and adjustment of the closers has been performed properly.
- E. The supplier and installer shall furnish mounting plates and brackets necessary to allow for a complete and secure installation, whether specified or not.
- F. Where parallel arm closers are mounted in conjunction with surface mounted door seal, and the closer will be mounted on top of the seal, provide parallel arm brackets with spacer blocks to secure the bracket with the "5th" screw attachment. Spacer blocks shall be furnished 3/4" in height when seal extrusion is 1/4" and the frame stop is 1/2" in depth. If frame stop is 5/8", the spacer block shall be 7/8" in height.

3.07 SIGNS

- A. Exit doors with dead locks (for "B" occupancies) shall have indicating type lock hardware or appropriate signing in accordance with CBC Sections 1117B.5 & 1103.2.4, "THIS DOOR TO REMAIN UNLOCKED WHENEVER THE BUILDING IS OCCUPIED"..

3.10

THRESHOLDS, DOOR SEALS, DOOR BOTTOMS, DOOR SWEEPS AND ASTRAGLS

- A. Standard: BHMA A156.21 and A156.22. Listed under Category J in BHMA's "Certified Product Directory".
- B. General: Provide continuous weatherstrip gasketing on exterior and provide smoke, intumescent, light or sound gasketing on interior doors as indicated and specified in the individual finish hardware sets. Provide manufacturers supplied non-corrosive fasteners for exterior applications and elsewhere as indicated.
 - 1. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame. Where NGP 700ASseal is specified, install seal before exit device strikes and closers.
 - 2. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
 - 3. Door Bottoms: Shall require low force operation and shall be applied to the bottom of the door, forming a seal with the threshold when door is closed.
- C. Air Leakage: Not to exceed 0.50 CFM per foot (0.000774 cu. m/s per m) of crack length for gasketing, other than for smoke control, as tested in accordance to ASTM E 283.
- D. Smoke-Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke-control ratings indicated, based on testing according to UL 1784.
- E. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252, UBC Standard 7-2 and UL 10B & C.
- F. Sound Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated, based on testing according to ASTM 1408.
- G. Color of Seal & Brush Material: Provide all seals, sweeps and door bottoms with matching color of extrusions and seal & brush material..
- H. Surface applied sweeps and door bottoms shall be mounted with an attachment screw located within ¼" of each end of aluminum extrusion holding the seal.
- I. When screw on gasketing is applied to the frame, an attachment screw shall be applied within ¾" each end of the extrusion holding the seal.
- J. Thresholds: Shall meet accessibility requirements to comply with "Americans with Disabilities Act" (ADA), Title 24 of the California Building Code (CBC) Section 1133B.2.4.1 and to "Accessibility Guidelines for Building and Facilities (ADAAG)".
 - 1. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than ½ inch (13mm) high.
 - 2. Thresholds shall be extruded from 6063-T5 alloy aluminum, and /or #385 alloy bronze/brass.
 - 3. Thresholds/carpet separators shall be provided as necessary to comply with NFPA

80 fire codes.

4. Thresholds installed at exterior locations shall be set in a full bed of butyl mastic.
5. Thresholds at doors requiring sound control shall be set in a full bed of butyl mastic. This would include conference rooms, elevator equipment rooms, etc.

K. Warranty: Thresholds and weatherstripping shall have a 5-Year warranty. Thresholds with "SIA" finish shall be warranted for Ten Years.

3.11 PUSH-PULLS, STOPS, KICKPLATES, ARMOR PLATES, MOP PLATES, STRETCHER PLATES, FLOOR AND WALL STOPS & HOLDERS

Shall be provided by one manufacturer. All products shall be provided in brass, bronze, stainless steel metals as specified. Stainless steel plates shall be of 304L grade stainless steel. All plates shall have four beveled edges and any units furnished with sharp edges shall be rejected. Immediate replacement with acceptable units will be required. All products specified and furnished shall be installed with manufacturer's supplied screw attachments. Kickplates and armor plates over 16 inches in height and installed on rated wood doors, shall be UL approved and furnished with UL labels. Wall stops shall have an embedded steel washer in the rubber portion so that vandals cannot pry out the rubber. All floor stops and holders shall be mounted within 4 inches of adjacent walls and partitions. Do not place stops in the path of travel and, where stop and holders cannot be mounted within 4 inches of adjacent walls and partitions, furnish overhead stops and holders, as required for proper door control, per Policy 99-08.

3.12 SCHEDULE OF PRODUCTS

DOOR INDEX

<u>DOOR #</u>	<u>HW. SET</u>
---------------	----------------

1	1
2	2
3	2
4	3

HW. SET 1

1 DOOR 1 - MAIN RM TO OFFICE

3 EA	HINGES	BB5002-450	630	BOM
1 EA	LOCKSET	195L	626	MAR
1 EA	KICKPLATE	K0050 10" x 2" LDW B4E	630	TRI
1 EA	MOP PLATE	KM050 4" x 2" LDW B4E	630	TRI
1 EA	STOP	1211BS	626	TRI
1 SET	SEAL	2525W @ HEAD & JAMBS	WHT	NGP

HW. SET 2

1 DOOR 2 - MAIN RM TO STORAGE

1 DOOR 3 - MAIN RM TO STORAGE

3 EA	HINGES	BB5000-450	652	BOM
1 EA	LOCKSET	195F x SCH. "C" KWW	626	MAR
1 EA	STOP	1270CXCP	626	TRI

HW. SET 3

1 DOOR 4 – MAINROOM TO RESTROOM

3 EA	HINGES	BB5002-450	630	BOM
1 EA	PRIVACY SET	195L	626	MAR
1 EA	CLOSER	8916	689	DOR
1 EA	KICKPLATE	K0050 10" x 2" LDW B4E	630	TRI
1 EA	MOP PLATE	KM050 4" x 2" LDW B4E	630	TRI
1 EA	STOP	1211ES	626	TRI
1 SET	SEAL	2525W @ HEAD & JAMBS	WHT	NGP

GENERAL NOTES & GUIDELINES:

1. STEEL DOORS & FRAMES SHALL BE FACTORY PREPPED FOR ALL SPECIFIED DOOR HARDWARE INCLUDING HINGES, LOCKSETS, ASTRAGALS AND CONCEALED DOOR BOTTOMS.
2. ALL EXTERIOR EXPOSED SCREWS SHALL BE TAMPER PROOF TYPE; I.E. TORX, ONE WAY, ETC.

END OF FINISH HARDWARE SECTION 08711

SECTION 09250

GYPSUM BOARD

PART 1: GENERAL

1.1 SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all GYPSUM DRYWALL WORK as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

1.2 SECTION INCLUDES

- A. Gypsum board with taped and sanded joint treatment.
- B. Nailing, Metal corner bead.
- C. Textured or smooth finish.

1.3 RELATED WORK NOTED ELSEWHERE:

- A. Wood stud wall & ceiling framing. (Rough Carpentry - Section 06100)
- B. (Alternate) Metal stud wall or ceiling framing. (Section 09111)
- C. Building Insulation (Section 07210).

1.4 SUBMITTALS

- A. Submit under provisions of Section 01001, part D of "Basic Requirements".

1.5 SYSTEM DESCRIPTION

- A. Plan shall be carefully examined and drywall covering partitions extended to underside of ceiling, where noted on Plans or Specifications. Partitions to be covered with gypsum drywall shall not be enclosed until insulation has been installed. All new interior walls or walls where drywall is removed shall be covered with gypsum board per finish schedule.
- B. See reflected ceiling plan and Finish Schedule for areas of ceiling to receive drywall.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM C840, GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board, and GA-600 - Fire Resistance Design Manual.

2 PART 2 PRODUCTS

2.1 GYPSUM BOARD SYSTEM

- A. Manufacturer specified: (Products refer to this manufacturer, approved equal manufacturers products will be acceptable)
 - Goldbond Building Products
 - 1850 West 8th St.
 - Long Beach, CA 90813
- B. Acceptable alternate manufacturers:
 - 1. United States Gypsum
 - 2. Pabco

3. Flintkote
 4. Kaiser Gypsum
- C. Gypsum Board Types: All material shall be 5/8 inch thick, type "X", maximum permissible length; ends square cut, tapered edges; unless noted otherwise as follows:
1. Standard Type: ASTM C36.
 2. Fire Rated Type: ASTM C36 fire resistive, UL rated.
 3. Moisture Resistant Type: ASTM C630.
- D. Moisture resistant wallboard (MRGB) Shall be provided on Restroom walls, Janitors closet and walls of all wet areas, unless cement plaster is specified on plans.

2.2 ACCESSORIES

- A. Acoustical Sealant: Goldbond "Sound Seal" Non-hardening, non-shrinking g, for use in conjunction with gypsum board;
- B. Corner Beads: shall be of "square" type and shall be formed from galvanized steel, no lighter than 0.0217 thickness (26 ga.)
- C. Joint Materials: ASTM C475 GA 201 and GA 216, reinforcing tape, joint compound, adhesive, and water.
- D. Fasteners: ASTM C1002 Type W nails or ASTM C1002 Type S12 hardened screws.
1. Nails shall conform to Federal Specification FF-N-105B. Wallboard nails shall be type II, style 19, with mechanically deformed shank, blued finish, 1-1/4" length for 1/2" wallboard and 1-3/8" length for 5/8" wallboard.
 2. Screws for wallboard attachment shall be shouldered flat-headed design for use with special power-driven tools. Wood screws shall be as recommended by drywall manufacturer but not less than 1-1/4" long.
- F. Adhesive: ASTM C557, shall be of the type recommended in writing by the wallboard manufacturer for the following uses:
1. Joint and fastener concealment.
 2. Embedding compound for first and second coat.
 3. Finishing compound for final coat.
- G. Textured Finish Materials: Latex based texturing material, containing fine aggregate, Wall Spray Texture manufactured by Goldbond.
- H. Reinforcing tape shall be Goldbond Joint Tape or approved equal.

3 PART 3 EXECUTION

3.1 INSTALLATION - ACOUSTICAL ACCESSORIES

- A. Place acoustical insulation in all partitions, tight within spaces, around cut openings, behind and around electrical and mechanical items within or behind partitions, and tight to items passing through partitions. See Building Insulation Specification Section.
- B. Install acoustical sealant within partitions in accordance with manufacturer's instructions.

3.2 INSTALLATION - GYPSUM BOARD

- A. GENERAL; Wallboard shall be applied first to ceilings and then to walls, with the separate boards in moderate contact but not forced into place. The boards shall be so staggered that the corners of any 4 boards will not meet at a common point except at vertical corners.
- B. Nailing shall be spaced at 6" o.c. along nailing members at ceilings and at 8" o.c. at walls. (Unless closer spacing is required for shear panel spacing noted on plans.)
- C. Screws at edges shall be spaced at 6 o.c. Screws in field shall be spaced at 12" o.c. at ceilings and walls except where framing members attachments may be used in lieu of nailing. (Unless closer spacing is required for shear panel spacing noted on plans.)
- D. Joints shall be treated with a uniform layer of compound not less than 6" wide with joint tape imbedded in layer. After drying, a 2nd coat shall be applied over tape and fastening heads. After drying and sanding a final layer of finishing compound shall be applied and feathered not less than 12" wide. Treated area then must be sanded to obtain a smooth uniform surface.
- E. Install gypsum board in accordance with GA-201, GA-216 and GA-600.

Fasten gypsum board to furring or framing with nails or screws. Staples may only be used when securing the first layer of double layer applications.
- G. Place control joints consistent with lines of building spaces.
- H. Place corner beads at external corners. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials. Use bullnose corner bead at all 90 degree outside corners.
- I. Treat cut edges and holes in moisture resistant gypsum board with sealant.

3.3 JOINT TREATMENT

- A. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
- B. Feather coats onto adjoining surfaces so that camber is maximum 1/16 inch.

3.4 TOLERANCES

- A. Maximum Variation from True Flatness: 1/8 inch in 10 feet in any direction.
- B. As work progresses and upon completion of the work under this section, Contractor shall remove from the premises all surplus material, tools, equipment, rubbish and debris resulting from his work at his own expense and leave the installation in a neat, clean and workmanlike condition satisfactory to the Owner.

END OF GYPSUM BOARD SECTION

SECTION 09300

CERAMIC TILE

PART 1 GENERAL

1.1 SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all CERAMIC TILE WORK as shown on the drawings or specified herein. This Section relies extensively on The General Conditions of the Contract of these specifications and all requirements therein must be adhered to by this Contractor.

1.2 SECTION INCLUDES

- A. Ceramic wall tile over mortar base at west wall, portion of south wall and Restroom using mortar base application method. See Plans.

1.3 RELATED WORK NOTED ELSEWHERE:

- A. Epoxy flooring section 09650.
- B. Drywall, section 09680.

1.4 SUBMITTALS

- A. Product Data: Provide material specifications, characteristics, and instructions for using adhesives and grouts. Submit per The General Conditions of the Contract.
- B. Samples: Submit two samples illustrating size, color range and finish for selection.
- C. Maintenance Instructions: Include recommended cleaning methods, cleaning materials, stain removal methods [and polishes and waxes].

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with TCA Handbook for Ceramic Tile Installation, ANSI A108.1-1985, ANSI A108.4-1985, ANSI A108.5 AND A108.10-1985.

PART 2 PRODUCTS

- A. Manufacturer shall be "Dal-Tile Corporation", 2051 E. Howell, Anaheim, CA 92806. Ph (714) 634-2546, Mr.
- B. **Ceramic Wall Tile:** Per ANSI A137.1; 6"x6" -5/16" size, semi-glass surface finish, as selected from Dal Tile #0190 "Arctic White" color or as selected by owner. Requires all normal bullnose edges, ends and corners. Grout shall be summitville 962 to match tile color.

- C. **Base:** Standard 6" x 6" high sanitary cove base at walls and 4" base at cabinets. Cut base to fit under cabinet toe space if necessary.

2.1 SETTING MATERIALS

- A. Organic Adhesive: ANSI A136.1, Type I, thinset bond type for ceramic wall tile.
- B. Thinset Mortar Materials: ANSI A118.4 Latex Modified, Portland cement, sand, latex additive, and water.

2.2 GROUT MATERIALS

- A. Grout: ANSI A118.6, Ceramic Tile Grout. "Hydrament" grout.

2.3 ACCESSORIES

- A. Threshold: Marble type, matching color finish, full depth and width of frame opening, bevelled on thinner side. Required only where floor finishes change from tile to thicker or thinner material.

2.4 MORTAR AND GROUT MIX

- A. Mix and proportion pre-mix mortar and grout materials in accordance with manufacturer's instructions and TCA Handbook.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Seal substrate surface cracks with filler. Level and taper surfaces to a smooth, even finish. Acceptance of surface is indication that final product will be even, smooth level or plumb as required for good quality project with top quality workmanship as is reasonably implied therein.

3.2 INSTALLATION

- A. Install adhesive, tile, and grout in accordance with TCA Handbook. Use manufacturer recommended corner pieces, interior pieces and bullnose where ever required.
- B. Set tile to pattern indicated. Do not interrupt tile pattern through openings. Use full tile pieces wherever possible. If cut pieces are required, locate in rear or inauspicious locations.
- C. Cut and fit tile tight to penetrations. Form corners and bases] neatly. Align floor, base and wall joints.
- D. Grout tile joints. Make joints watertight, without voids, cracks, excess mortar or excess grout.
- E. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

END OF Ceramic Tile SECTION

SECTION 09656

EPOXY FLOOR COATINGS

PART I GENERAL

1.1 SUMMARY

- A. Section Includes: Provide a complete epoxy floor system for concrete surfaces that meet the requirements for specific use indicated in the contract documents. Include all applicable substrate testing, surface preparation, and detail work.

1.2 RELATED SECTIONS

- A. Section 033000 – Cast-In-Place Concrete
- B. Section 090000 - Finishes

1.3 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Product Data: Submit manufacturer's product data sheets on each product and system to be used including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Selection Samples: For each system specified, provide two sets of samples and color charts, representing manufacturer's full range of colors and patterns.

1.4 QUALITY ASSURANCE

- A. All materials used in the epoxy floor system shall be manufactured and provided by a single manufacturer to ensure compatibility and proper bonding.
- B. Use adequate numbers of skilled workmen thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this section.
- C. Contractor shall have a minimum of 3 years experience installing epoxy floor coatings similar to that which is required for this project and who is acceptable to the manufacturer.
 - 1. Applicator shall designate a single individual as project foreman who shall be on site at all times during installation.
 - 2. Contractor must show and have QCA Qualified Contractor/Applicator paperwork from the manufacturer of the coating system, as required to obtain a long-term jobsite specific warranty.
- D. Convene a pre-application meeting before the start of application of coating system. Require attendance of parties directly affecting work of this section, including: Architect, contractor, applicator, and authorized representative of the coating system manufacturer and interfacing trades. Review the following:
 - 1. Drawings and specifications affecting work of this section.
 - 2. Protection of adjacent surfaces.
 - 3. Surface preparation and substrate conditions.
 - 4. Application.
 - 5. Field quality control.
 - 6. Protection of coating system.
 - 7. Repair of coating system.
 - 8. Coordination with other work.

1.5 DELIVERY, STORAGE & HANDLING

- A. Delivery: Materials shall be delivered to the job site in sealed, undamaged containers. Each container shall be clearly marked with manufacturer's label showing type of material, color, and lot number.
- B. Storage: Store all materials in a clean, dry place with a temperature range in accordance with manufacturer's instructions.
- C. Handling: Handle products carefully to avoid damage to the containers. Read all labels and Material Safety Data Sheets prior to use.

1.6 PROJECT SITE CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within the limits recommended by the manufacturer.
- B. Concrete shall be tested for moisture before applying seamless coating. Water vapor transmission upwards through on-grade concrete slabs may result in loosening of epoxy floors or improper curing of epoxy materials. If moisture emissions exceed 5 pounds per 1,000 square feet contact the manufacturer before application.
- C. Concrete must be at least 2500 psi and feel like 30 or 50 grit sandpaper.
- D. Concrete must be cured for a minimum of 28 days before coating is applied.
- E. Schedule coating work to avoid excessive dust and airborne contaminants. Protect work areas from excessive dust and airborne contaminants during coating application.
- F. Before any work is started, the applicator shall examine all surfaces for any deficiencies. Should any deficiencies exist, the architect, owner or general contractor shall be notified in writing and any corrections necessary shall be made.

1.7 WARRANTY

- A. Upon completion of the work in this section provide a written warranty from the manufacturer against defects of materials for a period of 1 (one) year. To obtain project specific warranty the coating system applicator must be a Westcoat Qualified Contractor/ Applicator and apply for warranty.

I. PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable manufacturer: Westcoat Specialty Coatings; 770 Gateway Center Drive, San Diego, CA 92102. Telephone 800-250-4519. Fax 619-262-8606. Web Site: www.westcoat.com.

2.2 MATERIALS

- A. As basis of design Westcoat Liquid Dazzle System 100% solids decorative epoxy floor coating system with metallic additives.

2.3 COMPONENTS

- A. Liquid Dazzle System: 100% solids epoxy system with metallic additives.
 - 1. Primer: EC-12 Epoxy Primer pigmented 250-300 square feet per gallon.

2. Top Coat: EC-38 Liquid Dazzle Epoxy 50 square feet per gallon.
3. Optional Top Coat: EC-95 Polyurethane Topcoat or SC-66 Satin Water-Based Polyurethane 300-500 square feet per gallon.

2.4 ACCESSORIES

- A. Supplemental Materials:
 1. Patching materials shall be EC-72 Epoxy Patch Gel or TC-5 Concrete Patch.
 2. Optional aggregate shall be CA-30 Safe Grip, or other sand designed to meet the owners skid resistance requirements.

II. PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions.
 1. Inspect all surfaces to receive epoxy flooring. Verify that surfaces are dry, clean, and free of contaminants that would prevent epoxy flooring from properly adhering to the surface.
 2. Conduct calcium chloride testing according to ASTM F1869.
 3. Conduct surface profile inspection according to ICRI Technical Guideline No.03732.
 4. Before starting work, report in writing to the authority having jurisdiction any unsatisfactory conditions.

3.2 SURFACE PREPARATION

- A. Prepare surfaces using methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- B. Create a surface profile by shot blasting or mechanically abrading the surface.
- C. Clean Surfaces thoroughly prior to installation.
- D. Rout and clean moving cracks and joints: fill with manufacturer's recommended flexible epoxy filler material.
- E. Repair any non-moving surface deviations with manufacturer's recommended patching material.

3.3 INSTALLATION

- A. Install coatings in accordance with manufacturer's instructions.
- B. Mix multi-component materials in accordance with manufacturer's instructions.
- C. Use application equipment, tools, and techniques in accordance with manufacturer's instructions.
- D. Uniformly apply coatings at spread rates and in number of coats to achieve specified mil thickness recommended by the manufacturer.
 1. Install integral cove base where indicated on the contract drawings and according to manufacturer's instructions.
 2. Key in all drains, edges, and transition points according to manufacturer's instructions.
- E. Broadcast aggregates in accordance with the specified system and manufacturer's instructions.
- F. Adhere to all limitations, instructions, and cautions for epoxy coating as stated in the manufacturer's published literature.

3.4 FIELD QUALITY CONTROL

- A. Verify coatings and other materials are as specified.
- B. Verify coverages of the system as work progresses. Areas found not to meet the required thickness shall receive additional material until specified thickness is attained.
- C. Manufacturer's representative shall provide technical assistance and guidance for surface preparation and application of coating systems.

3.5 PROTECTION AND CLEAN-UP

- A. Installation areas must be kept free from traffic and other trades during the application procedure and cure time.
- B. Protect finished surfaces of coating system from damage during construction.
- C. Touch-up, repair or replace damaged flooring system after substantial completion.
- D. Clean area and remove all debris upon completion of work. Dispose of empty containers properly according to current Local, State and Federal regulations.

3.6 MAINTENANCE

- A. Contractor shall provide to owner, maintenance and cleaning instructions for the floor system upon completion of work. Owner is required to clean and maintain the surfaces to maintain manufacturer's warranty.

END OF epoxy floor SECTION

SECTION 09900

PAINTING

PART 1 GENERAL

A. SCOPE OF WORK:

Furnish all labor, material, scaffolding, tools and equipment necessary for and incidental to the completion of all PAINTING WORK as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

B. SECTION INCLUDES

1. Surface preparation for and field application of paints and coatings of all new work on the interior and exterior of the new building and canopy.
2. Painting work shall include but is not limited to:

EXTERIOR:

- a) Sheet metal flashing and trim that is not pre-finished..
- b) Steel column supports, steel beams, and purlins
- c) Misc. areas not prefinished.

INTERIOR:

- d) All new work on this project is considered exterior.

C. AREAS NOT REQUIRING PAINT:

- B. Prefinished metal sheathing of roof and walls.

D. SYSTEM DESCRIPTION

- C. Intent is to Paint all new surfaces not prefinished in color selected by Owner.

E. STORAGE:

D. The contractors operations for the preparation of paints and storage of materials shall be limited to a designated area, and such space shall be kept clean and orderly at all times. the contractor shall employ all safety measures during operations for the prevention of fire.

F. ENVIRONMENTAL REQUIREMENTS

- E. Store and apply materials in environmental conditions required by manufacturer's instructions.

PART 2 PRODUCTS

G. MATERIALS

1. Manufacturers:
Dunn Edwards Paint Co

2. Manufacturers considered equal:
Frazee Paint Co
Sinclair Paint Co.
3. Finish Materials: Conform to State of California codes for environmentally allowed materials, including flame/smoke rating requirements
4. Coatings: Ready mixed except field catalyzed coatings of good flow and brushing properties, capable of drying or curing free of streaks or sags
5. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials required to achieve the finishes specified. (Except if disallowed by State of California.)

FINISHES

Refer to schedule at end of section for surface finish schedule.

PART 3 EXECUTION:

1.1 EXAMINATION AND PREPARATION

- A Verify that substrate conditions are ready to receive work, correct minor defects and clean surfaces which affect work of this Section.
- B Remove [or mask] electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- C Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- D Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Remove foreign matter. Remove oil and grease with a solution of tri-sodium phosphate, rinse and allow to dry.
- E Uncoated Ferrous Surfaces: Remove scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution. Prime paint after repairs.
- F Shop Primed or previously painted steel surfaces: Sand and scrape to remove loose primer and rust, clean surfaces with solvent. Prime bare steel surfaces.

1.2 APPLICATION

- A Apply products in accordance with manufacturer's instructions.
- B Sand transparent finishes lightly between coats to achieve required finish.
- C Where clear finishes are required, tint fillers to match wood.
- D Back prime interior and exterior wood work scheduled to receive paint finish with primer paint.

1.3 CLEANING

- A As the work proceeds, Contractor shall protect the public and all property from damage due to his operations and shall be responsible for any and all kinds of damage to the work or property caused by his employees. Contractor shall promptly remove any finishes where spilled, splashed, or spattered.

The following paint schedule refers to Dunn-Edwards paint numbers. Paints of equal quality may be used. Acceptable equals are "Sinclair" and "Frazee". All products must comply with the current air quality regulations governing architectural coatings. The following numbers correspond to those on the finish schedule:

1.4 SCHEDULE - INTERIOR SURFACES

PT-1 Steel - Primed:

1 ct. BLOC-RUST Premium (BRPR00-I-WH metal primer.
2nd and 3d cts. SYN-LUSTRO (w9) Acrylic Semigloss Paint.

COLORS TO BE SELECTED BY OWNER DURING CONSTRUCTION.

END OF PAINTING SECTION

SECTION 10800

RESTROOM ACCESSORIES

PART 1 GENERAL

1.2 SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all RESTROOM ACCESSORIES as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

1.3 SECTION INCLUDES

- A. Restroom accessories.
- B. Grab bars.
- C. Handicapped signs
- D. Mirrors

1.4 RELATED WORK NOTED ELSEWHERE:

- A. Plumbing Fixtures, under Plumbing.
- B. Section 06100 Rough Carpentry: Placement of backing plate reinforcement.

1.5 SYSTEM DESCRIPTION

- A. All work shall comply with the Uniform Building Code, (current prevailing edition), the City of Garden Grove, and the requirements of State of California Administrative code, title 24 regulations governing handicapped requirements.
- B. Provide one item of each type listed in schedule below in each appropriate restroom.

1.6 SUBMITTALS

- A. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.

2 PART 2 PRODUCTS

2.2 MATERIALS

- A. Manufacturers: (Or approved Equal)
 - 1. BOBRICK WASHROOM EQUIPMENT, INC.
11611 Hart St., North Hollywood, CA 91605
(714) 662-1278

2.3 FINISHES

- A. Anchors: Galvanize to 1.25 oz/Sq yd.
- B. Enamel: Pretreat, one coat primer and two coats electrostatic baked enamel.
- C. Chrome/Nickel Plating: ASTM B456, Type SC 2; satin polished finish.
- D. Stainless Steel: No. 4 satin luster finish.

PART 3 EXECUTION

3.2 EXAMINATION AND PREPARATION

- A. Verify exact location of accessories for installation. Confirm with General Contractor that backing has been installed where needed.
- B. Deliver inserts and rough-in frames to site. Provide templates and rough-in measurements as required.

3.3 INSTALLATION

- A. Install all accessories listed in this Specification or noted on plans or normally required under this section in accordance with the California Administrative Code, Title 24 regulations regarding handicapped requirements and manufacturers' instructions.

3.4 LOCATION:

- A. All equipment must be installed at heights and locations as required by law and recommended by the manufacturer. Areas requiring such equipment shall be as noted on plans and specification. If required herein but not shown on plans, Contractor shall request clarification from City of Garden Grove. See finish schedule sheet, Interior elevations and specifications.
- B. Install plumb and level, securely and rigidly anchored to substrate.

3.5 BACKING:

- A. Backing must be placed in the area of the grab bars and other equipment requiring backing prior to installation of drywall. If this is not done then the wall finishes, drywall, etc. must be removed, blocking installed and material replaced in an acceptable manner at no expense to the Owner.

3.6 SCHEDULE

ITEM	BOBRICK MODEL #	FINISH
A. PAPER TOWEL DISPENSER	Bobrick #B-262	Stainless Steel
B. Toilet Tissue Dispenser Bobrick, double roll	B-697	Stainless Steel
C. Toilet Seat Cover Dispenser	B-221	Stainless Steel
E. Soap Dispenser Surface mounted, Liquid type	B-2112	Stainless steel
F. Grab Bars-Tubular Spec. or Bobrick	1111 1-1/4"dia. B-3267	14ga. SS Stainless Steel
G. MIRRORS	1/4" PL glass per interior elevations.	
H. Handicapped wall sign	8"x8" #2385222	Blue
I. Handicapped door sign	12" dia. #RFH12RR	

END of Restroom Accessories SECTION

SECTION 11005

DOG RUNS, CAGES and EQUIPMENT

PART 1 GENERAL

1.1 SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all **DOG RUNS CAGES and EQUIPMENT** as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

1.2 SECTION INCLUDES

- A. Run dividers, run floors, Gates and Trough Covers.
- B. Cages (N.I.C. -BY OWNER).
- C. Washer/Dryer (N.I.C. -BY OWNER).
- D. Exam table (Wall mounted, fold up type)
- E. Installation of all N.I.C. equipment.
- F. Furnish and install any and all additional equipment so designated on plans.

1.3 RELATED WORK NOTED ELSEWHERE:

- A. Section 01001, General Requirements
- B. Section 06100, Rough Carpentry: Placement of backing plate reinforcement.
- C. Section 15400, Plumbing.
- D. Section 16000, Electrical.

1.4 SYSTEM DESCRIPTION

- A. All work shall comply with the Uniform Building Code, (current prevailing edition), the City of GARDEN GROVE, and the requirements of State of California Administrative code, title 24 regulations governing handicapped requirements
- B. Install all required electrical and plumbing needed for proper operation of equipment.
- E. Section 01001, General Requirements

1.5 SUBMITTALS

- A. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods. (3 copies)

PART 2 PRODUCTS

2.1 RUN GATES, DIVIDERS, FLOORS AND TROUGH COVERS:

- A. Shall be as manufactured by "Mason Company" of Leesburg OH.
- B. Gates shall be Stainless Steel wire grid.
- C. Run Dividers shall be FRP W with 24" high stainless steel wire above
- D. Floors shall be composite "Ultrabase" with rest bench.
- E. Water and Food dishes, (built-in)

2.2 Approved equal manufacturers are:

- A. Shor-Line" of Kansas City Missouri (1-800-444-1579 or "Suburban Surgical Co." of Wheeling Illinois. (1-800-323-7366.

2.3 (N.I.C.) NOT IN CONTRACT Items)

The following items are N.I.C. (Not in contract) and will be furnished by the Owner or his own subcontractor but are to be installed, connected or otherwise prepared for by the General Contractor or his subcontractors as noted below. Any reference to the owner means the Owner or his subcontractor. Any reference to the contractor or subcontractor means the General Contractor or his sub-contractor. G.C.=General Contractor; S.C.=Subcontractor; REC = Elec. Receptacle; Sep. Circ.= Separate elec. circuit;

- A. CAGES: New units will be furnished by Owner. General contractor will aid in installing when ready.

- B. **COMPUTER SYSTEM:** This system will be installed by owners subcontractor. Electrician will prepare outlets and conduit per electrical plan and G.C. will alert Owner as soon as facility is ready for installation of this equipment.
- C. **EXAM TABLE:** New units will be furnished by Owner. and installed by General Contractor .
- D. **WASHER & DRYER** (stacked type) shall be furnished by Owner and installed by General Contractor.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Verify exact location of accessories for installation. Confirm with General Contractor that backing has been installed where needed
- B. Deliver inserts and rough-in frames to site. Provide templates and rough-in measurements as required

3.2 INSTALLATION

- A. Install all accessories listed in this Specification or noted on plans or normally required under this section in accordance with the California Administrative Code, Title 24 regulations regarding handicapped requirements and manufacturers' instructions.
- B. **LOCATION:** All equipment must be installed at heights and locations as required by law and recommended by the manufacturer. Areas requiring such equipment shall be as noted on plans and specification. If required herein but not shown on plans, Contractor shall request clarification from Architect. See finish schedule sheet, Interior elevations and specifications.
- C. Install plumb and level, securely and rigidly anchored to substrate.

3.2 BACKING and BLOCKING FOR EQUIPMENT:

- A. Backing must be placed in the areas of the exam table walls as required by manufacturer to support wall hung exam tables. blocking installed and material replaced in an acceptable manner at no expense to the Owner.

END OF Dog Runs & Equipment SECTION

SECTION 15400

PLUMBING

PART 1.00 - GENERAL

1.01 SCOPE OF WORK

Furnish all labor, materials, equipment, appliances and necessary incidentals for the complete installation of all plumbing as shown on the drawings and as specified herein.

A. Work Specified in this Section

1. Sanitary soil, waste, and vent system.
2. Domestic hot and cold water systems.
3. Pipe covering, insulation, and wrapping.
4. Excavation and backfill.
5. Rough-in and final connections to fixtures and equipment
6. All plumbing fixtures, valves, and other miscellaneous items of equipment required for a complete installation.

B. Related Work in Other Sections

1. Temporary facilities as specified in Section 01500.
2. Cutting and patching as specified in Section 01010.
3. Concrete work as specified in Division 3.
4. Electrical work as follows will be provided under Division 16:
 - a. Conduit and wiring as indicated on the drawings and as required.
 - b. Installing electrical devices such as starters, disconnects, control panels, and when indicated, furnishing such devices.

1.02 QUALITY ASSURANCE

A. Codes and Standards

1. All items indicated on site, Architectural or Mechanical drawings are to be provided complete from point of connection to finished fixture in conformance with all governing authority requirements. Nothing in these drawings or specifications shall be construed to permit work in violation of governing codes.
2. In addition to the requirements of all governing codes, ordinances, and agencies, conform to the requirements of the following codes and standards:
 - a. California Building Code, 2013 Edition.
 - b. Uniform Plumbing Code, current prevailing Edition.
 - c. City of Garden Grove.
 - d. State Fire Marshal.
 - e. State Health Department requirements.
 - f. All requirements of CAL/OSHA.
 - g. Title 24 of California Administrative Code.
 - h. All other regulatory agencies having jurisdiction over this work.

B. Guarantees

Furnish a written guarantee form required under Division 1, against defects in materials and workmanship for one year. Guarantee shall include repair of damage to, or replacement (if so required) of any part of premises caused by water, oil, or gas leaks or breaks in pipe, fixtures, or equipment provided under this Section.

1.03 SUBMITTALS

A. Manufacturer's Literature

Within 35 days after award of contract and before any of the materials of this section are delivered to the job site, submit five complete brochures of all materials and equipment, per Division 1 of these specifications.

B. Other Submittals

1. Shop Drawings.
2. Test data.

C. Operating and Maintenance Instructions

Deliver to Architect two complete sets in bound booklet form of written operating and maintenance instructions and brochures for equipment specified in this section. Fully instruct Owner's operating personnel and demonstrate performance, operating, and maintenance of equipment. Amount of time allocated for said instruction and demonstrations of equipment and systems shall be part of these obligations. One additional set of approved instructions shall be suitably framed behind glass and mounted as directed.

D. Record Drawings

Comply with requirements of Division 1. Keep an accurate dimensioned record of as-built locations and elevations, as referred to approved base datum, of buried concealed lines, manholes, cleanouts, valves, plugged tees, capped ends, and of work which is installed different from that indicated.

1.04 PRODUCT HANDLING

A. Protection

Take all precautions necessary to protect the materials of this section before, during, and after installation.

B. Replacements

In the event of damage, immediately repair all damaged and defective work to the approval of the Architect at no additional cost to the Owner.

1.05 MISCELLANEOUS

A. Examination of the Site

Exercise care in examining the site and coordinate all work indicated on the drawings with existing conditions. Report to Architect in writing conditions that will prevent proper provisions of this work. Verify depth and location of service lines with servicing companies having jurisdiction before excavating. By submission of the bid, the Contractor warrants that he has familiarized himself with the existing conditions and will perform all work as required for hookup and as required by the contract documents at no additional cost to the Owner.

B. Permits and Fees

Arrange and pay for all permits, inspections and fees required by all governing agencies. Deliver all certificates to Owner through the Architect.

C. Service Connections

Make all necessary arrangements with applicable utility company for connection to existing service lines. Pay all fees associated with work including meters and hookup charges. Utility assessment fees, if any, will be paid by the Owner and are not part of this contract.

D. Drawings

Coordinate all space requirements with other trades. Drawings indicate desired location and arrangement of piping, equipment, and other items and are to be followed as closely as possible.

PART 2.00 - PRODUCTS

2.01 GENERAL

A. Pipe Sleeves and Wrapping

Provide polished chromium plate and brass set screw flanges where plumbing pipes pass through walls, floors, ceilings, and partitions in finished portions of building, including flanges on pipes at fixtures. All sleeves in concealed and exterior walls shall be 20 ga. galvanized iron one inch o.d. larger than the pipe, caulked if below grade in a moisture proof manner.

B. Pipe Identification

1. Piping identification per ANSI and OSHA standards in Mechanical equipment areas only: Each individual pipeline shall be marked for quick and easy identification as to content and character of material carried in the pipes by Seton SNA or STR markers.
2. Markers shall be installed and spaced at not more than 8 ft. intervals and so located that markers shall be visible where piping system is exposed.
 - a. One marker shall be installed at each side of valves, special fittings, and at branch take-off. In furred spaces install one marker 2 ft. above floor and one marker 18 in. below ceiling line.
 - b. Furnish two identification charts complete with glass and frame showing list of materials carried in the piping system, classified by nature of its contents and respective identifying colors.
3. Color scheme shall be approved. Basic color for markers shall be as follows:
 - Domestic hot water - Orange
 - Domestic cold water - Green
 - Fuel gas - Yellow
 - Sanitary sewer - Green
 - Sanitary vent - Green

C. Materials

Materials when not otherwise definitely specified shall conform to the applicable ASTM, ASME, AGA, and ANSI standards.

D. Equal Materials and Substitutions

In addition to manufacturers specified, the following shall also be considered equal, provided corresponding models meet specified requirements. Equivalent substituted equipment named herein shall be submitted to Architect for approval. Submit alternate selections at time of bid, listing major equipment.

<u>ITEM</u>	<u>MANUFACTURER</u>
Strainers:	Walworth, Bailey, Mueller
Valves:	Walworth, Milwaukee
Pipe Hangers & Supports:	Fee & Mason, Elsen
Access Panels:	Milco
Gas Vents:	Metalbestos, Amerivent
Insulation:	Johns Manville, Gustin Bacon, Fiberglas
Plumbing Fixtures:	Kohler, Crane
Toilet Seats:	Church, Beneke
Flush Valves:	Delaney
Pressure Gauges:	Marsh, Marshalltown, Terice
Water Heaters:	American, State, National
Soil Pipe:	Tyler, Universal

PLUMBING FIXTURES SHALL BE AS SPECIFIED ON DRAWINGS.

2.02 PIPE AND FITTING SCHEDULE

- A. Soils and storm drain lines 5 ft. from building: Vitrified clay pipe and fittings for soil pipe; service weight no-hub cast-iron pipe and fittings CISP1-301. Install in accordance with authorities having jurisdiction.

- B. Soil, waste, vent, and storm drain piping and to 5 ft. outside building: Service weight no-hub cast-iron pipe and fittings CISPI-301.
- C. Hot and cold water piping above ground: Type L hard-drawn copper tube, ASTM B88, and wrought copper fittings, ANSI B16.22.
- D. Cold water piping below ground and outside the building:
 - 1. 3 in. and smaller: Type K hard-drawn copper tube, ASTM B88, and wrought copper fittings ANSI B16.22, brazed joint type (refer to paragraph "Pipe Wrapping" herein).
 - 2. 4 in. and larger: Bell and Spigot Class 50 ductile iron pipe centrifugally cast, cement lined inside.
- E. Indirect Drains
Schedule 40 hot dipped galvanized steel pipe, ASTM A120, or Type M copper tube, ASTM B88 and wrought copper fittings, ANSI B16.22, solder joint type.
- F. Gas Piping
 - 1. 2 in. and smaller: Schedule 40 black steel pipe, ASTM A53, A120, with 300 lb. WOG black banded malleable iron screwed fittings.
 - 2. 2-1/2 in. and larger: Schedule 40 black steel pipe, ASTM A53, A120, with tube-turn econo-weight welded fittings.

2.03 MATERIALS FOR JOINTS, FITTINGS, AND VALVES

- A. Soil, Waste, Vent, and Storm Drain Cast-Iron Pipe Above Ground:
 - 1. Vertical: "No-Hub" couplings as approved by the cast-iron soil pipe foundation, CISPI-301.
 - 2. Horizontal: 4 in. and smaller, "No-Hub" couplings, 5 in. and larger, "M.G." cast-iron or Clamp-All couplings.
- B. Braze for Water Piping
Equivalent to Harris Stay-Silv O lead-free copper braze alloy. 95-5 solders are not approved.
- C. Welded Joints
Welding shall be performed only by qualified welders, and shall comply with ASME Boiler Construction Code, ANSI Code for pressure piping, and state requirements.
- D. Unions and Gaskets
 - 1. 2 in. and under for steel pipe: Screwed malleable-iron ground joint, 300 lb. WOG. Class with brass-to-iron seat, galvanized or black to suit service.
 - 2. 2-1/2 in. and larger for steel pipe: Cast-iron flanged gasket type, conforming to ANSI B16.1, galvanized or black to suit service, or 160 lb. forged steel slip-on flanges.
 - 3. Unions for copper tubing: Cast bronze, ground joint pattern, soldered joint connection, ASTM B62 and ANSI B16.18.
 - 4. Dielectric Unions: Epcu, complete with isolators and gaskets of same size as pipe, galvanized or black to suit service.
 - 5. Dielectric Flanges: F. H. Maloney Co., Type E flanges for cathodic insulation.
 - 6. Gaskets: 1/16 in. Garlock #17022.
- E. Strainers
Y-type with stainless steel screen with perforations suitable for service requirements, same size as pipeline in which installed. Provide gate valve with hose connection at each strainer blow-off.
 - 1. 2 in. and smaller: Bailey 3131 bronze body, 500 lb. WOG, screwed ends with screwed gasketed cap.
 - 2. 2-1/2 in. and larger: Bailey 3132 cast-iron body, 125 lb. or 3102 cast-iron body 250 lb., flange ends and bolted gasketed cap.
- F. Valves
Valves shall be of same manufacturer, or of specifically approved manufacturer. Provide adaptors for valves in copper tubing where necessary.

Flanged iron body valves used in copper piping systems shall be installed with Maloney Flange and Bolts insulating kits.
 - 1. Eccentric valves 4 in. and smaller, gas: DeZurik #425 valve with RS49, plug seals, iron body, screwed or flanged, U. L.

listed.

2. Gates valves, 2 in. and smaller, water: 200 psi WOG, solid wedge disc, screwed bonnet, rising stem.

	<u>Threaded</u>	<u>Solder</u>
Nibco	T-111	S-111
Crane	428UB	1334
Stockham	B-100	B-108

3. Gate Valves, 2-1/2 in. and larger, water: 200 psi WOG, solid wedge disc, union bonnet, rising stem, flanged.

Nibco	F-617-0
Crane	465 1/2
Stockham	G-623

4. Partition Stop Valves: T&S B416, loose-key type with wall flange.

5. Ball Valves - Water: Bronze, Class 125, threaded.

Jamesbury 300 Series
Nibco T-580
Watts 6000
Stockham S-216-BR-RT

G. Check Valves

1. Horizontal swing:

- a. 2 in. and smaller (200 psi WOG), bronze screwed cap, swing.

	<u>Threaded</u>	<u>Solder</u>
Nibco	T-413(BWY)	S-413(BWY)
Crane	37	1342
Stockham	B314	B-309

- b. 2-1/2 in. and larger (200 psi WOG), iron body, bronze trim, screwed cap, swing, Y-pattern, regrinding, flanged.

Nibco F-918-B
Crane 373
Stockham G-931.

2.04 HOSE BIBBS

- A. HB-1; Equivalent to Woodford 24P-3/4, with vacuum breaker. (Keyless)

2.05 PIPE HANGERS

- A. Hangers shall be supplied with factory installed isolation and di-chromate finish.

1. 2 in. and smaller: Super Strut C-727-F.
2. 2-1/2 in. and larger: Super Strut C-710-F.
3. Concrete inserts: Super Strut 452.
4. Riser clamps for copper piping: Super Strut C-720-P, plastic coated.
5. Riser clamps for other piping: Super Strut C-720.

- B. Hanger rods shall conform to the following table:

Pipe size 2 inches and smaller:	3/8 inch rods
Pipe size 2-1/2 inches and 3 inches:	1/2 inch rods
Pipe size 3 inches and larger:	5/8 inch rods

2.06 ROOF FLASHING

- A. Sanitary Vent Flashings

Stoneman 1100-3 or 1100-5, with one piece lead flashing and counterflashing sleeve.

- B. Other Pipe Through Roof Flashing

Stoneman 1100-2 or 1100-4, one piece 4 lb. lead flashing and counterflashing sleeve.

2.07 PIPE SLEEVES

At concrete walls or floors, Adjust-to-Crete, Paramount, or Shamrock Cretesleeve. Floor sleeves shall extend to top of concrete curbs for piping rising through floors. Wall sleeves shall be flush with finished surface. Sleeves shall be sized to allow 1/2 in. clearance around pipe insulation. Insulation and covering shall be continuous through wall and floor sleeves.

2.08 ACCESS PANELS

A. Access Panels in Plaster Walls and Ceilings

Elmdor PW 24x24 in. with metal access door and frame, prime coated steel and painted to match adjacent surfaces. For fire rated areas use FR 1-1/2 hour "B" Label access panels, U. L. listed.

B. Access Panels in Acoustic Tile Ceilings

Elmdor AT 24x24 in. with metal access door and frame, 24x24 in. minimum size, prime coated steel, recessed to accept standard tile in full opening door.

C. Access Panels in Ceramic Tile Walls

Smith 4730 chrome plated cover and frame of suitable size for purpose intended, but not less than 8x8 in. size. For fire rated areas use FR 1-1/2 hour "B" Label access panels, U. L. listed.

2.09 CLEANOUTS

For cast-iron soil pipe, iron body with extra heavy bronze plugs screwed into caulking ferrules; for steel pipe, extra heavy bronze plugs; and for vitrified clay pipe, vitrified clay plugs.

Where cleanouts occur in finished interior walls, provide access panels, plates, and frames for flush mounting. Exposed parts of floor cleanouts shall have adjustable top. All cleanouts and cleanout plugs shall be accessible. Cleanout shall be the following:

A. In finished floors: Cast-iron with polished nickel bronze round top, non-skid diamond tread set flush with the floor. Provide flashing flange when used with waterproofing membrane.

Smith - 4023

Wade - W-6000

Zurn - ZN-1420-2

B. In Mechanical equipment areas: Cast-iron with heavy cast-iron round top, non-skid diamond tread set flush with the floor. Provide flashing flange when used with waterproofing membrane.

Smith - 4223

Wade - W-6000

Zurn - ZN-1420-25

C. In walls: Cleanout tee with squared polished nickel bronze access plate with vandalproof screws and frames. Opening 8x8 in. minimum.

Smith - 4558-U

Wade - W-8460-S

Zurn - ZN-1445-3

D. In exterior grades: Cast-iron body, vandalproof cover, non-skid diamond tread, set flush with grade or finished surface. In non-surfaced area, they shall be cast in a concrete block 14x14x6 in. deep.

Smith - 4020-U

Wade - W-8300MF

Zurn - ZN-1460-15-W/Z-1450-8

2.10 SHOCK ABSORBERS

Zurn "Shocktrol" with stainless steel continuous bellows which shall expand and dissipate the shock pressure into a Hydro-Pneumatic cushion, installed as indicated or as recommended by PDI pamphlet WWH-201. Provide access panel for a single multiple fixture installation (not of flush valve type). In no case shall a fixture be installed without shock protection.

2.11 PRESSURE TEMPERATURE RELIEF VALVE

Provide domestic water heater with ASME rated pressure/temperature relief valve set to relieve at 125 psi pressure and at 188 degrees to 208 degrees F temperature range.

2.12 PRESSURE GAUGES

Potter-Roemer 6240-U. L. - F. M. 0-300 psi range, complete with 3-1/2 in. diameter dial and gauge cock. Install pressure

gauges where indicated and as required.

2.13 INSULATION

- A. All pipe insulation shall comply with the State of California Energy Conservation Standards. Insulation thicknesses indicated are based on insulation having thermal resistances in the range of R-4.0 to R-4.6 per inch of thickness on a flat surface at a mean temperature of 75°F. Thicknesses indicated are minimum and shall be increased proportionately for materials having R values less than 4.0 per inch of thickness or may be reduced for materials having R values greater than 4.6 per inch thickness. Install pipe insulation after piping is installed, tested, and approved and is in clean, dry condition. Firmly butt insulation joints.
- B. Insulate all hot water and interior condensate drain piping with glass fiber pipe insulation with factory applied white jacket, J-M Micro-Lok 650 AP, 1 in. thick for pipe sizes to 1-1/4 in. and larger. Insulate fittings and valves with preformed insulation with PVC premolded one piece fitting cover, J. M. Zeston cover. Adhere longitudinal laps and butts of strips of jacket with factory applied pressure sensitive tape system, J-M AP-T. Flanges and unions shall not be covered.
- C. Insulate all piping under lavatories accessible to the physically handicapped with Armaflex P-trap insulation as fabricated by Thorpe Insulation Company.

2.14 PLUMBING FIXTURES AND EQUIPMENT

A. General

Plumbing fixtures trim and exposed supplies and wastes shall be brass with polished chrome plated finish. Provide individual loose key stops or, if so specified, screw driver stops for supplies and, unless integral with valves or faucets, mount under fixture. Separately trap all wastes. Provide exposed supplies and wastes to wall with polished chrome plated cast brass wall escutcheons. All lavatories shall have 1-1/2 in. 17 gauge chrome plated cast brass P-traps.

B. Wall-Hung Fixtures

Fixtures specified with hangers or supporting arms shall have hangers or arms securely mounted on a 1/4 in. thick by 6 in. wide steel wall plate which extends at least one stud beyond first and last fixture mounting points, or a total of three studs minimum. Attach wall plate to each structural stud it crosses by tack welding each side of stud flange at top and bottom of plate. Fixture or supporting arms shall be securely and firmly attached to steel wall plate in accordance with manufacturer's instructions. If structural studs are not being installed behind wall-hung fixtures, Plumbing Contractor shall notify Architect and Mechanical Engineer immediately.

C. Floor-Mounted Water Closets

Install on slotted cast-iron floor flanges. Make joints permanently gas and water tight with a preformed wax gasket and held in place with 5/16-in. solid brass bolts concealed with vitreous china bolt caps. Color to match fixture.

D. See drawings for fixtures, trim, equipment, and accessories specifications.

PART 3.00 - EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection

1. All plumbing shall be installed in accordance with the requirements of all governing authorities, the original design, and the referenced standards.

B. Discrepancies

1. In the event of discrepancy, immediately notify the Architect.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Interferences between installed work of various trades due to lack of coordination shall be resolved by Architect whose decision is final. Relocate or offset any work as required to accommodate work of other trades at no extra cost to the Owner when so directed by the Architect.

3.02 LOCATIONS AND SPACE REQUIREMENTS

- A. Contractor shall fully inform himself regarding peculiarities and limitations of spaces available for installation of work under this division. Drawings indicate desired location and arrangement of piping, equipment, and other items, and are to be

followed as closely as possible. Work specified and not clearly defined by drawings shall be installed and arranged in a manner satisfactory to Architect. In event changes in indicated locations and arrangements are deemed necessary by Architect, they shall be made by Contractor without additional charge provided the change is ordered before work is installed and no extra materials are required.

- B. Verify all spaces, dimensions for all fixtures, equipment, tenant or Owner furnished equipment and equipment furnished under other sections.
- C. Obtain all necessary rough-in data and dimensions for all fixtures, equipment, tenant or Owner furnished equipment and equipment furnished under other sections.
- D. Maintain ample headroom clearances and accessibility. Maintain ceiling heights.
- E. Constantly check work of other trades to prevent interference with this installation.
- F. No shop assembled plumbing pipe trees allowed.

3.03 PIPE INSTALLATION

- A. Make pipe runs straight and true. Springing or forcing piping into place is not permitted. Install in manner to prevent any undue strain on equipment. Make joints smooth and unobstructed inside and out, and ream pipe ends thoroughly to remove burrs. Conceal piping in finished portions of the buildings except as otherwise directed or indicated. Cap or plug ends and openings in pipe and fittings immediately to exclude dirt until equipment is installed or final connections are made. Make pipe size reductions with reducing fittings. Use no bushings unless specifically authorized. Use no close nipples. Proceed to rough-in as rapidly as general construction of building will permit and complete and test before any lathing, plastering, or drywall, or other finish work is started. Fit work to available space and accurately rough-in. Grade and valve water piping so as to provide for complete drainage and control of the system. Provide clamps and/or concrete thrust blocks at dead ends, angles, or other points where separation of joints may occur. Grade vent piping to allow piping to free itself of condensation or water.
- B. Install piping to clear beams unless sleeving is indicated. Constantly check work of other trades to prevent interference with this installation. Obtain approval from Architect if coring or cutting of concrete work is necessary due to failure to install required sleeves prior to time of concrete pour. Cost of coring and cutting work shall be borne by the Subcontractor.
- C. Exposed Plated or Enameled Pipe
Make connections to equipment with special care. Show no tool marks or threads.
- D. Dielectric Unions
Make connections between two dissimilar metal pipes with dielectric unions.
- E. Unions
Provide a union on one side of each shutoff valve, at both sides of automatic valves, at equipment connections and elsewhere indicated or required, unless flanges are indicated.
- F. Floor, Wall, and Ceiling Plates
Provide where pipes pierce finished surfaces.
- G. Noise
Install soil, waste, and water piping in manner that prevents any unusual noise from flow of water under normal conditions.
- H. Shutoff Valves
Provide where indicated and required for adequate control of systems and for isolation of fixture groups of equipment.
- I. Buried Piping
Install with minimum 36 in. coverage unless otherwise indicated. Lay piping accurately to grade where invert elevations are indicated. When required, provide thrust blocks per manufacturer's recommendations.
- J. Equipment and Materials
Install per manufacturer's recommendations.
- K. Accessibility

Install work readily accessible for normal operation, reading of instruments, adjustment, service, inspection, and repair. Provide access panels where indicated and required.

L. Pipe Joints

Make screwed joints with a minimum amount of compound applied to the male thread only. All joints shall be made per code requirements.

3.04 HANGERS AND SUPPORTS

A. Hold horizontal pipe runs firmly in place using approved steel and iron hangers, supports, and/or pipe rests unless otherwise indicated. Suspend hanger rods from concrete inserts or from approved brackets, clamps, or clips. Hang pipes individually or in groups if supporting structure is adequate to support weight of piping and fluid. Except for buried piping, hang or support pipe runs so that they may expand or contract freely without strain to pipe or equipment.

1. Horizontal steel piping: Provide hangers or supports every 10 ft. except every 8 ft. for piping 1-1/4 in. and smaller.
2. Horizontal copper tubing: For 2 in. diameter and over, provide hangers every 10 ft.; for 1-1/2 in. diameter and smaller, every 6 ft.
3. Horizontal cast-iron hub and spigot piping: Provide hangers or supports at each hub.
4. Horizontal cast-iron no-hub piping: Provide hangers or supports at each side of a no-hub fitting. Provide anti-separation bracing at each 90° change of direction.
5. Vertical piping: Support at floor with iron pipe clamps.
6. Sway brace in accordance with NFPA 13.

B. Branches

Provide separate hangers or support for branch lines 6 ft. or more in length.

C. Sound and Electrolysis Isolators

Provide at all hangers and supports for hot and cold domestic water lines. Securely attach pipe to walls, studs, etc. All such piping isolated from structure by "Trisolators".

3.05 EXPANSION AND CONTRACTION

Install piping subject to expansion and contraction with expansion loops made up of bends, fittings, or Victaulic couplings, expansion joints, swing joints, or other approved methods or devices.

Branch lines from mains subject to expansion and contraction shall have a swing joint at a point of connection with the main. Risers which pass through one or more floors shall have swing joints at their base. Anchor lines subject to expansion and contraction by approved methods to restrict movement.

3.06 CORROSION PREVENTION

Make joint between cuprous and ferrous materials with approved nylon insulating couplings. Separate contact surfaces of dissimilar metals with non-conducting coating or sheet.

3.07 CLEANOUTS

A. Provide cleanouts where indicated and required. Unless otherwise indicated, cleanouts shall be accessible with extension to grade, to outside of buildings, or to floors above as indicated or required. Do not locate cleanouts in public lobbies and public corridors unless approved by Architect.

B. Membranes

Where waterproofing membrane occurs under floor, bring membrane to cleanout without puncturing, and permanently anchor to integral anchoring flange with a heavy cast-iron clamping collar and rustproofed bolts.

C. Covers

Set cleanout covers with all finished wall, floor, or grade. In all cases securely anchor by means of integral lugs and bolts. Where surfacing material such as resilient covering is specified, ascertain thickness being used and set cleanout top so

finished floor is smooth.

D. Use Acorn 3500 thread compound.

3.08 ACCESS BOXES AND PANELS

A. Provide valve boxes for valves located below grade. Provide metal access panels of size and type specified for valves or shock absorbers located in concealed areas.

B. Access Boxes and Panels

Set flush with finished wall, floor, or ceiling. Those in finished walls shall have door or plate removed during construction or be otherwise suitably covered to protect finish.

C. Outside General Service Access Boxes

Provide with metal, asbestos cement, or clay pipe sleeve extensions where added depth is necessary. Do not locate boxes in public walks, driveways, or covered passages unless indicated.

3.09 WRAPPING FOR BURIED STEEL PIPING

A. All buried steel pipe shall be factory coated with Plexco 25 mil high density polyethylene coating (yellow). Finished coating shall have continuous imprinting of coating type and applicator and pipe type and manufacturer. All fittings and field joints of buried steel piping shall be cleaned, primed then fully protected by wrapping with two separate wrappings (each half lapped) of 0.010x2 in. wide pressure sensitive polyvinyl tape equivalent to Johns-Manville "Trantex". All fitting and joint wrapping shall overlap pipe wrapping a minimum of 2 in.

3.10 PROTECTION FOR UNDERGROUND DUCTILE AND CAST IRON PIPE AND FITTINGS

Wrap all pipe and fittings with 20 mil PVC pipe tape and primer per manufacturer's directions, or install in 20 mil polyethylene encasement in accordance with ANSI/AWWA Standard C105/A21.5-82. Bed and backfill with clean sand a minimum of 4 in. all around pipe and fittings

3.11 EXCAVATION AND BACKFILLING

Perform excavation and backfilling required work under this section unless otherwise specified. Conform to requirements of Division 2 and of public authorities having jurisdiction.

3.12 SPECIALTY ITEMS

Install as indicated on the drawings, as herein specified, and as recommended by manufacturer.

3.13 STERILIZATION

Sterilize each unit of water supply and distribution system with liquid chloride or hypochloride before acceptance for operation in accordance with AWWA C601, "Standard for Disinfecting Water Mains". Work shall be done by Contractor and, unless otherwise required by public authorities having jurisdiction, shall conform to the following:

A. Materials

1. Liquid chlorine: U. S. Army Specification 4-1.
2. Hypochloride: Liquid shall conform to Fed. Spec. O-C-11RA (Int. 4).

B. Method

Amount of chlorine shall provide a dosage of 50 ppm minimum. Introduce chlorinating materials into lines and distribution system in approved manner. After a contact period of 24 hours minimum during which period chlorine residual shall be maintained at 5 ppm minimum, flush out systems with clean water until residual content is not greater than 0.2 ppm. Open and close valves in lines being sterilized several times during contact period.

C. Test Reports

Furnish one copy of test report of complete and adequate sterilization to Architect before final acceptance of work. Certificates shall bear signature of an official of laboratory responsible for test.
Cost of testing

SECTION 15801

HEATING, VENTILATING & AIR CONDITONING

PART 1 - GENERAL

1.01 GENERAL CONDITIONS AND DIVISION ONE

The General Conditions, Supplementary Conditions and Division One are hereby made a part of this Section.

1.02 SCOPE OF WORK

THE WORK OF THIS SECTION INCLUDES RELOCATING EXISTING HVAC DUCTS AND REGISTERS IN A MANNER TO GIVE ADEQUATE HEATING, VENTILATION AND EXHAUST TO THE EXISTING RESTROOMS. NO NEW DUCTWORK OR REGISTERS WILL BE REQUIRED UNLESS DAMAGED OR REMOVED DURING CONSTRUCTION.

THERE ARE NO SEPERATE HVAC DRAWINGS. REFERENCE TO THE EXISTING LOCATION OF THE SUPPLY AND RETURN REGISTERS CAN BE FOUND ON THE FLOOR PLANS.

Furnish all design plans, labor, materials, equipment, appliances, and necessary incidentals for the complete installation of all heating, ventilating, and air conditioning as shown on the Architectural Drawings and specified herein.

A. Work Specified in this Section

1. Air conditioning for all renovated restroom areas defined on plans, controls, branch ducts, and air distribution equipment.
2. Ventilation from all renovated restrooms and adjacent areas where required.

B. Related Work Included in this Section

1. Furnishing electrical devices necessary for mechanical work, except disconnects unless indicated otherwise.
2. Line and low voltage wiring for mechanical controls including final connections as indicated on wiring diagrams.
3. Conduit for line and low voltage wiring for mechanical controls as indicated on wiring diagrams.
4. Responsibility for obtaining clarification of discrepancies between mechanical and electrical work from Architect prior to proceeding with the work.

C. Related Work Specified in Other Sections

1. Painting of exposed piping, ductwork, and unfinished portions of fixtures and equipment.
3. Miscellaneous equipment furnished by Owner or under other Sections except exhaust and ventilation connections for the equipment shall be made under this Section.
4. Electrical work as follows will be provided under Electrical Section of these Specifications.
 - a. Conduit for line wiring for equipment and devices as indicated or specified except conduit for line and low voltage wiring for mechanical controls.
 - b. Line wiring for equipment and devices as indicated or specified herein except line and low voltage wiring for mechanical controls.
 - c. Providing disconnect switches.
 - d. Installing electrical devices such as starters and disconnects, and, when indicated, furnishing all such devices.

1.03 QUALITY ASSURANCE

A. Codes and Standards

In addition to the requirements of all governing codes, ordinances, and agencies, conform to the requirements of the latest edition of the following Codes and Standards:

1. State of California Administrative Code.
2. Health and Safety Code, State of California.
3. National Board of Fire Underwriter's Publications:
 - a. Pamphlet #70 - National Electrical Code.
 - b. Pamphlet #90A - Air Conditioning Systems.
4. California Building Code, 2010 Edition.
5. California Mechanical Code, 2010 Edition.

End HVAC Specification

SECTION 16000

ELECTRICAL

PART 4. GENERAL

SCOPE OF WORK:

Furnish all labor, material, tools and equipment necessary for and incidental to the completion of all ELECTRICAL WORK as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

SECTION INCLUDES

The work of this section includes the furnishing and installing of all electrical work, including labor, materials, delivery, insurance fees, taxes, equipment and scaffolding, as shown and noted on the drawings and specified herein. The following is a general list of the work included; the list is not necessarily all inclusive.

- i. Removal or relocation of existing electrical panels and work shown on electrical plan and observable by examination of the site as being a hinderance to the new construction. Existing electrical material, fixtures, equipment, conduit, wiring etc. not required for final construction.
- ii. Testing of contracted work.
- iii. Clean up and Record Drawings.

1.04 STANDARDS:

- A. All electrical work shall be installed or performed in compliance with the City Electrical Code, State Fire Marshal Regulations and the National Electrical Codes, except that the conduit fill shall be as indicated on the drawings. In case of conflict, the most restrictive code shall apply.
- B. All material used in the electrical work herein specified shall be new and suited to the intended use, shall be listed by a Nationally recognized testing laboratory, and shall meet their requirements and bear their label whenever standards have been established and label service is regularly furnished by that agency.
- C. All equipment shall conform to National Electrical Manufacturer's Association (NEMA) industry standards.
- D. The installation shall conform to the requirements of NECA "Manual of Good Workmanship" (Standard of Installation)

1.08 PERMITS, INSPECTIONS AND TESTS:

A. Permits and Inspections: Shall be as specified in General Requirements Section 01001. The Contractor shall obtain and pay for all permits, licenses and fees required for the execution of his work, Except that the basic electrical permit shall be submitted and paid for by the Owner and signed for and picked up by the electrical subcontractor. Electrical subcontractor shall arrange for and pay for all required tests and inspections, and shall give all notices required by any and all laws, rules, regulations and ordinances which pertain to the work.

B. Tests: All wiring and connections shall be tested for continuity, short circuits and improper grounds. Each lighting panel shall be tested with mains disconnected from feeder, branches connected, wall switches closed, fixtures connected, but without lamps.

1.10 COOPERATION WITH OTHERS: The Contractor shall consult and cooperate fully with all trades furnishing labor, material or services, so the work as a whole, shall be executed in the most efficient manner and without conflict or delay.

1.11 TEMPORARY POWER: The Contractor shall make all arrangements for, and shall install the necessary provisions for temporary electrical construction power, sized as required.

1.13 PRELIMINARY OPERATION: Should the Owner and/or Architect deem it necessary that the electrical installation or any part thereof be operated prior to completion and/or acceptance of the work, the Contractor shall consent to such preliminary operations. Preliminary operation shall be conducted under the supervision of the Contractor. All costs except cost of electricity occasioned by such operations, shall be paid by the Contractor. Preliminary operation shall not be construed as an acceptance of any work installed under the Contract.

1.15 INSPECTION: Architects's Electrical Engineer shall check all rough electrical work prior to pouring of concrete slab, and upon completion of work. The Contractor shall notify the Architect at least three days in advance of these dates.

PART 5. EXECUTION

3.01 SAFETY PRECAUTIONS:

The Contractor shall be responsible for the protection and good condition of all new electrical material and equipment for the entire installation, until final acceptance by the Owner. He shall erect and maintain suitable barriers, protective devices, lights and warning signs where required for the protection of public and employees about the building and he shall be fully responsible for any loss or injury to persons or property resulting from his neglect of these precautions, his own carelessness, or neglect of his employees. Compliance with the requirements of OSHA is the Contractor's responsibility.

G. Hangers and Supports: Furnish and install all inserts, hangers and supports required for supporting switches, conduits, junction and pull boxes, fixtures and similar materials and equipment. All horizontal and vertical runs of exposed conduits, and conduits larger than one inch located above furred ceilings, shall be supported at intervals of not more than 10 feet. Conduits one inch or smaller, located above suspended ceilings shall be fastened to the ceiling furring in an approved manner.

1. **Supports for Individual Conduits:** Individual conduits, one inch and smaller, shall be secured with one hole malleable iron pipe straps and screws and inserts on concrete construction, and with suitable clamps on steel construction. Conduits larger than one inch shall be attached to framing members with approved pipe hangers. Perforated steel plumbers tape shall not be used. Conduit shall not be attached to motors or other vibration producing equipment.

2. **Supports for Groups of Conduits:** Where conduits are grouped together, they shall be supported on "Unistrut", "Kindorf" or equivalent channels,

3. **Supports for outlet boxes in stud walls** shall consist of bar hanger mounted between studs to prevent box wobble.

4. The Contractor has the responsibility of providing additional pull or junction boxes in conduit runs where he deems them necessary for the work or where required by code. The chosen location shall be accessible and shall be approved by the Architect.

H. Conduit Installation:

1. Conduit in finished areas shall be run concealed except as otherwise shown on the drawings or as herein specified. Conduit may be run exposed in mechanical equipment and electrical rooms. Conduit

shall be connected to outlet boxes and cabinets with double locknuts and bushings. Where conduit cannot be connected with standard couplings, only approved conduit unions shall be used. Running thread connections shall not be used. Threadless fittings shall not be used. Where conduits cross expansion or seismic joints, "O.Z." Type DX, or equal, expansion and deflection fittings shall be used. Each run of conduit shall be entirely of one material. Open ends of conduits, unless in a closed box or cabinet, shall be closed with approved conduit caps or closures, as soon as installed, and kept closed until ready to pull in conductors. Bends in all conduits one inch trade size, or larger, shall be made with factory elbows or with an approved hydraulic bender.

2. The joints of all conduits installed in the ground, in concrete in contact with the ground, or where exposed to the weather, shall be made liquid and gastight, and the outside of each metallic coupling and adjacent conduit and all wrench abrasions shall be painted with "P and B" or equal compound. In addition to the above, the entire length of metallic conduits installed in the ground shall be painted with "P and B" or equal compound.

3. Electrical metallic tubing shall be installed with threaded gland compression type connectors and couplings. Indentor type or set-screw type fittings shall not be used. Flexible metallic conduit shall be installed with clamp type or Thomas and Betts "Tight-Bite" connectors. Angle type connectors shall be used only for exposed work. Liquid-tight flexible metallic conduit shall be installed with special fittings approved for the purpose.

3.04 CONDUCTOR INSTALLATION:

A. Wire shall be new, in unbroken reels or containers of recent manufacture, shall bear the label of a nationally recognized testing laboratory, the manufacturer's trademark, and the type and size of wire. Conductors shall not be installed in any conduit system until the following has been performed:

1. Conduit system is free of moisture.

3.05 LIGHTING FIXTURES:

Incandescent fixture outlet boxes shall be provided with the proper hangers or fixture studs and shall be substantially supported from the structural elements. All fixtures shall be provided with all necessary hanging, supporting and accessory devices required for the installation in their particular locations, including earthquake clips. End-to-end fluorescent units shall be mounted on a straight line and shall be provided with an approved raceway for branch circuit conductors. The Contractor shall refer to the Architectural reflected ceiling plan for exact locations of all ceiling mounted fixtures.

B. Where cutting is necessary to install work under this section, it shall be done by methods that will not damage the structure, and shall have the Architect's approval.

3.07 FLASHING:

Wherever conduits extend through the roof, furnish and install galvanized steel flashing consisting of a No. 24 gauge roof jack and a flashing collar strapped to the conduit set in mastic and covering the top of the roof jack. Roof jack shall extend not less than 6 inches out of roof and up conduit. Conduit shall be allowed to slip in the roof jack. Coordinate installation of flashing with roofing installation to permit mopping in flanges by the Roofing Contractor.

3.08 CONNECTION TO EQUIPMENT:

A. All electrical outlets, apparatus, motors, equipment, fixtures, wiring devices and appliances, whether

they are installed under the contract for electrical work, or not, which require electrical connections, shall be fully connected in an approved manner to the corresponding electrical system.

B. Where the work under this section requires connection to be made to equipment that is furnished and set in place under other sections of these Specifications, the Contractor shall obtain roughing-in dimensions from the installer of each such item of equipment and assume full responsibility for the neat and workmanlike installation of the connections thereto.

3.10 EQUIPMENT SUPPORTS:

A. **Fabricate** supports for panelboards, lighting fixtures and other equipment of structural steel, or where applicable, of structural systems such as "Unistrut" or "Kindorf". Do all drilling and tapping of the building structure and all welding required for installing equipment supports.

B. **Welding:** Welding shall be done by the electric arc process by welders who are fully qualified for this work. Where brackets are welded to structural steel, the prime coat of paint on the steel shall be scraped away from the area in which welding is to be done.

C. **Painting:** All equipment and conduit supports, fabricated of structural steel, shall receive a shop coat of "Pabco" No. 7356 zinc dust, zinc-oxide metal primer. After erection and welding is completed, all structural steel supports shall be given a touch-up coat of paint specified for shop painting. All welds, bolts and spots where shop coating is damaged or removed shall be touched up to match shop coat.

3.13 CLEANING:

A. **Galvanized Surfaces:** Brush thoroughly and wipe with solvent to remove dirt, oil and grease.

C. **Lighting Fixtures:** Clean and polish fixtures, diffusers and trim.

D. **Removal of Rubbish:** Remove from the site all packing cartons, scrap materials and other rubbish incidental to the work under this section, and leave the premises in a condition acceptable to the Architect.

3.14 TESTS:

A. Upon request of the Owner, at any time prior to completion, the Contractor shall make all necessary tests which will insure that all equipment, materials or installation methods are as specified. Qualified representatives of the Contractor shall perform the tests under the supervision of the Owner's representative. Any equipment or materials failing to meet the required standards shall be immediately replaced at no cost to the Owner.

B. Upon job completion, all electrical loads and controls shall be tested under full operating conditions and all defective materials, equipment, devices or faulty workmanship shall be immediately replaced at no cost to the Owner. The Contractor will be required to make standard equipment, material and performance tests and also reasonable tests that may be required, such as electrical insulation resistance or equipment temperature rise. The cost of all tests will be the responsibility of the Contractor.

*****END ELECTRICAL SECTION*****

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN GROVE AND THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN GROVE AND THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN GROVE AND THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS.

STANDARD CONTRACTUAL CONDITIONS:

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GENERAL AND STRUCTURAL SPECIFICATIONS:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN GROVE AND THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN GROVE AND THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDEN GROVE AND THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS.

**City of Garden Grove
ANIMAL SHELTER**

PROJECT DATA

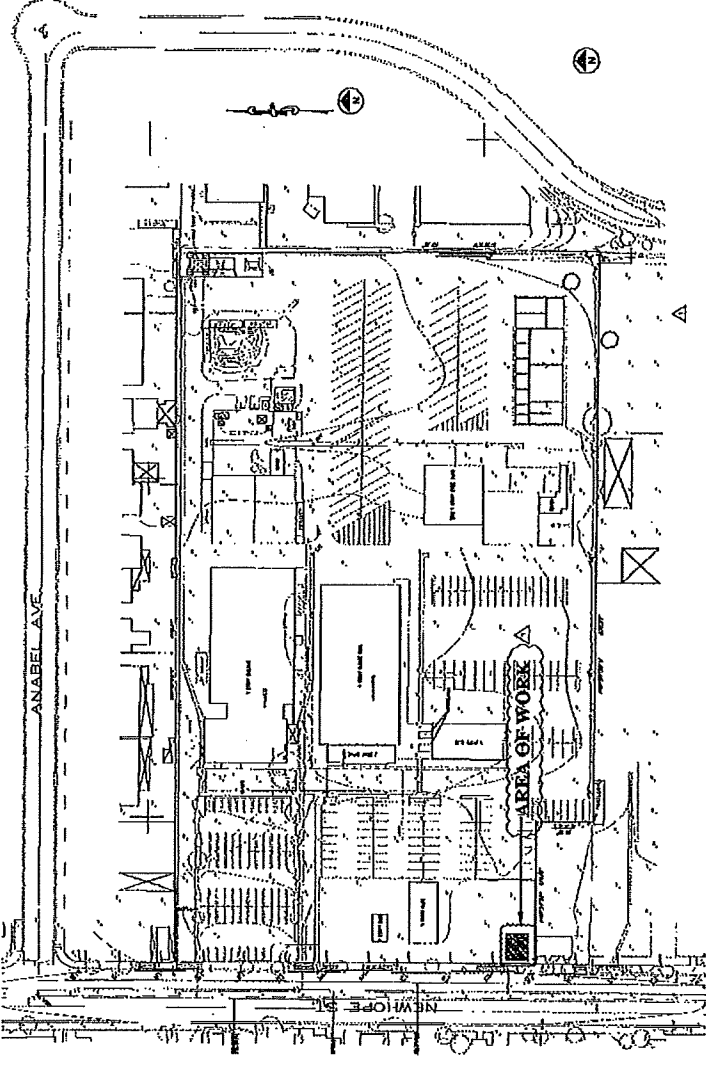
NAME OF PROJECT: ANIMAL SHELTER
PROJECT ADDRESS: 11000 ANABEL AVE, GARDEN GROVE, CA 92647
OWNER: CITY OF GARDEN GROVE
DATE: 10/1/2010
TYPE OF CONSTRUCTION: REPAIR/REPLACE
AREA OF BUILDING: AREA OF BUILDING

INDEX TO DRAWINGS

1	1-1 SITE DATA SCHEDULES & NOTES
2	1-2 FLOOR PLANS
3	1-3 INTERIOR ELEVATIONS & SECTION
4	1-4 DETAILS
5	1-5 MECHANICAL PLANS
6	1-6 PLUMBING
7	1-7 ELECTRICAL
8	1-8 EXTERIOR ELEVATIONS
9	1-9 EXTERIOR DETAILS
10	1-10 EXTERIOR SECTION
11	1-11 EXTERIOR DETAILS
12	1-12 EXTERIOR SECTION
13	1-13 EXTERIOR DETAILS
14	1-14 EXTERIOR SECTION
15	1-15 EXTERIOR DETAILS
16	1-16 EXTERIOR SECTION
17	1-17 EXTERIOR DETAILS
18	1-18 EXTERIOR SECTION
19	1-19 EXTERIOR DETAILS
20	1-20 EXTERIOR SECTION
21	1-21 EXTERIOR DETAILS
22	1-22 EXTERIOR SECTION
23	1-23 EXTERIOR DETAILS
24	1-24 EXTERIOR SECTION
25	1-25 EXTERIOR DETAILS
26	1-26 EXTERIOR SECTION
27	1-27 EXTERIOR DETAILS
28	1-28 EXTERIOR SECTION
29	1-29 EXTERIOR DETAILS
30	1-30 EXTERIOR SECTION
31	1-31 EXTERIOR DETAILS
32	1-32 EXTERIOR SECTION
33	1-33 EXTERIOR DETAILS
34	1-34 EXTERIOR SECTION
35	1-35 EXTERIOR DETAILS
36	1-36 EXTERIOR SECTION
37	1-37 EXTERIOR DETAILS
38	1-38 EXTERIOR SECTION
39	1-39 EXTERIOR DETAILS
40	1-40 EXTERIOR SECTION
41	1-41 EXTERIOR DETAILS
42	1-42 EXTERIOR SECTION
43	1-43 EXTERIOR DETAILS
44	1-44 EXTERIOR SECTION
45	1-45 EXTERIOR DETAILS
46	1-46 EXTERIOR SECTION
47	1-47 EXTERIOR DETAILS
48	1-48 EXTERIOR SECTION
49	1-49 EXTERIOR DETAILS
50	1-50 EXTERIOR SECTION
51	1-51 EXTERIOR DETAILS
52	1-52 EXTERIOR SECTION
53	1-53 EXTERIOR DETAILS
54	1-54 EXTERIOR SECTION
55	1-55 EXTERIOR DETAILS
56	1-56 EXTERIOR SECTION
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59	1-59 EXTERIOR DETAILS
60	1-60 EXTERIOR SECTION
61	1-61 EXTERIOR DETAILS
62	1-62 EXTERIOR SECTION
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92	1-92 EXTERIOR SECTION
93	1-93 EXTERIOR DETAILS
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95	1-95 EXTERIOR DETAILS
96	1-96 EXTERIOR SECTION
97	1-97 EXTERIOR DETAILS
98	1-98 EXTERIOR SECTION
99	1-99 EXTERIOR DETAILS
100	1-100 EXTERIOR SECTION

5

6



EXISTING SITE PLAN

SCALE: 1"=40'

DESCRIPTION OF ANIMAL SHELTER WORK

This project requires the construction of a new animal shelter building. The building will be used for the housing and care of animals. The building will be constructed on a site located at 11000 Anabel Ave, Garden Grove, CA 92647. The building will be constructed in accordance with the City of Garden Grove's Animal Shelter Ordinance. The building will be constructed in accordance with the City of Garden Grove's Animal Shelter Ordinance. The building will be constructed in accordance with the City of Garden Grove's Animal Shelter Ordinance.

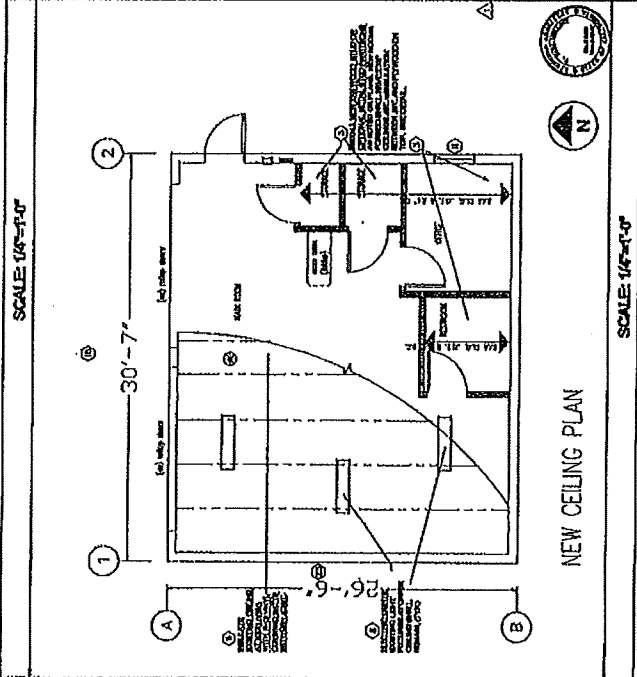
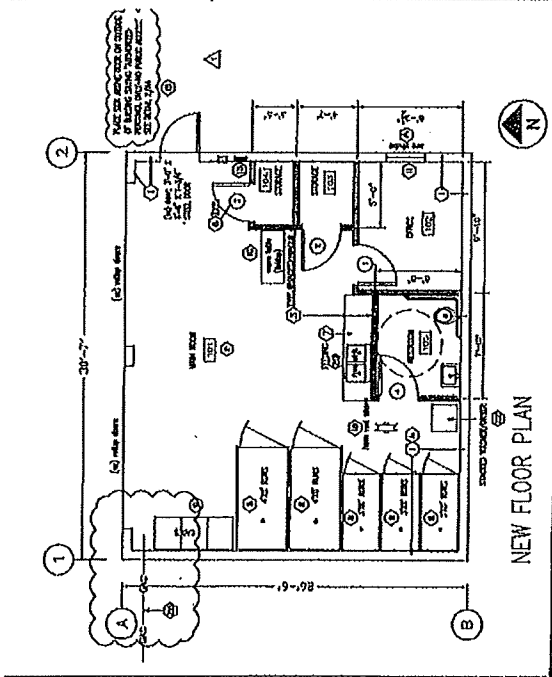
1. Foundation and footing for all exterior walls.
2. Foundation and footing for all interior walls.
3. Foundation and footing for all exterior walls.
4. Foundation and footing for all interior walls.
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6. Foundation and footing for all interior walls.
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10. Foundation and footing for all interior walls.
11. Foundation and footing for all exterior walls.
12. Foundation and footing for all interior walls.
13. Foundation and footing for all exterior walls.

FINISH SCHEDULE

ROOM NAME	FINISH	DATE	BY
1. MAIN HALL	PAINT	10/1/2010	J. SMITH
2. OFFICE	PAINT	10/1/2010	J. SMITH
3. KITCHEN	PAINT	10/1/2010	J. SMITH
4. BATH	PAINT	10/1/2010	J. SMITH
5. STAFF ROOM	PAINT	10/1/2010	J. SMITH
6. WAITING AREA	PAINT	10/1/2010	J. SMITH
7. EXERCISE YARD	PAINT	10/1/2010	J. SMITH
8. STORAGE	PAINT	10/1/2010	J. SMITH
9. MECHANICAL ROOM	PAINT	10/1/2010	J. SMITH
10. ELECTRICAL ROOM	PAINT	10/1/2010	J. SMITH
11. PLUMBING ROOM	PAINT	10/1/2010	J. SMITH
12. JANITORY	PAINT	10/1/2010	J. SMITH
13. ENTRY	PAINT	10/1/2010	J. SMITH
14. LOBBY	PAINT	10/1/2010	J. SMITH
15. RECEPTION	PAINT	10/1/2010	J. SMITH
16. WAITING AREA	PAINT	10/1/2010	J. SMITH
17. EXERCISE YARD	PAINT	10/1/2010	J. SMITH
18. STORAGE	PAINT	10/1/2010	J. SMITH
19. MECHANICAL ROOM	PAINT	10/1/2010	J. SMITH
20. ELECTRICAL ROOM	PAINT	10/1/2010	J. SMITH
21. PLUMBING ROOM	PAINT	10/1/2010	J. SMITH
22. JANITORY	PAINT	10/1/2010	J. SMITH
23. ENTRY	PAINT	10/1/2010	J. SMITH
24. LOBBY	PAINT	10/1/2010	J. SMITH
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43. ENTRY	PAINT	10/1/2010	J. SMITH
44. LOBBY	PAINT	10/1/2010	J. SMITH
45. RECEPTION	PAINT	10/1/2010	J. SMITH
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48. STORAGE	PAINT	10/1/2010	J. SMITH
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82. JANITORY	PAINT	10/1/2010	J. SMITH
83. ENTRY	PAINT	10/1/2010	J. SMITH
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98. STORAGE	PAINT	10/1/2010	J. SMITH
99. MECHANICAL ROOM	PAINT	10/1/2010	J. SMITH
100. ELECTRICAL ROOM	PAINT	10/1/2010	J. SMITH

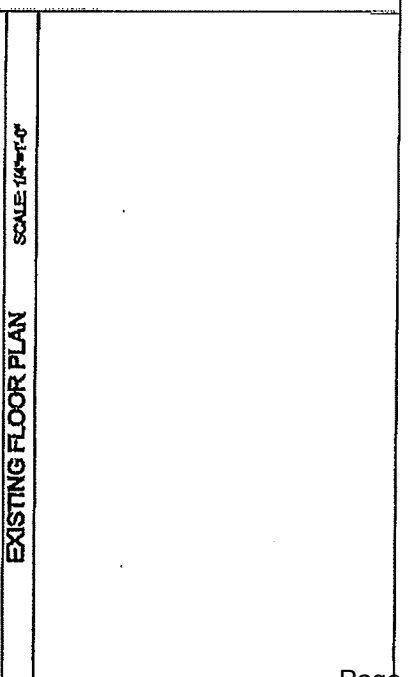
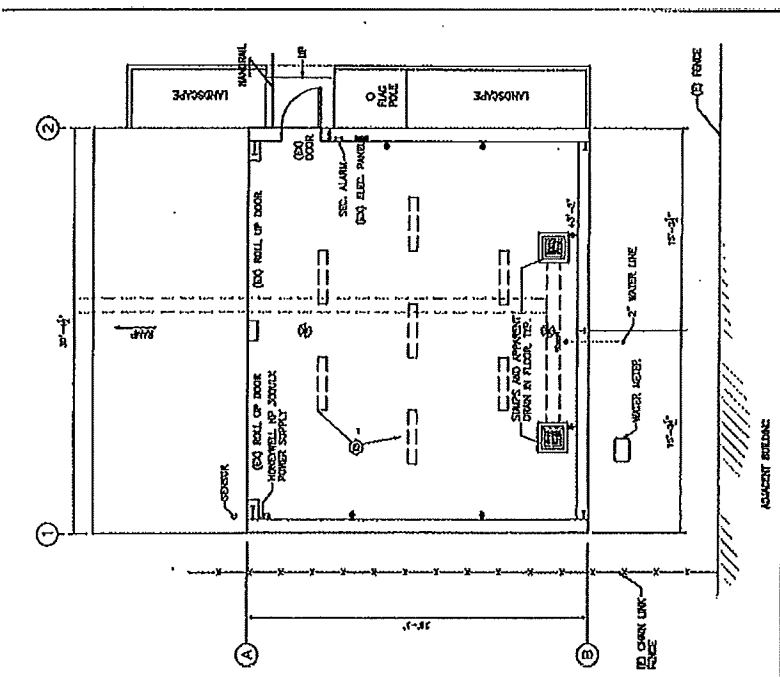
DOOR SCHEDULE

DOOR SCHEDULE									
NO.	LOC.	DOOR	TYPE	FRAME	GLASS	MARKING	FINISH	REMARKS	
1	1	OFFICE	SWING	WOOD	GLASS	GLASS	GLASS	GLASS	
2	2	OFFICE	SWING	WOOD	GLASS	GLASS	GLASS	GLASS	
3	3	OFFICE	SWING	WOOD	GLASS	GLASS	GLASS	GLASS	
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5	5	OFFICE	SWING	WOOD	GLASS	GLASS	GLASS	GLASS	
6	6	OFFICE	SWING	WOOD	GLASS	GLASS	GLASS	GLASS	
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100	100	OFFICE	SWING	WOOD	GLASS	GLASS	GLASS	GLASS	



KEYNOTES

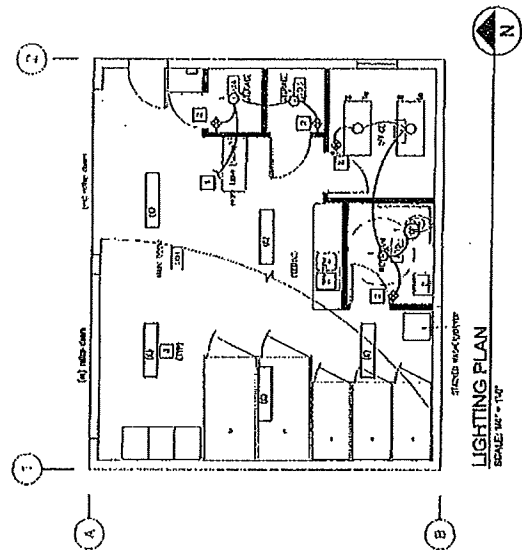
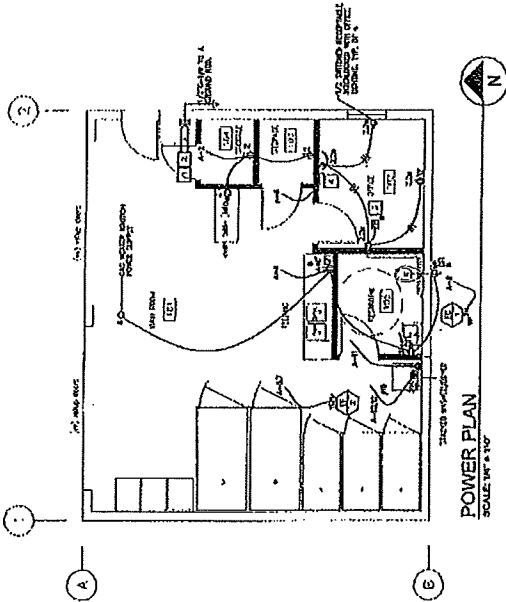
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
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[illegible]

LIGHTING FIXTURE SCHEDULE									
TYPE	SYMBOL	DESCRIPTION	HEIGHT IN	LAMPS NO.	WATTAGE W	TYPE	MOUNT	MANUFACTURE	
A	○	DOWNLIGHT LED	36	18	120	LED	RECESSED	UTERSON LUMINANCE LUMINANCE B-2000 (PARALEL)	
B	○	2x4 LED	9	4	120	LED	RECESSED	UTERSON LUMINANCE LUMINANCE B-2000 (PARALEL)	

1. VERIFY EXISTING TYPE WITH ARCHITECTURAL REFLECTED CEILING PLANS
2. COORDINATE WITH ARCHITECT IN FIELD FOR EXISTING
3. HEIGHT OF ALL WALL MOUNTED FIXTURES



GENERAL NOTES

1. REFER TO ARCHITECTURAL PLANS, SECTIONS AND ELEVATIONS, ETC. FOR EXACT LOCATION OF POWER SERVICE.
2. FOR ALL TELEPHONE/CABLE OUTSIDE MOUNTED IT'S WITH PULL STRIPS TO ABOVE CEILING.
3. COORDINATE EXISTING ELECTRICAL AND PLUMBING SYSTEMS WITH NEW SYSTEMS AND PLUMBING CONTRACTOR PRIOR TO START-UP.

KEYED NOTES

1. DISCONNECT AND REMOVE EXISTING 3 PHASE PANEL AND REPAIR WITH A 12 PANEL PANEL, 3/4\"/>
- 2. EXISTING PANEL AND FEEDER SHALL BE PROVIDED INTO TUBS.
- 3. ON-OFF POWER PANEL RELOCATE WITH LISTING CONTROL.
- 4. WALL MOUNTED WATER TAP WATER MISC.

GENERAL NOTES

1. REFER TO ARCHITECTURAL PLANS, SECTIONS AND ELEVATIONS, ETC. FOR EXACT LOCATION OF EXISTING ELECTRICAL SYSTEM.
2. PROVIDE AS SHOWN ON KEY CHARTER TO THE RIGHT OF THE KEY CHARTER.
3. WATER MOUNTED WATER TAP ARE SHOWN AT 4\"/>

KEY NOTES

1. CONNECT TO EXISTING LIGHTING CIRCUIT A-1.
2. ONE VOLTAGE WALL MOUNTED EXISTING SYSTEM.
3. EXISTING CIRCUIT IN THE AREA TO BE REMOVED.



<p>1. GENERAL NOTES</p> <p>1.1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.</p> <p>1.2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p> <p>1.3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.</p> <p>1.4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.</p> <p>1.5. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.</p> <p>1.6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE.</p> <p>1.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.</p> <p>1.8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.</p> <p>1.9. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.</p> <p>1.10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE.</p>	<p>2. MATERIALS</p> <p>2.1. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.</p> <p>2.2. ALL MATERIALS SHALL BE DELIVERED TO THE PROJECT SITE IN ACCORDANCE WITH THE SCHEDULE.</p> <p>2.3. ALL MATERIALS SHALL BE STORED IN A SECURE AND DRY LOCATION.</p> <p>2.4. ALL MATERIALS SHALL BE PROTECTED FROM DAMAGE AND THEFT.</p> <p>2.5. ALL MATERIALS SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.</p> <p>2.6. ALL MATERIALS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.</p> <p>2.7. ALL MATERIALS SHALL BE DELIVERED TO THE PROJECT SITE IN ACCORDANCE WITH THE SCHEDULE.</p> <p>2.8. ALL MATERIALS SHALL BE STORED IN A SECURE AND DRY LOCATION.</p> <p>2.9. ALL MATERIALS SHALL BE PROTECTED FROM DAMAGE AND THEFT.</p> <p>2.10. ALL MATERIALS SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.</p>	<p>3. CONSTRUCTION</p> <p>3.1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.</p> <p>3.2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p> <p>3.3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.</p> <p>3.4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.</p> <p>3.5. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.</p> <p>3.6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE.</p> <p>3.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.</p> <p>3.8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.</p> <p>3.9. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.</p> <p>3.10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE.</p>	<p>4. SCHEDULE</p> <p>4.1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING ALL WORK IN ACCORDANCE WITH THE SCHEDULE.</p> <p>4.2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p> <p>4.3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.</p> <p>4.4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.</p> <p>4.5. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.</p> <p>4.6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE.</p> <p>4.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.</p> <p>4.8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.</p> <p>4.9. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.</p> <p>4.10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE.</p>
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MECHANICAL TITLE 24 ENERGY FORMS

1. PROJECT INFORMATION

2. MECHANICAL SYSTEMS

3. ENERGY FORMS

4. MECHANICAL SYSTEMS

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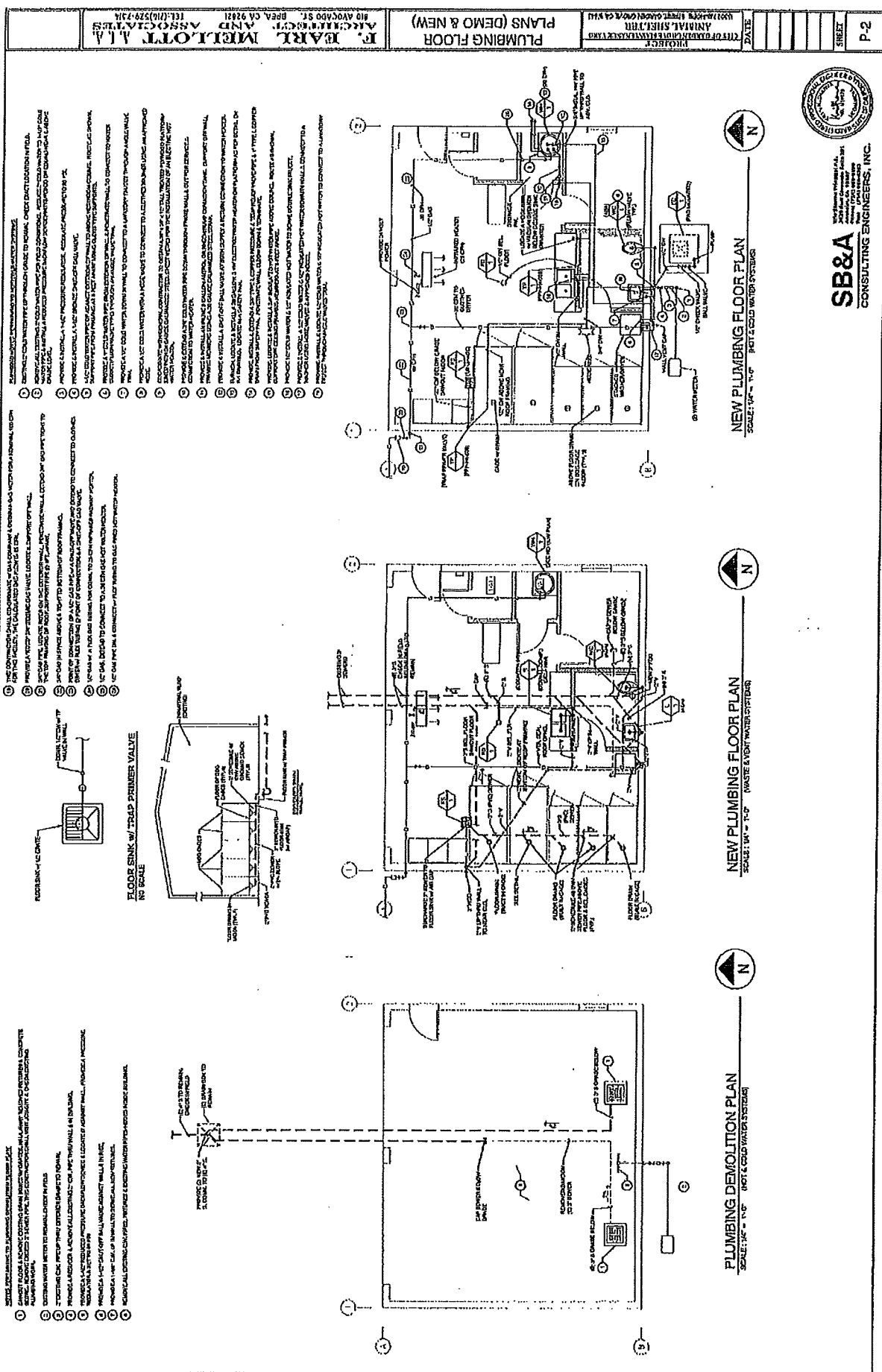
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98. MECHANICAL SYSTEMS

99. ENERGY FORMS

100. MECHANICAL SYSTEMS



ADDENDUM No. 1

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: January 9, 2017

Date Effective: January 9, 2017

IFB No. S-1209

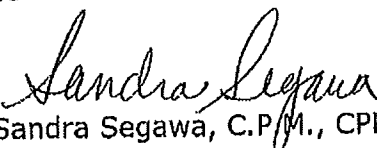
Furnish all Materials, Equipment, Tools and Labor for the Remodel of an Existing Metal Building for Animal Control Services per the bid specifications.

INTENT

1. This addendum is issued prior to receipt of bids to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The Engineers Estimate for this project is \$160,000.00.

The contractor is hereby notified that Addendum No. 1 must be acknowledged and submitted as part of the bid. Failure to do so, could result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ADDENDUM No. 2

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: January 10, 2017

Date Effective: January 10, 2017

IFB No. S-1209

Furnish all Materials, Equipment, Tools and Labor for the Remodel of an Existing Metal Building for Animal Control Services per the bid specifications.

INTENT

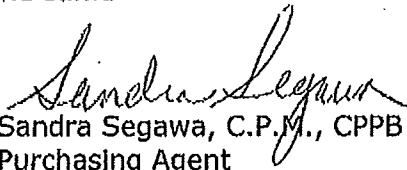
1. This addendum is issued prior to receipt of bids to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. Please see the responses to questions that have been sent in regarding this bid. The City's responses can be found in the bold and italicized font.
 1. It said don't paint the main room ceiling in the notes but then in the finish schedule to paint it with P-1. ***Main room ceiling is prefinished vinyl cover insulation batts left exposed to interior. Do not paint.***
 2. Walls are flat finish in all but the bathroom but the ceilings are P- which is semi-gloss, and storage 103 has no finish on the lid. Is this correct? ***No, Ceilings in rooms 102, 103 and 104 are to be flat finish like walls (P-1). Paint finish in 103 ceiling was inadvertently left off schedule. It should have indicated P-1 paint and hgt. of 8'-0".***
 3. Can't find anywhere that we paint the doors or the trim? ***Doors are all laminated plastic finish and jambs and trim are prefinished "Timely" (or approved equal). They do not require paint.***
 4. Is there any painting exterior? ***The only painting required on the exterior is where new penetrations from exhaust fans, evaporative cooler, plumbing vents and similar penetrations of the exterior envelope and window flashing is exposed .***

5. Is there any existing fire alarm system? Please provide details (who previously installed if any). **No. If an alarm system is to be installed it shall be the responsibility of the City.**

6. Is telecom part of the contract per plan? **The outlet and conduit shown on the plans shall be installed by the General Contractor or his subcontractor. Pulling of wire and the rest of the system will be furnished by the City.**

The contractor is hereby notified that Addenda No. 1 and 2 must be acknowledged and submitted as part of the bid. Failure to do so, could result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same

Issued by:


Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ADDENDUM No. 3

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: January 14, 2017

Date Effective: January 14, 2017

IFB No. S-1209

Furnish all Materials, Equipment, Tools and Labor for the Remodel of an Existing Metal Building for Animal Control Services per the bid specifications.

INTENT

1. This addendum is issued prior to receipt of bids to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The bid due date is hereby extended from 2:00 p.m., local time, on January 17, 2017 to a ***new bid due date of 2:00 p.m., local time, on Wednesday, January 25, 2017.***

The contractor is hereby notified that Addenda No. 1, 2 and 3 must be acknowledged and submitted as part of the bid. Failure to do so may result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same

Issued by: *Sandra Segawa*
Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ADDENDUM No. 4

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: January 17, 2017

Date Effective: January 17, 2017

IFB No. S-1209

Furnish all Materials, Equipment, Tools and Labor for the Remodel of an Existing Metal Building for Animal Control Services per the bid specifications.

INTENT

1. This addendum is issued prior to receipt of bids to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. Please see the responses to questions that have been sent in regarding this bid. The City's responses can be found in the bold and italicized font.
 1. Please provide a list of the OFCI items to verify the equipment/fixtures that are unclear as to whether being provided by the Owner or not such as, EC-1, EF-2, WH-1, IH-1, H-1, etc. ***Items questioned EC-1, Ef-2, WH-1 are all supplied by the Contractor. I do not know what IH-1 or H-1 are (Please explain or show location on plans or Specs.) Generally all equipment noted on Plumbing and Mech. are in the Contract. Items Not in Contract are washer/dryer, exam table and small animal cage unit which are to be supplied by Owner and installed by contractor.***
 2. Please advise as to whether electronic bids are acceptable or all bids must be received in person inside sealed packages. ***Electronic bids are NOT acceptable. All bids must be sealed and submitted in paper format.***
 3. Please advise as to whether it would be acceptable to provide the list of the subcontractors to be used after being awarded the job, or the names of the subcontractors must be listed under the "DESIGNATION OF SUB-CONTRACTORS" at the time of bid. ***All sub-contractors must be listed on the "DESIGNATION OF SUB-CONTRACTORS" form and***

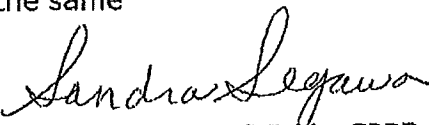
the form must be submitted on the bid due date and time. Proof of registration with the DIR must also be submitted for the bidder and all sub-contractors at the time the bid is submitted.

4. Please advise on the outcome, should the selected GC need to use subcontractor(s) after being awarded the job, whose names weren't listed under the "DESIGNATION OF SUBCONTRACTORS" at the time of bid. ***Only those qualified sub-contractors listed on the DESIGNATION OF SUB-CONTRACTORS" form that is submitted with the bid will be allowed on the job site. The sub-contractors must also meet the City's requirements in order to perform the work under this contract.***
5. Please advise on the type of "adequate" backing called out for the support of the wall mounted exam table (e.g. wood, steel, etc.) ***This means 2x blocking between studs nailed in adequately to support the weight of the exam table with a 100 pound dog on it. The location to be determined by mounting instruction from the manufacturer. If this does not answer your question you can contact the manufacturer (Shoreline/Schroer of Kansas City, KS)***
6. 1) Verify the Top Set Base (TS) at Room #102, #103, & #104. Is it required 4" rubber cove base? If so, what manufacturer's product being preferred? - No Spec. being called (Ref. Finish Schedule on DWG. A-1). ***Base Materials where called out on finish schedule shall be: Rubber top set base shall be 4" high rubber cove base and 4" high-- carpet base by "Burke" or approve equal. Color to be selected by Owner. FS SS-W-40, Type I rubber top set coved at sheet vinyl flooring that requires base (see finish schedule and toeless at carpet; premolded external corners:
Height: [4] inch
Thickness: [1/8] inch thick
Manufacturers: Burke or approved equal.***
7. Keyed Notes #2 on DWG. E-1 called, "Existing Panel and Feeder shall be upgraded into 100A." What is the current/ total amperage on the sub-panel? ***71 amps. It is on the electrical plans.***

8. What is the distance from Main Electrical Panel to the Sub-Panel that is required to be upgraded? ***Pulling of wire from the main panel to the new subpanel will be done by the City through the existing conduit. The new 100 A. panel, new breaker and remaining electrical work in the shelter building will be the responsibility of the Contractor.***
9. Sheet A-4 Detail #9: For the exterior wall hat channel attachment at the top of the wall/ The existing has a steel beam that is not in line with the wall member that we are to attach the hat channel. Please provide a detail how the attachment. ***Provide a sheet metal angle attached to bottom of steel beam and projecting out far enough to align the face with the face of the lower horizontal beams of existing building. See detail 2/A-REV included.***
10. Sheet A-4 Detail #4 Shows a new metal framed wall that the new 3x ledger attaches on sheet A-2 new ceiling plan does not show a new wall at the exterior where the 3x should attach, If we attach it to the vertical hat channel that point would be over 12" from the horizontal attachment point on the existing wall member from below and 4' from the top. Please advise. ***See new revised detail 3/A-REV included for this condition.***
11. Sheet A-3 North elevation note 1 calls for insulation and drywall the existing condition has a steel I beam at the roof line and no wall members to attach the hat channel to please provide a detail on the attachment. ***See new revised detail 4/A-REV for this condition.***
12. Sheet A-3 West elevation note 1 calls for insulation and drywall and note 4 calls for ceramic tile the existing condition has a steel X Support braces that are on the surface of the horizontal wall members that the hat channel attaches to. The braces cannot be removed or relocated and would be in conflict of the drywall and tile. Can we frame with 1 5/8" studs and conceal the supports? The detail 10 on sheet A-4 has the hat channel 24" on center on the West wall has tile over mortar. Should the spacing be 12" or 16" on center to carry the mortar and tile? ***Yes, 2x4's flat at 16" oc. are acceptable instead of hat channel. See new revised detail 1/A-REV included for this condition.***

13. Sheet E-1 New power plan does not show any outlets on the west wall. Now there are two existing outlets also on the south and east walls. Should some of the outlets be removed or relocated to finish flush with the new finishes?
Yes. Remove all of the existing outlets located on the North south and east walls Install new outlets per electrical plan.

The contractor is hereby notified that Addenda No. 1, 2 3, and 4 must be acknowledged and submitted as part of the bid. Failure to do so, could result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same

Issued by: 
Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

ATTACHMENT "B"

(BID PRICING)

SECTION 2 - BID PRICING
THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications for Furnish all Materials, Equipment, Tools and Labor for the Remodel of an Existing Metal Building for Animal Control Services per the bid specifications. HEREBY PROPOSE to furnish all labor, materials, and equipment and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

BID PROPOSAL	
LOCATION	TOTAL COST
Furnish all Materials, Equipment, Tools and Labor for the Remodel of an Existing Metal Building for Animal Control Services per the bid specifications.	\$ 145,000.00
TOTAL COST in Written Words: One Hundred Forty Five Thousand .	
PARTIAL BIDS WILL NOT BE ACCEPTED!	
The above bid price includes all applicable taxes for the pricing proposed in this submittal. Note: In case of discrepancy between the words and figures, the words prevail.	

It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other

person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

(d) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

<u>Amendment No.</u>	<u>Date</u>
NO. ONE	JAN 9,17
NO. TWO	JAN 10,17
NO. THREE	JAN 14,17
NO. FOUR	JAN 17,17

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

Check below where appropriate:

☐ Partnership: That _____ are partners, doing
(Names of all Partners)

business under the firm name of _____ and
that the co-partnership makes the accompanying proposal.

☒ Corporation: That Shauwki Haasen President of
_____ makes _____ (President or Secretary) (Name of
Corporation) OCC Builders Inc.

the accompanying proposal.

☐ Individual: That _____ is the bidder and makes the
(Name of Individual)
accompanying proposal.

Date: Jan 24,17

OCC Builders Inc.
Company Name

11037 Warner Ave # 111
Address
Fountain Valley, CA 92708
City - State - Zip
714/280-7101
Telephone Number
occbuilders@yahoo.com
Email Address
999117
CA Contractors License Number
1000036963
DIR Registration Number
OCC Builders Inc
Bidder's Name (Please Print)
Shauwki Haasen /President *shauwki Haasen*
Authorized Signature

Schedule of Values

11222 Acacia Parkway, Room 220, Garden Grove CA.

SUBTOTAL	\$139,946.00
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4 Addendum

TOTAL	\$145,000.00
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**BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)**

This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the Insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for Insurance, including Insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional Insureds as per the agreement for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

OCC Builders Inc

Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

Shauwki Haasen

Please Print (Name & Title of Authorized Representative)

Shauwki Haasen/ President

Date

Phone Number

Email

Jan 24, 17

714/280-7101

occbuilders@yahoo.com

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: sandras@garden-grove.org. This is the preferred and quickest method of submitting Insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove
Attention: Sandra Segawa:
Purchasing Division
11222 Acacia Parkway
Garden Grove, CA 92840

NOTE: All Insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

SECTION 3 - DOCUMENTS (Cont.).

DESIGNATION OF SUB-CONTRACTORS

1. Pursuant to Public Contract Code Sections §4104 of California Public Contract Code, the undersigned certifies that it has used the sub-bids of the following listed subcontractors to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total Bid Proposal and that the subcontractors listed will be used for the work for which they bid subject to the approval of the Engineer and in accordance with the applicable provisions of the Specifications. Please attach additional pages if needed.

1. Name of Subcontractor: Petra Air System DIR Reg# 1600046149
Address: 2860 W. Ball Rd # D12 Anaheim, CA Phone No: 714 316-1103
Individual, Partnership or Corporation: Individual
Work to be performed: HVAC

2. Name of Subcontractor: UC Electric DIR Reg# 1000032144
Address: 24849 Lorna Drive Moreno Valley, CA Phone No: 909 821-9182
Individual, Partnership or Corporation: Individual
Work to be performed: Electrical

3. Name of Subcontractor: _____ DIR Reg# _____
Address: _____ Phone No: _____
Individual, Partnership or Corporation: _____
Work to be performed: _____

4. Name of Subcontractor: _____ DIR Reg# _____
Address: _____ Phone No: _____
Individual, Partnership or Corporation: _____
Work to be performed: _____

5. Name of Subcontractor: _____ DIR Reg# _____
Address: _____ Phone No: _____
Individual, Partnership or Corporation: _____
Work to be performed: _____

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
OCC BUILDERS INC.	1000036963	ORANGE	FOUNTAIN VALLEY	06/29/2016	06/30/2017

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
MUAD ALABBADI	1000046149	ORANGE	ANAHEIM	01/24/2017	06/30/2017

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
UC ELECTRIC	1000092144	RIVERSIDE	MORENO VALLEY	07/05/2016	06/30/2017



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **999117**
Business Name **OCC BUILDERS INC**

Entity **CORP**

Classifications **B A C39**

Expiration Date **12/31/2018**

www.cslb.ca.gov



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of Fiscal Year 2016/2017 budget appropriation of private development in-lieu fees for public right-of-way improvements on the southwest corner of Euclid Street and Garden Grove Boulevard. (Amount: \$26,864) (<i>Action Item</i>)		
		Date:	3/28/2017

OBJECTIVE

To obtain City Council approval to appropriate \$26,864 from the General Fund, which have been collected from private development as in-lieu fees for public right-of-way improvements.

BACKGROUND

The Land Development Section in the Public Works Department is responsible for reviewing private development projects and providing conditions of approval. Kaidence Advisors LLC is developing the site located at 11162 Garden Grove Boulevard for the construction of a Starbucks Coffee Shop ("Project").

DISCUSSION

Part of the development process and conditions of approval is to ensure public facilities will adequately service the new Project. This entails improving the pavement condition fronting the Project site, which comprises the southwest corner at Euclid Street and Garden Grove Boulevard. The developer paid the in-lieu fee for the purpose of right-of-way improvements.

FINANCIAL IMPACT

There is no impact to the General Fund. The in-lieu fee of \$26,864 has been deposited into the General Fund to be used for right-of-way improvements.

RECOMMENDATION

It is recommended that the City Council:

- Approve the appropriation of the in-lieu fee of \$26,864 for public right-of-way improvements located on the southwest corner of Euclid Street and Garden Grove Boulevard; and
- Authorize the Finance Director to appropriate \$26,864 in Fund 111 to the current budget.

By: Ana V. Neal, Sr. Administrative Analyst

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of Projects as Complete for Federal Project No. STPL-5328(076)/City Project No. 7277: Knott Street Rehabilitation, and City Project No. 7228: Valley View Street Rehabilitation. (Action Item)		
		Date:	3/28/2017

OBJECTIVE

For City Council to accept Federal Project No. STPL-5328(076)/City Project No. 7277: Knott Street Rehabilitation from Garden Grove Boulevard to Lampson Avenue; and City Project No. 7228: Valley View Street Rehabilitation from SR 22 west bound off-ramp to Tiffany Avenue as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

In 2015, the City received \$500,000 in federal funding for the rehabilitation of Knott Street, from Garden Grove Boulevard to Lampson Avenue, as part of the Arterial Pavement Management Program administered by Caltrans.

DISCUSSION

The project consisted of roadway rehabilitation by full depth reclamation with cement treatment, asphalt paving, removal and reconstruction of sidewalk, curb, curb & gutter, drive approach, bus pad, local depression, and handicap ramps, installation of catch basin inlet filters, adjustment of utility covers to finish surface, installation of video detection system, installation of traffic signal detector loops, traffic striping, and signage, installation of irrigation and landscaping, and other items required by the plans and specifications. The contractor, R.J. Noble Company, has completed the improvements in accordance with the plans, specifications, and other contract documents.

FINANCIAL IMPACT

There is no financial impact to the General Fund. The subject projects were funded

through Gas Tax (Fund 061 and 075), Federal Grants (Fund 359), CIWMB (Fund 231), Measure "M" (Fund 421) and Measure "M2" (Fund 422) funds and were completed within the project budget and schedule. The retention payments will be released after recordation of the Notice of Completion.

RECOMMENDATION

It is recommended that the City Council:

- Accept Federal Project No. STPL-5328(076)/City Project No. 7277 – Knott Street Rehabilitation from Garden Grove Boulevard to Lampson Avenue and City Project No. 7228 – Valley View Street Rehabilitation from 22 west bound off-ramp to Tiffany Avenue as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Nick Hsieh, Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
NOTICE OF COMPLETION	3/13/2017	Cover Memo	201703131059.pdf

RECORDING REQUESTED BY

When Recorded Mail To:

City Clerk
City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842

NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN that the City of Garden Grove, Orange County, California, has caused a public improvement, to wit:

PROJECT NO. 7277

KNOTT STREET REHABILITATION FROM GARDEN GROVE BOULEVARD TO LAMPSON AVENUE, FEDERAL PROJECT NO. STPL-5328(076)

&

PROJECT NO. 7228

VALLEY VIEW STREET REHABILITATION FROM 22 W/B OFF-RAMP TO TIFFANY AVENUE

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with RJ Noble Company on the 14th day of June 2016, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 28th day of March, 2017 that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 7277

KNOTT STREET REHABILITATION FROM GARDEN GROVE BOULEVARD TO LAMPSON AVENUE, FEDERAL PROJECT NO. STPL-5328(076)

&

PROJECT NO. 7228

VALLEY VIEW STREET REHABILITATION FROM 22 W/B OFF-RAMP TO TIFFANY AVENUE

NAME OF SURETY on
Labor and Material Bond is:

WESTERN SURETY COMPANY

915 WILSHIRE BLVD, SUITE 1650

LOS ANGELES, CA 90015

Tel No. (866) 404-7926

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
City Manager of the City of Garden
Grove

ATTEST:

City Clerk of the City of Garden Grove

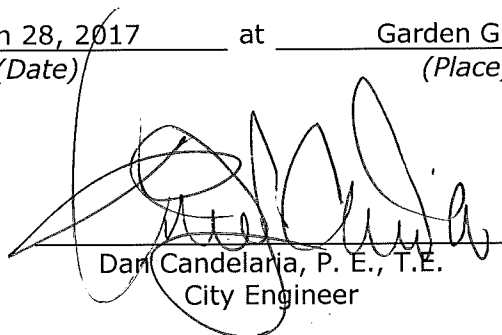
STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the City Engineer of the City of Garden Grove.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on March 28, 2017 at Garden Grove, California
(Date) (Place)


Dan Candelaria, P. E., T.E.
City Engineer

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Receive and file the minutes from the meetings held February 28, 2017, March 10, 2017, and March 14, 2017. *(Action Item)* Date: 3/28/2017

Attached are the minutes from the meetings held on February 28, 2017, March 10, 2017, and March 14, 2017, to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
February 28, 2017, minutes	3/23/2017	Backup Material	cc-min_02_28_2017.pdf
March 10, 2017, minutes	3/23/2017	Backup Material	cc-min_03_10_2017.pdf
March 14, 2017, minutes	3/23/2017	Backup Material	cc-min_03_14_2017.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, February 28, 2017

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE CLOSED SESSION

At 6:15 p.m., Mayor Jones convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (6) Mayor Jones, Council Members Beard,
O'Neill, T. Nguyen, Klopfenstein, K. Nguyen

ABSENT: (1) Council Member Bui absent at Roll Call but
joined the meeting at 6:18 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

CONVENE CLOSED SESSION

At 6:16 p.m., Mayor Jones announced that the City Council was going into Closed Session in the Founders Room to discuss the following matters:

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
Mackovski v. Garden Grove, USDC Case No. 8:11-cv-01538 CJC-AN

ADJOURN CLOSED SESSION

At 6:43 p.m., Mayor Jones adjourned the Closed Session.

CONVENE REGULAR MEETING

At 6:51 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

A three (3) year License Agreement between the City and SoCal Street Hockey, for the operation of the outdoor hockey rink at Chapman Sports Complex, be approved; and

The City Manager or his designee be authorized to sign the Agreement on behalf of the City; including making minor modifications as appropriate and necessary.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO CPAC, INC. FOR THE PURCHASE OF 180 HEWLETT PACKARD COMPUTERS INCLUDING THREE YEARS WARRANTY (F: 60.4)

It was moved by Council Member Bui, seconded by Council Member O'Neill that:

The Finance Director be authorized to issue a purchase order to CPAC, Inc. for the purchase of 180 new and unused Hewlett Packard Business Computers, including three year warranties, in the amount of \$121,021.43.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

CONSIDERATION AND APPROVAL OF A PROGRESS REPORT RELATED TO THE 2015-16 GRAND JURY REPORT, LIGHT RAIL: IS ORANGE COUNTY ON THE RIGHT TRACK? (F: 23.1)

It was moved by Council Member Bui, seconded by Council Member O'Neill that:

The progress report be approved and authorized to submit the progress report to the Orange County Grand Jury.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JANUARY 24, 2017
(F: Vault)

It was moved by Council Member Bui, seconded by Council Member O'Neill that:

The minutes from the Regular Meeting held on January 24, 2017, be received and filed.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

WARRANTS (F: 60.5)

It was moved by Council Member Bui, seconded by Council Member O'Neill that:

Payroll Warrants 180815 through 180883; Direct Deposits D307337 through DD308034; and Wires W2326 through W2329; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director; and

Regular Warrants 618775 through 619219; 619220 through 619827 and Wires W1793 through W1802 and W619219 through W619826; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

CONSIDERATION OF APPOINTMENTS TO THE ADMINISTRATIVE BOARD OF APPEALS (CONTINUED FROM THE FEBRUARY 14, 2017, MEETING) (F: 122.2C)

Mayor Jones announced that this item would be heard at the March 14, 2017, City Council meeting.

AWARD OF CONTRACT TO ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC., TO PROVIDE ON-CALL CIVIL ENGINEERING PLAN CHECKING AND CONSTRUCTION INSPECTION SERVICES (F: 55-Engineering Resources of Southern California, Inc.)

Following staff's presentation and City Council discussion:

It was moved by Council Member Bui, seconded by Mayor Jones that:

A contract be awarded to Engineering Resources of Southern California, Inc., to provide on-call civil engineering plan checking and construction inspection services, in the amount, not to exceed, \$600,000 for three years, with the option for two (2) additional two (2) year extensions;

The City Manager be authorized to execute the professional services agreement on behalf of the City and to make minor modifications as appropriate; and

The City Manager be authorized to enter into the extensions for two (2) additional two (2) year terms should a funding balance remain.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

DISCUSSION ON THE MAGNOLIA STREET MEDIAN TREES FROM TRASK AVENUE TO GARDEN GROVE BOULEVARD, AS REQUESTED BY CITY MANAGER STILES (F: 24.4)

Staff provided a PowerPoint presentation and report.

Council Member T. Nguyen commented on looking forward to the improvements to the median and asked if it will help mitigate flooding.

Staff stated yes, that the median improvements will help.

INFORMATIONAL REPORT ON RECREATIONAL, OVERSIZED, AND "FOR SALE" VEHICLE PARKING ON CITY STREETS, AS REQUESTED BY CITY COUNCIL (F: 46.5)

Staff provided a staff report and the City Attorney informed the City Council on the legal issues regarding "For Sale" vehicle parking.

Council Member Beard thanked the staff for providing the report noting that in his research he has found that most cities do have restrictions on RV parking, which indicates a concern all cities share related to visibility, safety, aesthetics, and property values. He stated that there is enough information provided to consider restricting RV's in residential areas on city streets, and that the issue of "For Sale" vehicles is separate from the RV and oversized vehicle parking.

City Attorney Sandoval stated that "For Sale" vehicles have a legal right to be parked on the street as long as they are registered with the Department of Motor Vehicles. It would be difficult to enforce a law against "For Sale" vehicles, as it would impede on the individual's rights to free speech; however, any parking regulations would apply whether or not a car is for sale.

Council Member K. Nguyen pointed out traffic visibility issues because of the ten to 15 cars regularly parked on Haster Avenue near Lampson Avenue that are "For Sale."

City Attorney Sandoval suggested that the 72 hour parking restriction could be reduced to 24 hours. He noted that the cities of Fullerton and Orange regulated parking through posted signs that eliminated the need for permit parking, and suggested the City red curb a portion of the street to address traffic visibility.

Council Member K. Nguyen stated that she has received complaints that individuals from the nearby apartment complex are essentially acting as car dealers using the public street next to the Haster Basin to park cars for sale.

Mayor Jones expressed concern that red curbing the street would reduce available parking from residents.

Council Member O'Neill suggested a limited online visitor permit application for RV parking.

Council Member T. Nguyen suggested posting signs for either 24 or 48 hour parking only. She stated that she supports prohibiting RV parking on residential streets, and asked about the impact to the City and whether parking enforcement would be handled by Code Enforcement or the Police Department.

City Manager Stiles noted that the impacts with any parking program would need to be considered and commented that having an RV permit program for people visiting relatives needs to be considered.

Police Chief Elgin noted that Street Sweeping citations are handled by Public Works, and 72 hour parking violations are handled by the Police Department. He indicated that the Police Department does not have the staffing to address a permit program; however, they would be able to handle enforcement of a parking program on a call by call basis.

Council Member Beard asked Chief Elgin whether it would be advisable to enforce a 24 or 48 hour limit.

Police Chief Elgin noted that people will often move their cars forward several feet to cover the chalk line so that when the Officer returns, the car appears to have

been moved. He commented that having a defined permit program could help in terms of enforcement.

Council Member Beard suggested the Traffic Commission make recommendations, as well as having community input. Also, that City staff, including the Police Department, develop a manageable program that is also fair to citizens.

Council Member Klopfenstein agreed that the Traffic Commission be used to review and report back to the City Council.

Council Member O'Neill asked that staff provide a report to the Traffic Commission, which includes the discussion by the City Council Members, and that the Traffic Commission return soon with their recommendations.

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

Council Member Bui noted that he had discussions with Council Member T. Nguyen regarding the display of the former Republic of Vietnam flag that was previously adopted by Resolution be listed for discussion and action at the next City Council meeting.

It was moved by Council Member Bui, seconded by Council Member T. Nguyen that:

A Resolution reaffirming the flag of the former Republic of Vietnam and opposing the display of the Socialist Republic of Vietnam flag on City property be listed on the next City Council agenda for discussion and action.

The motion carried by a 7-0 vote as follows:

Ayes:	(7)	Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones
Noes:	(0)	None

CLOSED SESSION REPORT

City Attorney Sandoval announced that there was no reportable action.

ADJOURNMENT

At 8:54 p.m., Mayor Jones adjourned the meeting in memory of Whittier Police Officer Keith Boyer and CHP Officer Lucas Chellew. The next City Council Meeting will be held on Tuesday, March 14, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Special Meeting

Friday, March 10, 2017

Sheraton Hotel, Emerald Room
12221 Harbor Boulevard, Garden Grove, California

CONVENE CITY COUNCIL MEETING

At 8:20 a.m., Mayor Jones convened the meeting.

<u>ROLL CALL</u>	PRESENT:	(6)	Mayor Jones, Council Members Beard, O'Neill, T. Nguyen, Klopfenstein, K. Nguyen
	ABSENT:	(1)	Council Member Bui absent at Roll Call, but joined the meeting at 9:22 a.m.

ORAL COMMUNICATIONS

Speakers: Josh McIntosh

Study Session (F: 10.9)

WELCOME AND MEETING WORKSHOP OVERVIEW

WARM-UP ACTIVITY FOR CITY COUNCIL MEMBERS AND CITY STAFF

DISCUSSION OF GOOD GOVERNANCE PRINCIPLES AND KEY ROLES OF CITY COUNCIL AND CITY MANAGER

DISCUSSION OF PEER BENCHMARKING RESULTS AND RELATED TRENDS

PRESENTATION OF BUDGET FORECAST AND HIGHLIGHTS

RECESS

At 12:00 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 1:00 p.m., Mayor Jones reconvened the meeting with all Council Members

present.

REVIEW OF KEY ACCOMPLISHMENTS AND ACTIVITIES FROM THE PREVIOUS YEAR

DISCUSSION OF FISCAL YEAR 2017-2018 PRIORITIES

No actions were taken on the Study Session matters. Any proposed actions for these matters will be brought back to a City Council Regular Meeting for official action.

ADJOURNMENT

At 3:02 p.m., Mayor Jones adjourned the meeting.

Teresa Pomeroy, CMC
City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, March 14, 2017

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE CLOSED SESSION

At 5:34 p.m., Mayor Jones convened the meeting in the Council Chamber.

<u>ROLL CALL</u>	PRESENT:	(4)	Mayor Jones, Council Members Beard, Klopfenstein, K. Nguyen
	ABSENT:	(3)	Council Member O'Neill absent at Roll Call but joined the meeting at 5:40 p.m. Council Member T. Nguyen absent at Roll Call but joined the meeting at 5:45 p.m. Council Member Bui absent at Roll Call but joined the meeting at 6:15 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

CONVENE CLOSED SESSION

At 5:36 p.m., Mayor Jones announced that the City Council was going into Closed Session in the Founders Room to discuss the following matters:

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1)

Sosa v. Garden Grove, Workers Compensation Appeal Board Case No. ADV8146770

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1)

City of Garden Grove v. On Deck Buds, et al., OCSD Case No. 30-2016-00864776

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1):

City of Garden Grove v. Kamran, et al., OCSD Case No. 30-2016-00864785

Conference with Legal Counsel – Anticipated Litigation

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):

Five potential cases

ADJOURN CLOSED SESSION

At 7:02 p.m., Mayor Jones adjourned the Closed Session.

CONVENE REGULAR MEETING

At 7:04 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

CLOSED SESSION REPORT

City Attorney Sandoval announced that the City Council authorized the City Attorney to commence four abatement cases.

COMMUNITY SPOTLIGHT: RECOGNITION OF THE OUTGOING CITY COMMISSIONERS FOR THEIR DEDICATED SERVICE TO THE CITY OF GARDEN GROVE (F: 52.3)(XR: 122.1)

COMMUNITY SPOTLIGHT: RECOGNITION OF THE WESTMINSTER SCHOOL DISTRICT SUPERINTENDENT DR. KIM-PHELPS AND BOARD MEMBER JAMISON POWER FOR THEIR WORK ON THE DISTRICT'S DUAL LANGUAGE IMMERSION PROGRAM (F: 52.3)

ORAL COMMUNICATIONS

Speakers: Josh McIntosh, Debra Ashby, Clay Bock, Rod Powell, Richard Sindt, Charles Mitchell

ADOPTION OF A RESOLUTION ESTABLISHING A CONVENIENCE FEE FOR CREDIT AND DEBIT CARD TRANSACTIONS (F: 60.1)

This item was heard later in the meeting.

CONSIDERATION OF A DONATION TO KIWANISLAND IN GARDEN GROVE (F: 87.1)

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

The television monitor, owned by the City of Garden Grove held as a surplus good with an approximate \$100.00 value, be donated to KiwanisLand in Garden Grove.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

APPROVAL OF THE APPROPRIATION AND ALLOCATION OF FISCAL YEAR 2017-2018
PROPOSITION 69 FUNDS FOR THE PURCHASE OF DNA EQUIPMENT (F: 82.1)
(XR: 61.3)

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

The appropriation of \$43,000 in Proposition 69 funds, be approved; and

That \$43,000 in Fiscal Year 2016-2017 Proposition 69 funds, be allocated for the purchase of a walk-in DNA freezer for the Police Department.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION DESIGNATING AUTHORIZED AGENTS TO SIGN
DOCUMENTS FOR FEDERAL ASSISTANCE AND REIMBURSEMENT (F: 61.1)
(XR: 61.3)

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

Resolution No. 9412-17, a Garden Grove City Council Resolution authorizing the Fire Chief, Emergency Services Coordinator, or Finance Director to execute for and on behalf of the City of Garden Grove any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-awarded through the State of California, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION INITIATING THE SPRING 2017 WEED/RUBBISH ABATEMENT PROGRAM (F: 113.1-Spring)

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

Resolution No. 9413-17, entitled A Resolution of the City Council of the City of Garden Grove declaring that a nuisance exists in connection with the existence of weeds, rubbish, and refuse on certain properties within the City of Garden Grove and authorizing the City Clerk to mail a written Notice of the nuisance(s) in accordance with the provisions of Government Code Section 39566 and 39567.1, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones
Noes: (0) None

CONSIDERATION AND APPROVAL OF A PROGRESS REPORT RELATED TO THE 2015-16 GRAND JURY REPORT, DRONES: KNOW BEFORE YOU FLY (F: 23.1)

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

The progress report on Drones: Know Before You Fly, be approved; and

Submittal of the report to the Orange County Grand Jury, be authorized.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON FEBRUARY 14, 2017
(F: Vault)

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

The minutes from the meeting held on February 14, 2017, be received and filed.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

WARRANTS (F: 60.5)

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

Payroll Warrants 180884 through 180924; Direct Deposits D308033 through DD308727; and Wires W2334 through W2337; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director; and

Regular Warrants 619828 through 620165; and Wires W1803 through W1817; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION ESTABLISHING A CONVENIENCE FEE FOR CREDIT AND DEBIT CARD TRANSACTIONS (F: 60.1)

Following staff presentation and City Council discussion, it was moved by Council Member O'Neill, seconded by Council Member Bui that:

Staff explore options for reducing the proposed convenience fee for credit and debit card transactions and the item be reconsidered at a future meeting.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

CONSIDERATION OF APPOINTMENTS TO THE ADMINISTRATIVE BOARD OF APPEALS (CONTINUED FROM THE FEBRUARY 14, 2017, AND FEBRUARY 28, 2017, MEETINGS) (F: 122.2C)

Mayor Jones announced that this item would be continued to the next City Council meeting.

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

ADOPTION OF A RESOLUTION REAFFIRMING PRIOR RECOGNITION OF THE FLAG OF THE FORMER REPUBLIC OF VIETNAM AND OPPOSING THE DISPLAY OF THE SOCIALIST REPUBLIC OF VIETNAM FLAG ON CITY PROPERTY (F: 94.1)

City Attorney Sandoval provided a report noting this item is a reaffirmation of previously adopted Resolution No. 8486-03, and also provides an opposition to the display of the Socialist Republic of Vietnam Flag on City property, and that the former Republic of Vietnam flag may be displayed on City owned property and at any City controlled or sponsored Vietnamese American event, subject to any permitting requirement.

Council Member Bui commented that this Resolution does not diminish the United States flag, but is symbolic of the struggle for freedom and democracy for the Vietnamese Americans. He commented on the visceral reaction to the communist flag from the majority of the Vietnamese community.

Council Member Beard stated that people can do what they want on private property, and for the sake of simplicity his preference is to only display the United States and State of California flags on public property.

Council Member O'Neill expressed support for the Resolution, as it is significant to the Vietnamese community.

Council Member T. Nguyen expressed loyalty to the United States; however, indicated that the former Republic of Vietnam flag's heritage is important to the Vietnamese community. She also commented on the civil strife lasting a significant number of days that was created by a shop owner who in 1999 had displayed the communist flag.

It was moved by Council Member O'Neill, seconded by Council Member Bui that:

Resolution No. 9414-17, entitled A Resolution of the City Council of the City of Garden Grove, reaffirming prior recognition of the flag of the former Republic of Vietnam as the official flag of the Vietnamese-American Community in Garden Grove and opposing the display of the flag of the Socialist Republic of Vietnam on City property, be adopted.

The motion carried by a 6-1 vote as follows:

Ayes:	(6)	O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones
Noes:	(1)	Beard

Council Member Beard wished everyone a Happy St. Patrick's Day.

Council Member O'Neill thanked the outgoing Planning Commissioners, and commented on the sad passing of Planning Commissioner Connie Margolin.

Council Member T. Nguyen thanked the outgoing Commissioners, and wished everyone a Happy St. Patrick's Day. She also thanked the Vietnamese media for attending tonight's meeting.

Council Member Klopfenstein reminded everyone that Garden Grove is a high risk area for mosquitoes and to be alert for standing water. She encouraged residents to contact Vector Control with questions or assistance.

Council Member Bui commented on the City Council retreat held Friday, March 10, 2017, and that he appreciates the collaboration and willingness of the City Council Members to work together.

Mayor Jones commented on the City Council retreat, expressing his appreciation for the City Council Members with a sole focus on City concerns, and for providing staff with their shared vision. He commented on a recent conference held in Sacramento he and City Manager Stiles attended that gave an opportunity to connect with local legislators, including spending some time with State Senator Janet Nguyen.

City Manager Stiles noted that the conference provided an opportunity to learn about upcoming legislation and impacts to local government, as well as the topics affecting the communities throughout the state. He thanked the City Council for their input and direction at the City Council retreat.

City Attorney Sandoval noted that applicants for the Bixby Apartment project that was scheduled as a Public Hearing for the March 28, 2017, meeting have withdrawn their application, and will be revising the project to be considered by the Planning Commission.

ADJOURNMENT

At 8:30 p.m., Mayor Jones adjourned the meeting. The next City Council Meeting will be held on Tuesday, March 28, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Approval of warrants. (Action Item)	Date:	3/28/2017

Attached are the warrants recommended for approval.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	3/23/2017	Cover Memo	CC_Warrants_3-28-17.pdf

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
610858	TRIEU, HONG QUANG C/O FOCUS PROPERTY SERVICES	REV & VOID	-871.00 *
612559	TRIEU, HONG QUANG C/O FOCUS PROPERTY SERVICES	REV & VOID	-960.00 *
613820	NGUYEN, THANH	REV & VOID	-3,836.00 *
617880	BOOTH, JAMES	REV & VOID	-691.00 *
618840	MAILFINANCE INC	REV & VOID	-1,519.30 *
618880	ADAMSON POLICE PRODUCTS	REV & VOID	-210.82 *
619220	15915 LA FORGE ST WHITTIER LLC	REV & VOID	-2,728.00 *
619557	NGUYEN, SON DINH	REV & VOID	-1,161.00 *
619566	NGUYEN, THANH-NHAN	REV & VOID	-1,611.00 *
619586	NGUYEN, THIEN THI	REV & VOID	-1,199.00 *
619595	NGUYEN, THANH-NGHIA	REV & VOID	-68.00 *
619596	NGUYEN, THANH-TUYEN	REV & VOID	-1,157.00 *
619705	TANG, KIM VAN	REV & VOID	-1,685.00 *
619791	VO, TIN TRUNG	REV & VOID	-807.00 *
619898	DESBIENS, RICHARD	REV & VOID	-357.94 *
620040	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TECH)	REV & VOID	-37,491.78 *
620061	GRAINGER	REV & VOID	-2,558.05 *

PAGE TOTAL FOR "*" LINES = -58,911.89

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620065	WEST COAST SAND & GRAVEL	REV & VOID	-3,076.89 *
620166	AT&T	TELEPHONE	4,464.08 *
620167	AT&T	TELEPHONE	176.09 *
620168	ANAHEIM, CITY OF	ELECTRICITY	150.42 *
620169	SPOK, INC.	TELEPHONES/BEEPERS	191.26 *
620170	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	640.78 *
620171	VOID WARRANT		
620172	SO CALIF EDISON CO	ELECTRICITY	32,580.16 *
620173	SO CALIF GAS CO	NATURAL GAS	7,890.63 *
620174	SPRINT	TELEPHONE	69.60 *
620175	VERIZON WIRELESS-LA	TELEPHONE/BEEPERS	15,051.44 *
620176	ABOVE THE TOP PARTY RENTALS & EVENT SERVICES INC	OTHER PROF SERV	423.50 *
620177	ALLIANT INSURANCE SERVICES INC	LEASE LIAB INS	29,596.44 *
620178	CHEVRON AND TEXACO CARD SERV	MV GAS/DIESEL FUEL	119.42 *
620179	ELGIN*, TODD D.	TRAVEL ADVANCE-P.D.	96.00 *
620180	FRANKS, JAMES D.	TRAVEL ADVANCE-P.D.	228.00 *
620181	FRANKS, JAMES D.	TRAVEL ADVANCE-P.D.	80.00 *
620182	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	390,481.02 *
620183	i.i. FUELS, INC	MV GAS/DIESEL FUEL	22,819.96 *
620184	R.J. NOBLE COMPANY	STREET CONSTR CONT	144,874.78 *
620185	REYES, RON	TRAVEL ADVANCE-P.D.	763.30 *
620186	REYNOLDS, MICHAEL	ACCOUNTS RECEIVABLE	2,256.62 *

PAGE TOTAL FOR "*" LINES = 649,876.61

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620187	S.C. YAMAMOTO, INC.	MAINT OF REAL PROP	9,684.21 *
620188	CARL WARREN & CO	SELF-INS ADMN	9,000.00 *
620189	CITY OF TUSTIN	DUES/MEMBERSHIPS	275.00 *
620190	ORANGE COUNTY REGISTER	ADVERTISING	875.00 *
620191	COSTAR GROUP, INC.	OTHER PROF SERV	431.35 *
620192	OPEN TEXT INC	MAINT-SERV CONTRACTS	943.80 *
620193	AMERICAN RIVER COLLEGE	TUITION/TRAINING	187.00 *
620194	ORANGE COUNTY REGISTER	ADVERTISING	11,960.00 *
620195	A-THRONE CO., INC.	OTHER RENTALS	31.68 *
620196	NEW TANGRAM, LLC	OTHER PROF SERV	11,213.07 *
620197	BANNER BANK ESCROW NO.1201	STREET CONSTR CONT	7,624.99 *
620198	RACHEL BULOSAN	OTHER PROF SERV	570.00 *
620199	AMERICAN INTERNET SERVICES, LLC	NETWORK COMMUNICT	669.56 *
620200	CORNERSTONE COMMUNICATIONS, INC.	COMMUNITY RELATIONS	4,000.00 *
620201	CALIFORNIA PEACE OFFICERS ASSOCIATION	TUITION/TRAINING	282.00 *
620202	BERESFORD, EVAN	TRAVEL ADVANCE	228.00 *
620203	CHAMBERS, NORONHA & KUBOTA AND ANTONIA SHED LAW OFFICES	ACCRUED LIAB CLAIMS	25,050.00 *
620204	OCHOA, LORI	EMPL COMPUTER PURCH	1,674.05 *
620205	CHUNG, JO ANNE	MED TRUST REIMB	971.88 *
620206	GARCIA, SYLVIA	MED TRUST REIMB	1,332.30 *
620207	HAENDIGES, ROBERT	MED TRUST REIMB	14.45 *

PAGE TOTAL FOR "*" LINES = 87,018.34

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620208	O'CADIZ-HERNANDEZ*, GABRIELA	MED TRUST REIMB	180.00 *
620209	PHI, THYANA	DEP CARE REIMB	646.15 *
620210	SANCHEZ, DAVID	MED TRUST REIMB	472.51 *
620211	SANTOS*, ALEXIS	MED TRUST REIMB	36.40 *
620212	SAUCEDO, DANA	MED TRUST REIMB	148.00 *
620213	SEGAWA*, SANDRA	MED TRUST REIMB	55.00 *
620214	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	63.00 *
620215	STAUFFER, BENJAMIN L.	MED TRUST REIMB	499.98 *
620216	VALDIVIA, CLAUDIA	MED TRUST REIMB	80.00 *
620217	M. GANNON ECKHARDT	MED TRUST REIMB	131.00 *
620218	JOHN MARQUEZ	MED TRUST REIMB	862.23 *
620219	TRIMBLE, EMILY	MED TRUST REIMB	160.00 *
620220	MC GOFF, JOHN	RENT SUBSIDY	1,061.00 *
620221	UNION BANK	BANK FEES-CRDT CD	-34.10
		TUITION/TRAINING	210.13
		FOOD	8.69
		OTHER PROF SUPPLIES	457.10
		HSHLD EQUIP/SUPPLIES	221.88
		OFFICE SUPPLIES/EXP	539.25
		SIGNS/FLAGS/BANNERS	184.78
			1,587.73 *
620222	UNION BANK	BANK FEES-CRDT CD	23.02
		OTHER CONF/MTG EXP	20.00
		DUES/MEMBERSHIPS	125.00
		REGISTRATION FEES	1,145.00
		OTHER MINOR TOOLS/EQ	861.16
			2,174.18 *
620223	UNION BANK	BANK FEES-CRDT CD	-0.10

PAGE TOTAL FOR "*" LINES = 8,157.18

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		LODGING	718.00
			717.90 *
620224	UNION BANK	BANK FEES-CRDT CD	-13.80
		MV GAS/DIESEL FUEL	316.58
			302.78 *
620225	UNION BANK	OFFICE SUPPLIES/EXP	2.99 *
620226	UNION BANK	FOOD	96.42 *
620227	UNION BANK	L/S/A TRANSPORTATION	369.40 *
620228	UNION BANK	TRUST FUND EXPEND	82.36
		OTHER RENTALS	-94.34
		BANK FEES-CRDT CD	-79.38
		FACT:RLTNSHP PRG	118.52
		FOOD	166.75
		OTHER FOOD ITEMS	138.52
		HSHLD EQUIP/SUPPLIES	75.16
		OTHER MINOR TOOLS/EQ	447.15
		SIGNS/FLAGS/BANNERS	23.50
			878.24 *
620229	UNION BANK	ADVERTISING	825.24
		BANK FEES-CRDT CD	-55.88
		TAXES/LICENSES	82.99
		FOOD SERV SUPPL	123.74
		OFFICE SUPPLIES/EXP	1.31
			977.40 *
620230	UNION BANK	POSTAGE	38.90
		NETWORKING SERVICES	587.14
		BANK FEES-CRDT CD	-51.70
		NETWORKING SUPPLIES	170.20
		SOFTWARE	79.98
		OFFICE SUPPLIES/EXP	119.96
		MINOR FURN/EQUIP	318.94
			1,263.42 *
620231	UNION BANK	BANK FEES-CRDT CD	-6.00
		FOOD	291.58
		OTHER PROF SUPPLIES	415.44

PAGE TOTAL FOR "*" LINES = 4,608.55

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		MINOR FURN/EQUIP	790.00
		PINS/MEMENTOS	211.00
			1,702.02 *
620232	UNION BANK	BANK FEES-CRDT CD	-19.66
		FOOD	89.64
		OTHER REC/CULT SUPP	140.39
			210.37 *
620233	UNION BANK	BANK FEES-CRDT CD	-13.43
		LODGING	1,032.78
		OTHER CONF/MTG EXP	746.06
		TUITION/TRAINING	848.00
			2,613.41 *
620234	UNION BANK	BANK FEES-CRDT CD	-19.49
		OTHER PROF SUPPLIES	869.50
		OFFICE SUPPLIES/EXP	185.51
			1,035.52 *
620235	UNION BANK	ADVERTISING	150.00
		BANK FEES-CRDT CD	-15.79
		TUITION/TRAINING	200.00
		FOOD	316.25
			650.46 *
620236	UNION BANK	BANK FEES-CRDT CD	-99.19
		TUITION/TRAINING	160.00
		FOOD	659.61
			720.42 *
620237	UNION BANK	POSTAGE	9.10
		BANK FEES-CRDT CD	-3.58
		DUES/MEMBERSHIPS	100.00
			105.52 *
620238	UNION BANK	TRUST FUND EXPEND	45.93
		BANK FEES-CRDT CD	-68.29
		FACT:RLTNSHP PRG	42.57
		FOOD	43.42
		FOOD SERV SUPPL	40.84
		BOTTLED WATER	13.05
		OTHER FOOD ITEMS	58.21

PAGE TOTAL FOR "*" LINES = 7,037.72

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		OTHER MINOR TOOLS/EQ	493.88
		OTHER REC/CULT SUPP	438.38
			1,107.99 *
620239	ADVANCED IMAGING STRATEGIES INC	OFFICE SUPPLIES/EXP	220.32 *
620240	COSTCO C/O CAPITAL ONE COMMERCIAL	FaCT:RLTNSHP PRG	89.33
		FOOD	460.48
		FOOD SERV SUPPL	41.35
		BOTTLED WATER	95.55
		OTHER FOOD ITEMS	239.55
		OFFICE SUPPLIES/EXP	60.50
		MINOR OFFICE FURN/EQ	427.21
		MINOR FURN/EQUIP	10.99
			1,424.96 *
620241	MAILFINANCE INC	AMT PROVIDED-FUT YR	-924.36
		STD-MAILFINANCE	0.00
		LTD-MAILFINANCE	924.36
		MAINT-SERV CONTRACTS	231.03
		INTEREST COSTS	251.40
		LONG TERM DEBT	924.36
		PROPERTY TAXES	109.02
			1,515.81 *
620242	i.i. FUELS, INC	MV GAS/DIESEL FUEL	20,253.55 *
620243	REYNOLDS, MICHAEL	ACCOUNTS RECEIVABLE	2,256.62 *
620244	SMART & FINAL	TRUST FUND EXPEND	41.86
		FaCT:EMRGY NEEDS	22.83
		FaCT:RLTNSHP PRG	66.93
		FOOD	243.59
		FOOD PREP UTENSILS	11.63
		BOTTLED WATER	12.68
		OTHER FOOD ITEMS	70.97
			470.49 *
620245	LT PROPERTIES	LAND/BLDG/ROOM RENT	15,406.50 *
620246	NGUOI VIET DAILY NEWS	ADVERTISING	340.00 *
620247	URIBE, JUANA	DEPOSIT REFUNDS	500.00

PAGE TOTAL FOR "*" LINES = 42,996.24

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		ROOM FEE REFUND	-57.00
		RECREATION REFUND	-50.00
			393.00 *
620248	GUITAR CENTER STORES, INC.	AUDIO/VISUAL SUPP	377.94 *
620249	PRINT MASTERS 85	ADVERTISING	1,846.80 *
620250	STATE OF CALIFORNIA SACRAMENTO	DEPOSIT REFUNDS	250.00 *
620251	BRADY *, NATHAN	MED TRUST REIMB	318.52 *
620252	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	1,139.80 *
620253	CHUNG, JANET	MED TRUST REIMB	300.04 *
620254	FRANCISCO, KATHERINE	MED TRUST REIMB	639.51 *
620255	LEE, GRACE	MED TRUST REIMB	90.00
		DEP CARE REIMB	192.30
			282.30 *
620256	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
620257	PHI, THYANA	DEP CARE REIMB	129.23 *
620258	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
620259	RUITENSCHILD, LES	DEP CARE REIMB	192.30 *
620260	TRAN, CUONG K	DEP CARE REIMB	700.00 *
620261	CO. OF ORANGE	WAGE ATTACHMENT	134.31 *
620262	YERGENSEN *, VICTOR	MED TRUST REIMB	1,371.32 *
620263	VALDIVIA, CLAUDIA	DEP CARE REIMB	176.90 *
620264	HODSON, AARON	DEP CARE REIMB	138.46 *
620265	CO. OF ORANGE	WAGE ATTACHMENT	276.92 *
620266	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	562.94 *

PAGE TOTAL FOR "*" LINES = 10,035.21

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620267	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37.50 *
620268	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
620269	SHANNON WAINWRIGHT	WAGE ATTACHMENT	831.00 *
620270	TANYA SAMOFF	MED TRUST REIMB	2,499.90 *
620271	PAYAN, CRISTINA	DEP CARE REIMB	92.31 *
620272	VO, KHANH MAI	RENT SUBSIDY	1,025.00 *
620273	NGUYEN, LAN-NGOC	RENT SUBSIDY	1,199.00 *
620274	NGUYEN, THANH-TUYEN	RENT SUBSIDY	1,157.00 *
620275	NGUYEN, THANH-NGHIA	RENT SUBSIDY	68.00 *
620276	NGUYEN, SON DINH	RENT SUBSIDY	1,161.00 *
620277	NGUYEN, THANH-NHAN	RENT SUBSIDY	1,611.00 *
620278	AEGEAN APARTMENTS C/O STERLING PROPERTY MGMT	RENT SUBSIDY	259.00 *
620279-620282	VOID WARRANTS		
620283	AT&T	TELEPHONE	20,077.70 *
620284	AT&T	TELEPHONE	73.92 *
620285	TIME WARNER CABLE	CABLE	7,665.78 *
620286	ACA COMPLIANCE SERVICES INC DBA CIMPLX COMPLIANCE SERVICES	OTHER PROF SERV	1,833.00 *
620287	ADMINSURE	SELF-INS ADMN	16,445.00 *
620288	AKM CONSULTING ENGINEERS	ENGINEERING SERVICES	2,519.00 *
620289	ABSOLUTE INTERNATIONAL SECURITY	OTHER PROF SERV	564.00 *
620290	ADAMSON POLICE PRODUCTS	MOTOR VEH PARTS	1,994.48 *
620291	ALAN'S LAWN AND GARDEN CENTER INC.	GREASE/LUBE OIL	40.73

PAGE TOTAL FOR "*" LINES = 61,243.59

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		MOTOR VEH PARTS	1,639.20
			1,679.93 *
620292	CITY OF ANAHEIM DIVISION OF COLLECTION	MAINT OF REAL PROP	210.00 *
620293	ANGELUS QUARRIES, INC.	PROJECT REAPPROP	151.92 *
620294	ANIMAL CARE EQUIPMENT & SVCS	CANINE EXPENSES	1,848.39 *
620295	AUTO PARTS DISTRIBUTOR	MOTOR VEH PARTS	4,043.32 *
620296	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,475.37 *
620297	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	502.97 *
620298	RUSSELL SIGLER INC.	HARDWARE	213.82 *
620299	CDW-GOVERNMENT INC	SOFTWARE	510.08 *
620300	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	10,250.83 *
620301	CAMERON WELDING SUPPLY	FaCT:PROGRAM EXP	18.36
		MOTOR VEH PARTS	146.17
		OTHER MAINT ITEMS	39.08
		ASPHALT PRODUCTS	94.09
			297.70 *
620302	CEMEX	AGGREGATES/MASONRY	690.30 *
620303	CHEM PRO LABORATORY, INC	MAINT-SERV CONTRACTS	360.00 *
620304	CIVILTEC ENGINEERING INC	ENGINEERING SERVICES	13,740.00 *
620305	SUPPLYWORKS	JANITORIAL SUPPLIES	222.05 *
620306	COMSERCO	COMMUNICATION EQ	1,697.60 *
620307	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	1,034.00 *
620308	CORA CONSTRUCTORS, INC.	WTR/SWR CONST CONTR	58,315.75 *
620309	WM CURBSIDE, LLC AT YOUR DOOR	OTHER PROF SERV	2,695.00 *

PAGE TOTAL FOR "*" LINES = 99,939.03

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620310	ENTERPRISE HOLDINGS, INC.	OTHER RENTALS	1,436.86 *
620311	EWING IRRIGATION PRODUCTS, INC.	OTHER AGR SUPPLIES	173.30
		PIPES/APPURTENANCES	599.40
		OTHER MAINT ITEMS	345.95
			1,118.65 *
620312	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	1,142.00 *
620313	FEDERAL EXPRESS CORP	DELIVERY SERVICES	95.17 *
620314	FORD OF ORANGE	MOTOR VEH PARTS	1,364.78 *
620315	FRYE SIGN CO	OTHER PROF SUPPLIES	120.00
		SAFETY EQ/SUPPLIES	51.50
			171.50 *
620316	GANAHL LUMBER COMPANY	WHSE INVENTORY	539.02 *
620317	GARDEN GROVE CHAMBER OF COMMERCE	ADVERTISING	300.00 *
620318	CITY OF GARDEN GROVE	WATER REFUND	39.90 *
620319	GARDEN GROVE UNIFIED SCHOOL DIST	LAND/BLDG/ROOM RENT	569.72 *
620320	GENERAL PUMP CO INC.	REPAIRS-FURN/MACH/EQ	159,344.74 *
620321	GOLDEN OFFICE TRAILERS INC	LAND/BLDG/ROOM RENT	862.00 *
620322	GRAFFITI PROTECTIVE COATINGS, INC.	TRAFFIC SIGNAL MAINT	51.24 *
620323	CHUNG*, NICOLE	MILEAGE REIMB	18.83 *
620324	HIGHERGROUND, INC.	13/14 SLESF	36,675.70
		14/15 SLESF	4,740.38
			41,416.08 *
620325	HILLCO FASTENER WAREHOUSE	HARDWARE	7.11 *
620326	HILL'S BROS LOCK & SAFE INC	MAINT-SERV CONTRACTS	144.00
		HARDWARE	210.03
			354.03 *

PAGE TOTAL FOR "*" LINES = 208,831.63

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620327	APPLE ONE EMPLOYMENT SVS ACCOUNTS RECEIVABLE	TEMP AIDE SERVICES	5,991.99 *
620328	INTERVAL HOUSE	OTHER PROF SERV	1,197.01 *
620329	BRUGGER, JOHN F dba J & K WELDING	OTHER MAINT ITEMS	975.00 *
620330	JIG CONSULTANTS	ENGINEERING SERVICES	8,293.73 *
620331	JAY'S CATERING	FOOD	261.21 *
620332	KILMER, WAGNER & WISE PAPER COMPANY, INC.	PAPER/ENVELOPES	237.56 *
620333	KLEINFELDER WEST, INC	ENGINEERING SERVICES	25,947.10 *
620334	L-3 COMMUNICATIONS MOBILE-VISION, INC	REPAIRS--FURN/MACH/EQ 15/16 SLESA	155.17 4,270.00 4,425.17 *
620335	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	2,210.16 *
620336	LEE*, JANY H.	MILEAGE REIMB	18.83 *
620337	LIFECOM SAFETY SERVICE & SUPPLY	MONITORED EQUIP	145.00 *
620338	LORRAINE MENDEZ & ASSOCIATES, LLC	OTHER PROF SERV	2,231.25 *
620339	LOS ALTOS TROPHY	AWARDS/TROPHIES	1,713.55 *
620340	MAMCO, INC.	WTR/SWR CONST CONTR	150,172.96 *
620341	RISK MANAGEMENT PROFESSIONALS, INC.	CONTRACTUAL SERV	258.75 *
620342	MERCHANTS BLDG MAINT LLC	MAINT OF REAL PROP TRASH/CLEANING SERV	23,866.00 268.00 24,134.00 *
620343	MICROCEPTION, INC.	MAINT-SERV CONTRACTS	3,330.00 *
620344	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	174.95 *
620345	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	101.83 *
620346	VOID WARRANT		

PAGE TOTAL FOR "*" LINES = 231,820.05

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620347	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	3,880.82 *
620348	NIAGARA PLUMBING	PIPES/APPURTENANCES	1,106.16 *
620349	NICKEY PETROLEUM CO., INC.	OTHER MINOR TOOLS/EQ	1,680.90 *
620350	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	MAINT-SERV CONTRACTS	11,891.12
		OTHER MAINT ITEMS	651.00
			12,542.12 *
620351	CITY OF ORANGE	TAXES/LICENSES	311.99 *
620352	ORANGE COUNTY NEWS	ADVERTISING	348.75 *
620353	ORANGE COUNTY PUMP CO	REPAIRS-FURN/MACH/EQ	1,904.40 *
620354	OVERLAND, PACIFIC & CUTLER INC.	RELOCATION SERVICES	9,078.75 *
620355	PETDATA, INC.	OTHER PROF SERV	3,249.70 *
620356	PACIFIC PLUMBING SPECIALTIES	PIPES/APPURTENANCES	1,272.66 *
620357	PENCO ENGINEERING, INC.	ENGINEERING SERVICES	15,405.00 *
620358	PETTY CASH-COMMUNITY SERV	HOLIDAY TOY DRIVE	36.94
		DONATE-BCYFC PARE	24.71
		POSTAGE	6.59
		OTHER RENTALS	2.50
		ADMN/ENTRANCE FEE	42.00
		FaCT:PROGRAM EXP	4.40
		FaCT:CAC EXP	14.99
		FaCT:RLTNSHP PRG	21.60
		FOOD	114.36
		FOOD SERV SUPPL	12.96
		OTHER FOOD ITEMS	126.36
		OFFICE SUPPLIES/EXP	43.95
		OTHER MINOR TOOLS/EQ	79.28
		OTHER REC/CULT SUPP	24.47
			555.11 *
620359	PIVOT INTERIORS, INC.	MINOR OFFICE FURN/EQ	2,757.80 *
620360	PRO-FORCE LAW ENFORCEMENT	UNIFORMS	565.63 *

PAGE TOTAL FOR "*" LINES = 54,659.79

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620361	RADI'S CUSTOM UPHOLSTERY	MOTOR VEH PARTS	1,690.82 *
620362	SHI INTERNATIONAL CORP	MAINT-SERV CONTRACTS	472.58
		SOFTWARE	895.41
		NETWORKING EQUIP	16,285.16
			17,653.15 *
620363	REDFLEX TRAFFIC SYSTEMS, INC.	OTHER PROF SERV	31,900.00 *
620364	REPORTING SYSTEMS INC DBA EMERGENCY REPORTING	SOFTWARE EQUIP	15,763.00 *
620365	THE ORANGE COUNTY REGISTER	BOOKS/SUBS/CASSETTES	127.62 *
620366	SIEMENS INDUSTRY, INC.	MAINT-SERV CONTRACTS	7,909.65 *
620367	ALEXANDER'S CONTRACT SERVICES, INC.	OTHER MAINT ITEMS	199.00 *
620368	NEWHOPE P & L, INC. DBA NEWHOPE PAINT & COATINGS	MOTOR VEHICLE MAINT	990.00 *
620369	AT&T GLOBAL SERVICES INC	TELEPHONE	1,301.67 *
620370	SCP DISTRIBUTORS, LLC	OTHER MAINT ITEMS	135.99 *
620371	SABP INC SABP REPROGRAPHICS	DUPLICATING	300.45 *
620372	SAXE-CLIFFORD, PH.D., SUSAN	MEDICAL SERVICES	750.00 *
620373	SCHAEFER, NICK	L/S/A TRANSPORTATION	7.75 *
620374	SHOETERIA	SAFETY EQ/SUPPLIES	240.00 *
620375	SIEMENS INDUSTRY, INC.	MAINT-SERV CONTRACTS	37,355.17 *
620376	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	155.94 *
620377	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	365.37 *
620378	SOUTH COAST A.Q.M.D	PERMITS/OTHER FEES	479.21 *
620379	SOUTH COAST EMERGENCY VEHICLE SERVICES	MOTOR VEH PARTS	1,449.27 *
620380	SOUTHERN CALIFORNIA GAS CO ML 711D	MAINT-SERV CONTRACTS	575.00 *

PAGE TOTAL FOR "*" LINES = 119,349.06

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620381	SPARKLETTS	OFFICE EQUIP RENTAL	91.93
		BOTTLED WATER	498.05
			589.98 *
620382	SPECTRUM GAS PRODUCTS, INC.	MEDICAL SUPPLIES	254.50 *
620383	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,706.33 *
620384	SUNBELT RENTALS	HEAVY EQUIP RENTAL	1,608.52 *
620385	TT TECHNOLOGIES, INC	WHSE INVENTORY	969.75 *
620386	THOMPSON DOOR & FRAME INC.	HARDWARE	382.51 *
620387	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	339.54
		GEN PURPOSE TOOLS	507.45
			846.99 *
620388	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	317.00 *
620389	TYCO INTEGRATED SECURITY LLC	MAINT-SERV CONTRACTS	536.42 *
620390	U.S. ARMOR CORP.	UNIFORMS	842.75 *
620391	UNIFIRST CORP	LAUNDRY SERVICES	1,826.31 *
620392	UNITED PARCEL SERVICE	DELIVERY SERVICES	88.26 *
620393	UNITED RENTALS NORTHWEST, INC	AGGREGATES/MASONRY	3,514.31 *
620394	UC REGENTS-UC IRVINE MED CTR OF CA	MEDICAL SUPPLIES	763.28 *
620395	VALLEY POWER SYSTEMS, INC.	MOTOR VEH PARTS	908.50
		OTHER MAINT ITEMS	44.98
			953.48 *
620396	VISION MARKING DEVICES	UNIFORMS	17.65 *
620397	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	6,207.88 *
620398	GRAINGER	WHSE INVENTORY	3,843.70
		OTHER CLOTHING ITEMS	96.53
		MOTOR VEH PARTS	77.27

PAGE TOTAL FOR "*" LINES = 21,425.92

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		GEN PURPOSE TOOLS	629.78
		OTHER MINOR TOOLS/EQ	12.18
			4,659.46 *
620399	GRAND VALLEY BANK-FRONTIER C/O WALLACE & ASSOC CONSULTING	ENGINEERING SERVICES	11,024.00 *
620400	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	344.55
		MAINT SUPP-TRAFF SIG	3,897.70
			4,242.25 *
620401	WATERLINE TECHNOLOGIES, INC.	MAINT-SERV CONTRACTS	725.00
		LABORATORY CHEMICALS	912.50
			1,637.50 *
620402	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	11,064.00 *
620403	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS	619.87
		PROJECT REAPPROP	4,051.47
			4,671.34 *
620404	WEST-LITE SUPPLY CO INC	WHSE INVENTORY	1,029.87 *
620405	FERGUSON ENTERPRISES, INC #1350	PIPES/APPURTENANCES	71.14 *
620406	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	1,439.00 *
620407	WESTERN OIL SPREADING SERVICES	ASPHALT PRODUCTS	615.95 *
620408	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	74,133.78 *
620409	GEORGE YARDLEY COMPANY	PIPES/APPURTENANCES	1,003.27 *
620410	YELLOW CAB OF GREATER OC	L/S/A TRANSPORTATION	99.00 *
620411	ZEP SALES & SERVICE	WHSE INVENTORY	304.18 *
620412	ZOLL MEDICAL CORP	MEDICAL SUPPLIES	335.38 *
620413	VALDIVIA, CLAUDIA	MILEAGE REIMB	66.45 *
620414	CALIFORNIA STAGE & LIGHTING	OTHER RENTALS	400.00 *
620415	FACTORY MOTOR PARTS CO	MOTOR VEH PARTS	1,000.61 *

PAGE TOTAL FOR "*" LINES = 117,797.18

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620416	PATRIOT 2000 INC PATRIOT DIAMOND, INC	MINOR FURN/EQUIP	962.00 *
620417	MONTROSE ENVIRONMENT CORP DBA SCEC	MAINT-SERV CONTRACTS	3,050.00 *
620418	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	806.05 *
620419	SOUTHERN CALIFORNIA EDISON	ELECTRICITY	556.71 *
620420	CAPPO INC.	DUES/MEMBERSHIPS	130.00 *
620421	MCFADDEN DALE INDUSTRIAL HARDWARE	HARDWARE	84.48 *
620422	ADVANTIDGE INC.	OFFICE SUPPLIES/EXP	318.26 *
620423	SOURCE GRAPHICS	REPRO SUPPLIES	210.55 *
620424	UNIQUE PAVING MATERIALS	ASPHALT PRODUCTS	1,568.84 *
620425	ASC MCCARTHY HALL-426	OTHER PROF SERV	225.00 *
620426	DIEMERT, RON	SAFETY EQ/SUPPLIES	46.01 *
620427	AMERON INTERNATIONAL	MAINT-SERV CONTRACTS	1,076.42 *
620428	AEG SOLUTIONS INC	OFFICE SUPPLIES/EXP	228.89 *
620429	TRAFFIC MANAGEMENT INC	UNIFORMS	1,484.26
		SAFETY EQUIP	859.31
		SAFETY EQ/SUPPLIES	523.13
		WIRE/METALS	536.60
		SIGNS/FLAGS/BANNERS	4,138.46
			7,541.76 *
620430	EMERGENCY MEDICAL SERVICES AUTH	TUITION/TRAINING	37.00 *
620431	O'REILLY AUTO PARTS	MOTOR VEH PARTS	2,247.46 *
620432	MAJOR LEAGUE SOFTBALL, INC.	OTHER PROF SERV	70.00 *
620433	BEST TINT	MOTOR VEHICLE MAINT	360.00 *
620434	IMPERIAL SPRINKLER SUPPLY INC	WHSE INVENTORY	1,081.21 *

PAGE TOTAL FOR "*" LINES = 20,600.64

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620435	FAIRVIEW FORD SALES, INC	MOTOR VEHICLE REPL	38,255.69 *
620436	LOS ANGELES FREIGHTLINER	REPAIRS-FURN/MACH/EQ	637.60 *
620437	VORTEX INDUSTRIES INC FILE 1095	OTHER BLD/EQ/ST SERV	290.00 *
620438	TRITON TECHNOLOGY SOLUTIONS INC	OTHER PROF SERV	876.94 *
620439	TIN LOCKSMITH INC	MOTOR VEH PARTS	60.00 *
620440	TRAN, TRUONG	DEPOSIT REFUNDS	200.00 *
620441	FIRFAROFF, MARY	DEPOSIT REFUNDS	200.00 *
620442	MATRIX IMAGING PRODUCTS, INC.	OTHER PROF SERV	2,302.06 *
620443	NARANJO, SHANA	DEPOSIT REFUNDS	100.00 *
620444	ECOLOGICAL FERTIGATION, INC.	MAINT-SERV CONTRACTS	1,155.00 *
620445	FG SOLUTIONS LLC	OTHER PROF SERV	2,178.00 *
620446	CHRISTOPHER OR TRACY FOREMAN	CITATION DIST	6.00 *
620447	LE, THIEN-THANH	DEPOSIT REFUNDS	200.00 *
620448	DEL ROSARIO, STEPHANIE	DEPOSIT REFUNDS	100.00 *
620449	HENKELS & MCCOY INC.	DEPOSIT REFUND	1,200.00
		WATER REFUND	-275.33
			924.67 *
620450	ANAHEIM FENCE CO.	PROJECT REAPPROP	4,340.00 *
620451	ALAWI, AFIFA	DEPOSIT REFUNDS	100.00 *
620452	DANILA, ADRIAN	DEPOSIT REFUNDS	100.00 *
620453	QUYNH-HUONG BUI	MISC REFUND	48.37 *
620454	BACA, DAVID	DEPOSIT REFUNDS	100.00 *
620455	LEMUS, FRANCISCO	DEPOSIT REFUNDS	100.00 *

PAGE TOTAL FOR "*" LINES = 52,274.33

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620456	SANDERS, ANGELA	DEPOSIT REFUNDS	100.00 *
620457	TERENCE TRUONG	DEPOSIT REFUNDS	100.00 *
620458	LINQUIST, KEITH	DEPOSIT REFUNDS	100.00 *
620459	KAWAMURA, LARRY	DEPOSIT REFUNDS	100.00 *
620460	HANDBERRY, ANNE	DEPOSIT REFUNDS	100.00 *
620461	TABAKO, SANDRA	DEPOSIT REFUNDS	100.00 *
620462	DINH, JAMES	OTHER REC/CULT SUPP	300.00 *
620463	SWANK MOTION PICTURES, INC.	TAXES/LICENSES	1,035.00 *
620464	BATTERY SYSTEMS INC.	MOTOR VEH PARTS	1,727.03 *
620465	OAKLEY CORP	UNIFORMS	1,716.76 *
620466	BOYS TOWN CALIFORNIA, INC.	OTHER PROF SERV	3,157.60 *
620467	TEAM OF ADVOCATES FOR SPECIAL KIDS	OTHER PROF SERV	637.61 *
620468	GREAT WOLF LODGE SOUTHERN CALIFORNIA	AUDIO/VISUAL SUPP	9,078.60 *
620469	SUPERCO SPECIALITY PRODUCTS	WHSE INVENTORY	780.11 *
620470	ERIC NORRDIN	OTHER MINOR TOOLS/EQ	128.25 *
620471	BECERRA, RUDY	SAFETY EQ/SUPPLIES	202.56 *
620472	ISERI, ALEXANDER	OTHER PROF SERV	1,473.00 *
620473	ROADLINE PRODUCTS INC. USA	MOTOR VEH PARTS	954.51 *
620474	DEPARTMENT OF JUSTICE	LIFESCAN FEE-DOJ	241.00 *
620475	SIGNARAMA	SIGNS/FLAGS/BANNERS	280.19 *
620476	STRICKLAND LUCY LONGO	CITATION DIST	51.00 *
620477	SHIN, EUNICE	DEPOSIT REFUNDS	100.00 *

PAGE TOTAL FOR "*" LINES = 22,463.22

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620478	STEPHANIE L. KLOPFENSTEIN	DEPOSIT REFUNDS	100.00 *
620479	SCHAFFER CONSULTING, INC.	OTHER PROF SERV	3,385.00 *
620480	COGSTONE RESOURCE MANAGEMENT INC.	OTHER PROF SERV	9,075.21 *
620481	IAFC	DUES/MEMBERSHIPS	762.00 *
620482	DAVID COOK	TUITION/TRAINING	450.00 *
620483	CHAMPION TROPHY CO. OF ORANGE COUNTY	AWARDS/TROPHIES	228.43 *
620484	JULIE CHO	DEPOSIT REFUNDS	100.00 *
620485	APCO INTERNATIONAL, INC.	DUES/MEMBERSHIPS	600.00 *
620486	WEST AMERICAN RUBBER COMPANY, LLC	GEN PURPOSE TOOLS	675.44 *
620487	SECURITY BASE.COM	MINOR FURN/EQUIP	1,143.60 *
620488	RUBBER-CAL, INC	GEN PURPOSE TOOLS	1,519.70 *
620489	MXA ASSOCIATES	FEE REFUND	2,260.25
		PLAN SCAN FEE DEP	35.00
		SITE PLAN REFUND	1,550.00
		PERMIT REFUND	2,100.00
		REFUND OF FEES	1,050.00
			6,995.25 *
620490	PROFESSIONAL CREDIT SERVICE - VANCOUVER	REFUND	207.00 *
620491	HASSELBLAND LUMBER SALES INC	HARDWARE	283.50 *
620492	FAIR HOUSING FOUNDATION	OTHER PROF SERV	3,010.99 *
620493	JAN BERGER	PERMITS/OTHER FEES	501.00 *
620494	SUPPLY SOLUTIONS	WHSE INVENTORY	1,921.56 *
620495	WEST COUNTY TIRE & AUTO INC.	WHSE INVENTORY	6,420.55 *
620496	TOPAZ ALARM CORP	OTHER PROF SERV	70.00 *

PAGE TOTAL FOR "*" LINES = 37,449.23

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620497	YO-FIRE SUPPLIES	WHSE INVENTORY	64.91
		OTHER MAINT ITEMS	2,427.44
			2,492.35 *
620498	ENVIRONMENTAL CRIMINOLOGY RESEARCH INC	MAINT-SERV CONTRACTS	1,800.00 *
620499	MSC INDUSTRIAL SUPPLY CO. INC.	OTHER MINOR TOOLS/EQ	73.53
		HARDWARE	136.15
			209.68 *
620500	KIDSGUIDE	ADVERTISING	970.00 *
620501	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	50.00 *
620502	EVARISTO VERA	SAFETY EQ/SUPPLIES	99.78 *
620503	O.C. FOUNTAIN CARE	OTHER PROF SERV	50.00 *
620504	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	MOTOR VEHICLE ADD	154,084.92 *
620505	CORELOGIC SOLUTIONS, LLC	SOFTWARE	394.50 *
620506	DOMINICK'S CARPET & FURNITURE CLEANING	ROOM FEE REFUND	95.00 *
620507	LPA, INC.	OTHER PROF SERV	4,148.50 *
620508-620509	VOID WARRANTS		
620510	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	23,588.33 *
620511	ANIMAL PEST MANAGEMENT SERVICES, INC	OTHER PROF SERV	500.00 *
620512	SLA CORPORATION	TELEPHONE	592.68 *
620513	CALIFORNIA FUELS & LUBRICANTS	TAX REBATE	43,761.07 *
620514	ZERO WASTE USA	OTHER MAINT ITEMS	640.04 *
620515	GREG WILLIAMS	TUITION REIMB	1,684.00 *
620516	INFOSEND, INC.	OTHER PROF SERV	150.00
		OTHER MAINT ITEMS	228.89
			378.89 *

PAGE TOTAL FOR "*" LINES = 235,539.74

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620517	PREMIUM QUALITY LIGHTING	ELECTRICAL SUPPLIES	1,888.19 *
620518	GOLDSTONE K-9, LLC	15/16 SLESA	21,500.00 *
620519	HADRONEX, INC. DBA SMARTCOVER SYSTEMS	NETWORKING SUPPLIES	400.00
		GEN PURPOSE TOOLS	240.00
			640.00 *
620520	AUTONATION FORD TUSTIN	REPAIRS-FURN/MACH/EQ	13,445.10 *
620521	EXTRA PACKAGING LLC	WHSE INVENTORY	1,041.09 *
620522	YI, CHRIS	DEPOSIT REFUNDS	100.00 *
620523	AAOC	DUES/MEMBERSHIPS	99.00 *
620524	USA BLUE BOOK	LABORATORY CHEMICALS	641.42 *
620525	STOMMEL INC DBA LEHR AUTO	MOTOR VEH PARTS	11,968.79 *
620526	PSI	MAINT-SERV CONTRACTS	60.34 *
620527	CA SHOPPING CART RETRIEVAL CORP	OTHER PROF SERV	2,083.00 *
620528	FAILSAFE TESTING	REPAIRS-FURN/MACH/EQ	1,171.00 *
620529	ORANGE COUNTY EMERGENCY PET CLINIC	OTHER PROF SERV	300.00 *
620530	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	TELEPHONE	9,261.60
		OTHER RENTALS	1,788.30
		FORENSIC SERV	38,874.67
			49,924.57 *
620531	UNIVERSAL CONCRETE BREAKERS	MAINT-SERV CONTRACTS	420.00 *
620532	NATIONAL CREDIT REPORTING	OTHER PROF SERV	92.65 *
620533	VIRAMONTES, JESSE	DUES/MEMBERSHIPS	260.00 *
620534	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	123.91 *
620535	FLEMING ENVIRONMENTAL INC.	MAINT-SERV CONTRACTS	631.91 *

PAGE TOTAL FOR "*" LINES = 106,390.97

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620536	TRAIN PARTY EXPRESS	OTHER PROF SERV	550.00 *
620537	CITY OF IRVINE	TUITION/TRAINING	60.00 *
620538	TRUGREEN LIMITED PARTNERSHIP	MAINT OF REAL PROP	3,600.00 *
620539	IRVINE PIPE & SUPPLY INC	OTHER MAINT ITEMS	141.80 *
620540	DOUG'S DOWNTOWN GRILL	FOOD	608.31 *
620541	TEAFORD, BRAD	WATER CLOSING BILL REFUND	47.87 *
620542	LAUMASIMA, YVONNE	WATER CLOSING BILL REFUND	44.23 *
620543	DAO, MAI	WATER CLOSING BILL REFUND	22.53 *
620544	COFFIELD, BROOKE & BRAVO, JUAN	WATER CLOSING BILL REFUND	44.75 *
620545	VU, SON	WATER CLOSING BILL REFUND	5.02 *
620546	OAK PROJECT MGMT	WATER CLOSING BILL REFUND	30.58 *
620547	NAMMINGA, BONNIE and FENG, GRACE	WATER CLOSING BILL REFUND	36.04 *
620548	LUONG, LANG and NGUYEN, KENNETH	WATER CLOSING BILL REFUND	359.61 *
620549	HUNTINGTON WEST PROPERTIES, INC	WATER CLOSING BILL REFUND	44.23 *
620550	PHAN THI, BACH TUYET	WATER CLOSING BILL REFUND	11.74 *
620551	NGUYEN, JENNIE	WATER CLOSING BILL REFUND	16.85 *
620552	PADILLA, JEFFERY	WATER CLOSING BILL REFUND	2.83 *
620553	PORTER, THAO & DANIEL	WATER CLOSING BILL REFUND	9.33 *
620554	DAM, YVONNE	WATER CLOSING BILL REFUND	9.85 *
620555	NGUYEN, HONG	WATER CLOSING BILL REFUND	46.05 *
620556	NGUYEN, LAN PHUONG T	WATER CLOSING BILL REFUND	43.32 *
620557	MCGUIRE, COREY	WATER CLOSING BILL REFUND	54.23 *

PAGE TOTAL FOR "*" LINES = 5,789.17

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620558	SAFEGUARD PROPERTIES	WATER CLOSING BILL REFUND	52.29 *
620559	ABOELFOTOUH, AHMED	WATER CLOSING BILL REFUND	27.60 *
620560	TRAN, TRI	WATER CLOSING BILL REFUND	12.77 *
620561	TRAN, TRUNG	WATER CLOSING BILL REFUND	40.15 *
620562	NATIONSTAR MORTGAGE	WATER CLOSING BILL REFUND	88.31 *
620563	KAYE, HARRY	WATER CLOSING BILL REFUND	49.03 *
620564	BRYAN INDUSTRIAL PROPERTIES	WATER CLOSING BILL REFUND	75.48 *
620565	BRYAN INDUSTRIAL PROPERTIES	WATER CLOSING BILL REFUND	52.09 *
620566	GGB PROPERTIES	WATER CLOSING BILL REFUND	61.36 *
620567	TRUONG, VAN	WATER CLOSING BILL REFUND	7.40 *
620568	TRAN, HIEU	WATER CLOSING BILL REFUND	45.49 *
620569	TRAN, ANNIE	WATER CLOSING BILL REFUND	39.17 *
620570	NELSON, GAIL	WATER CLOSING BILL REFUND	45.46 *
620571	CHAO, JAMES	WATER CLOSING BILL REFUND	43.21 *
620572	NGUYEN, MINH	WATER CLOSING BILL REFUND	41.84 *
620573	FUKUYAMA, HIDEHARU	WATER CLOSING BILL REFUND	28.15 *
620574	HUYNH, PHUONG	WATER CLOSING BILL REFUND	54.51 *
620575	LE, CHAU	WATER CLOSING BILL REFUND	81.56 *
620576	NGUYEN, DOUGLAS	WATER CLOSING BILL REFUND	65.08 *
620577	ARSLAN, ENES & CASSANDRA	WATER CLOSING BILL REFUND	6.66 *
620578	LUU, CUONG	WATER CLOSING BILL REFUND	26.61 *
620579	CHU, ROBERT	WATER CLOSING BILL REFUND	47.45 *

PAGE TOTAL FOR "*" LINES = 991.67

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620580	V&T TECHNOLOGY INC	WATER CLOSING BILL REFUND	55.79 *
620581	DINH, THAI	WATER CLOSING BILL REFUND	46.05 *
620582	CUEVAS, NOELIA	WATER CLOSING BILL REFUND	39.33 *
620583	CALI SHIRE CORPORATION	WATER CLOSING BILL REFUND	30.17 *
620584	ESTATE OF GREGORY GRAVIER & COOPMAN, VICKIE	WATER CLOSING BILL REFUND	134.21 *
620585	GUZMAN, JONATHON	WATER CLOSING BILL REFUND	42.80 *
620586	CITY OF GARDEN GROVE ATTN:CARLOS MARQUEZ	WATER CLOSING BILL REFUND	16.17 *
620587	BEC, ALYSSA	WATER CLOSING BILL REFUND	7.66 *
620588	TANG, DUNG	WATER CLOSING BILL REFUND	30.58 *
620589	NGUYEN, THANH	WATER CLOSING BILL REFUND	42.21 *
620590	NGUYEN, CHAU N	WATER CLOSING BILL REFUND	174.98 *
620591	NGUYEN, TRANG THI	WATER CLOSING BILL REFUND	9.20 *
620592	HERITAGE HOMES, LLC	WATER CLOSING BILL REFUND	135.00 *
620593	NGUYEN, BOYCE JR	UNCLM PROPERTY REFUND	1,498.00 *
W1818	DELTA DENTAL OF CALIFORNIA	SELF-INS ADMN	2,855.45 *
W1819	DELTA DENTAL OF CALIFORNIA	SELF-INS CLAIMS	28,391.10 *
W1820	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	970,059.27 *
W1821	UNION BANK-COMM CUSTOMER SERV UNIT, GOVT ACCOUNTS	BANK FEES	2,826.49 *
W1822	AGENCY WIRE		
W1823	AGENCY WIRE		

PAGE TOTAL FOR "*" LINES = 1,006,394.46


WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/28/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W1824	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	4,270.79 *

PAGE TOTAL FOR "*" LINES = 4,270.79

FINAL TOTAL 3,158,048.43 *

DEMANDS #620166 - 620593 AND WIRES W1818 - W1824 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MARCH 28, 2017, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


KINGSLEY C. OKEREKE - FINANCE DIRECTOR

180925	JOHN R O'NEILL	206.35	180926	RONNIE D ECHAVARRIA	3623.56
180927	JEFFREY C NIGHTENGAL	1014.56	180928	BRYAN GONZALEZ	267.21
180929	CAROL E BECKLES	50.00	180930	STEPHANIE L KLOPFENSTEIN	279.18
180931	MICHAEL J MC CLELLAN	2396.22	180932	JUDITH A MOORE	1844.55
180933	DIANE BELAIR	1526.42	180934	AMANDA M POLLOCK	1178.89
180935	JO ANNE M CHUNG	2158.94	180936	TIMOTHY E THRONE	437.79
180937	THOMAS E BUTTERS	2635.75	180938	BRENDA L LAI	223.11
180939	CHRIS M VERES	3294.10	180940	ERIC M ESPINOZA	627.37
180941	ROBERT R MOUNGEY	290.87	180942	MICHAEL F ROCHA	1833.95
180943	KEVIN L RAY	625.64	180944	ADRIANNA M RODRIGUEZ	668.50
180945	JAVIER RODRIGUEZ	891.54	180946	DANIEL C MOSS	1327.17
180947	YUKIYOSHI NAKAGAWA	1396.23	180948	SANTIAGO TRISTAN JR	629.85
180949	SOUHELIA K GOUNTOUMA	1489.26	180950	ANA E PULIDO	3202.76
180951	STEPHANIE AMBRIZ	260.58	180952	VALERIA J BARON	229.65
180953	DEANNA M CHUMACERO	1109.83	180954	STEVEN E GOMEZ	413.75
180955	JOHN C KONRAD	108.17	180956	PHILIP J SEYMOUR	268.61
180957	BREANA C VARGAS	19.67	180958	ADAM C NIKOLIC	2588.31
180959	JOSHUA D BRANNON	2074.73	180960	KRISTOFER D KELLEY	2246.50
180961	ISAAC DAVILA	420.31	180962	JULIAN TAPIA	344.21
180963	RANDY L TUCKER	1299.09	180964	JOAN M CEPLIUS	872.33
180965	CAL J RIETZEL	5699.87	180966	O.C.E.A. GENERAL	2437.56
180967	O.C.E.A.	1159.87	180968	COMMUNITY HEALTH CHARITI	50.00
180969	GARDEN GROVE POLICE ASSO	1480.00	D308727	KRIS C BEARD	355.42
D308728	PHAT T BUI	1.57	D308729	STEVEN R JONES	256.18
D308730	DIEDRE THU HA NGUYEN	326.88	D308731	KIM B NGUYEN	323.86
D308732	JOHN R O'NEILL	354.17	D308733	PAMELA M HADDAD	1279.39
D308734	SHAWN S PARK	1959.14	D308735	SCOTT C STILES	6243.43
D308736	MARIA A STIPE	4848.98	D308737	MEENA YOO	1860.68
D308738	DENISE KEHN	1955.56	D308739	MARITZA PIZARRO	1750.65
D308740	TERESA L POMEROY	2674.46	D308741	LIZABETH C VASQUEZ	1651.11
D308742	SHAUNA J CARRENO	1883.50	D308743	TERESA G CASEY	1258.71
D308744	VIRGINIA DELGADO	1439.40	D308745	DANNY HUYNH	3185.02
D308746	VILMA C KLOESS	1735.49	D308747	IVY LE	1748.04
D308748	TAMMY LE	2459.23	D308749	LINDA MIDDENDORF	2415.67
D308750	ROSALINDA MOORE	1231.42	D308751	MARIA A NAVARRO	2101.47
D308752	PHUONG VIEN T NGUYEN	2360.64	D308753	QUANG NGUYEN	2229.91
D308754	TINA T NGUYEN	1956.45	D308755	THYANA T PHI	2105.58
D308756	MARIA RAMOS	1986.18	D308757	TANYA L TO	1571.30
D308758	CUONG K TRAN	1941.38	D308759	ELAINE TRUONG	1271.28
D308760	THANH-NGUYEN VO	1619.73	D308761	SYLVIA GARCIA	1929.35
D308762	KINGSLEY C OKEREKE	4959.19	D308763	ANN CAO EIFERT	2336.12
D308764	HEIDI M JANZ	2073.00	D308765	CHRISTI C MENDOZA	515.71
D308766	DEBORAH A POWELL	1511.26	D308767	MARGARITA A ABOLA	1692.00
D308768	ELLIS EUN ROK CHANG	2605.64	D308769	JANET J CHUNG	1851.05
D308770	CLAUDIA FLORES	3019.31	D308771	RHONDA C KAWELL	2332.66
D308772	ROBERT W MAY	1276.24	D308773	SHAWNA A McDONOUGH	1462.58
D308774	THERESA T NGUYEN	1155.57	D308775	ALEXANDER TRINIDAD	2290.33
D308776	LIGIA ANDRET	1300.02	D308777	ARIANA B BAUTISTA	1491.31

**** PAGE TOTAL = 153346.03

D308778	KAREN J BROWN	714.54	D308779	CHERYLE LYNN EICHEL	94.52
D308780	SUE J GULLEY	223.72	D308781	JEFF N KURAMOTO	2079.09
D308782	CHELSEA E LUKAS	1446.24	D308783	EDWARD E MARVIN JR	1611.37
D308784	ANGELA M MENDEZ	1611.52	D308785	MONICA A NEELY	3865.57
D308786	JENNIFER L PETERSON	1689.04	D308787	ANH PHAM	1416.32
D308788	EVA RAMIREZ	1421.05	D308789	JAIME F CHAVEZ	1368.73
D308790	GARY F HERNANDEZ	1532.53	D308791	NEAL M MANALANSAN	1349.70
D308792	SANDRA E SEGAWA	3038.58	D308793	ALANA R CHENG	2528.58
D308794	LISA L KIM	3710.08	D308795	JAYME K AHLO	2203.28
D308796	SAEED R AMIRAZIZI	3315.97	D308797	MICHAEL G AUSTIN	2343.76
D308798	TODD C HARTWIG	2167.04	D308799	AARON J HODSON	1879.34
D308800	JERROLD R HOLSTEIN	953.42	D308801	DONALD E LUCAS	2513.70
D308802	DANIEL A WINDHAM	2324.98	D308803	ISABELLA C ZANDVLIET	1860.82
D308804	CHRISTOPHER CHUNG	2292.15	D308805	PAUL GUERRERO	2346.80
D308806	HUONG Q LY	453.01	D308807	LEE W MARINO	3346.40
D308808	MARIA L MEDRANO	1860.17	D308809	MARIA C PARRA	2260.09
D308810	ERIN WEBB	2716.58	D308811	GREG BLODGETT	2513.73
D308812	MONICA COVARRUBIAS	2391.87	D308813	GRACE E LEE	2186.27
D308814	AMEENAH ABU-HAMDIYYAH	1677.82	D308815	JULIE A ASHLEIGH	1731.83
D308816	RITA M CRAMER	1889.99	D308817	RALPH V HERNANDEZ	2012.45
D308818	JIMMY NGUYEN	1710.39	D308819	ROY N ROBBINS	2597.10
D308820	NIDA R WATKINS	2389.27	D308821	ALLISON D WILSON	1827.60
D308822	MICHAEL C BOS	2133.50	D308823	DANIEL J CANDELARIA	4000.23
D308824	KAMYAR DIBAJ	427.29	D308825	NICOLAS C HSIEH	3019.91
D308826	ROSEMARIE JACOT	1895.23	D308827	NAVIN B MARU	3180.22
D308828	MICHAEL F SANTOS	2512.70	D308829	MARK P UPHUS	3082.03
D308830	JOSE A VASQUEZ	2196.44	D308831	ANA G VERGARA NEAL	2072.72
D308832	DAI C VU	3351.88	D308833	KHANG L VU	2283.56
D308834	JOSHUA J ARIONUS	1708.39	D308835	JAN BERGER	1787.53
D308836	ROBERT P BERMUDEZ	3190.33	D308837	TIM P CANNON	2596.58
D308838	MYUNG J CHUN	2874.25	D308839	CARINA M DAN	242.19
D308840	RYAN H DAVIS	416.04	D308841	RONALD W DIEMERT	1745.00
D308842	CHRIS N ESCOBAR	2164.18	D308843	JASON A FERTAL	1535.60
D308844	ALEJANDRO GONZALEZ	1949.58	D308845	MICHAEL J GRAY	1007.70
D308846	LARRY GRIFFIN	2278.03	D308847	ROBERT ALAN HAENDIGES	1852.15
D308848	RYAN S HART	1423.67	D308849	ROBERT M HIGGINBOTHAM	1166.54
D308850	EDWARD A HUY	1940.94	D308851	VIDAL JIMENEZ	1632.79
D308852	SAMUEL K KIM	3595.69	D308853	SHAN L LEWIS	1586.25
D308854	REBECCA PIK KWAN LI	2954.59	D308855	SCOTT T LOWE	2536.86
D308856	DAVID MA'AE	3038.46	D308857	TYLER MEISLAHN	1630.66
D308858	JESSE K MONTGOMERY	1878.27	D308859	STEVEN J MOYA JR	1764.07
D308860	BASIL G MURAD	2897.10	D308861	KIRK L NATLAND	574.35
D308862	CORNELIU NICOLAE	2310.38	D308863	ANDREW I ORNELAS	1447.68
D308864	DAVID A ORTEGA	2291.17	D308865	CELESTINO J PASILLAS	2346.55
D308866	WILLIAM F PEARSON	1993.79	D308867	LES A RUITENSCHILD	3418.15
D308868	JONATHAN RUIZ	1873.03	D308869	MODESTO R SALDANA	1758.69
D308870	ALEXIS SANTOS	1348.31	D308871	ADRIAN M SARMIENTO	3100.85
D308872	ALBERT TALAMANTES JR	661.07	D308873	MINH K TRAN	1854.84

**** PAGE TOTAL = 195995.02

D308874	ALEJANDRO VALENZUELA JR	1035.17	D308875	ALEJANDRO N VALENZUELA	1504.45
D308876	KATHLEEN N VICTORIA	754.39	D308877	RONALD J WOLLAND	1442.38
D308878	VICTOR K YERGENSEN	1676.28	D308879	ALICE K FREGOSO	1651.89
D308880	RAQUEL K MANSON	2331.29	D308881	CAROLYN E MELANSON	1611.73
D308882	WILLIAM E MURRAY JR	5856.93	D308883	EMILY H TRIMBLE	1411.42
D308884	ALFRED J AGUIRRE	2420.87	D308885	ANTHONY U AGUIRRE	443.91
D308886	RODOLPHO M BECERRA	1628.83	D308887	HELEN L CAMDEN	573.52
D308888	EDGAR A CANO	685.00	D308889	ALBERT J CARRISOZA	1587.96
D308890	MARRAY R CHAPMAN	560.99	D308891	GABRIELA R CONTRERAS	1825.61
D308892	JULIE T COTTON	824.58	D308893	VINCENT L DE LA ROSA	1853.21
D308894	HECTOR M ESPINOZA	1461.14	D308895	ROBERT J FRANCO	634.47
D308896	MAURICIO S GARCIA	2138.50	D308897	GLORIA GAW	1876.42
D308898	RICHARD R GOSSELIN	2991.87	D308899	HERMILO HERNANDEZ	1355.17
D308900	DARNELL D JERRY	650.27	D308901	KEANU M KALOLO	1439.26
D308902	BRENT KAYLOR	2459.78	D308903	BEN A KOSKY	1476.65
D308904	MARK W LADNEY	2072.33	D308905	RAUL LEYVA	3053.00
D308906	ANTONIO R MARTIN	2057.21	D308907	ROBERT P MCLOGAN	517.78
D308908	RIGOBERTO MENDEZ	1793.92	D308909	JON A MIHAILA	516.55
D308910	STEVEN T ORTIZ	1993.97	D308911	RICHARD L PINKSTON	1612.02
D308912	BRADLEY J POINDEXTER	701.96	D308913	STEVE J TAUANU'U	1894.44
D308914	SUSAN VITALI	931.76	D308915	STEPHANIE A WASINGER	628.00
D308916	JEFFREY G CANTRELL	1798.76	D308917	THOMAS C COUNTS	8.93
D308918	JAMES CUNNINGHAM	2078.47	D308919	EARNEST L DOMINGUEZ	759.62
D308920	JULIA ESPINOZA	1093.10	D308921	ALBERT R EURS II	1957.68
D308922	CECELIA A FERNANDEZ	1068.13	D308923	CONRAD A FERNANDEZ	860.26
D308924	JORGE GONZALEZ	1017.79	D308925	MICHAEL R GREENE	1730.35
D308926	RONALD D GUSMAN	799.79	D308927	GLORIA A HARO	1101.34
D308928	ERIC W JOHNSON	900.77	D308929	URIEL MACIAS	790.01
D308930	LUIS Y MENDOZA AGUILAR	883.84	D308931	KHUONG NGUYEN	1083.03
D308932	VIRGINIA NICHOLS	810.90	D308933	ALEJANDRO ORNELAS	912.15
D308934	WILLIAM R PICKRELL	2286.23	D308935	CHRISTOPHER L RELEFORD	1232.18
D308936	DELFRAO C REYES	1083.03	D308937	RAFAEL ROBLES	1065.91
D308938	SABRYNA R RUIZ	332.31	D308939	RODERICK THURMAN	1465.20
D308940	EVARISTO VERA	1501.83	D308941	RICHARD L WILLIAMS	1546.56
D308942	ANSELMO AGUIRRE	1719.07	D308943	CHRISTOPHER L ALLEN	1659.10
D308944	PHILLIP J CARTER	2180.46	D308945	RICK L DUVALL	2389.59
D308946	AARON R HANSEN	1105.27	D308947	PATRICIA CLAIR HAYES	2118.70
D308948	HUY HOA HUYNH	665.45	D308949	BRYAN D KWIATKOWSKI	1310.00
D308950	BRANDON S NUNES	505.47	D308951	CHRISTOPHER B PRUDHOMME	332.90
D308952	ROLANDO QUIROZ	1461.68	D308953	TODD R REED	2157.10
D308954	ESTEBAN H RODRIGUEZ	585.70	D308955	RONALD E SANDIFORTH	1905.71
D308956	LUIS A TAPIA	3062.60	D308957	MICHAEL W THOMPSON	2500.41
D308958	WILLIAM J WHITE	1865.82	D308959	JEREMY J GLENN	444.12
D308960	JESSE GUZMAN	2190.25	D308961	BRETT A MEISLAHN	1651.44
D308962	MARK E MONSON	2107.38	D308963	STEPHEN D SUDDUTH	1382.00
D308964	TIMOTHY WALLINGFORD	3700.27	D308965	HILLARD J WILLIAMS	1085.36
D308966	ALBERT J HOLMON III	3148.20	D308967	ALLEN L SERNA	2170.17
D308968	VICTOR T BLAS	1965.92	D308969	FRANK X DE LA ROSA	1754.93

**** PAGE TOTAL = 145230.12

D308970	ERVIN DUBRUL	3479.85	D308971	JOSE GOMEZ	2143.75
D308972	BRENT W HAYES	3122.10	D308973	FRANK D HOWENSTEIN	2116.79
D308974	ALLEN G KIRZHNER	2977.77	D308975	KEON DONTRAY NELSON	1793.75
D308976	STEPHEN PORRAS	2275.36	D308977	JESSE VIRAMONTES	1330.16
D308978	JOHN ZAVALA	2027.61	D308979	VERONICA AVILA	421.23
D308980	JEFFREY P DAVIS	2012.42	D308981	BRITTANI L JOHNSON	587.16
D308982	NOELLE N KIM	1547.13	D308983	MISSY M MENDOZA	438.78
D308984	MARIE L MORAN	2242.51	D308985	KRISTY H THAI	1999.97
D308986	EDWARD D AMBRIZ GARCIA	649.93	D308987	GABRIELLA E BALANDRAN	225.23
D308988	JOSUE BARREIRO MENDOZA	431.29	D308989	NICHOLAS J BARRETT	80.85
D308990	ALEXIS R BAUTISTA-MOYANO	185.49	D308991	DYLAN J BOGGAN	142.58
D308992	ALEJANDRA CAMARENA	313.58	D308993	RACHEL M CAMARENA	1775.19
D308994	RENE CAMARENA	1636.87	D308995	MARTI CARROLL	996.97
D308996	VICTORIA M CASILLAS	1635.65	D308997	CYNTHIA A CHEW	1698.85
D308998	GISELL L CRUZ	576.34	D308999	KENNETH E CUMMINGS	681.98
D309000	KEVIN J CUMMINGS	363.84	D309001	JEANETTE A DEMENECES	369.20
D309002	GRISELL V EVERASTICO	304.84	D309003	JARED D GARCIA	88.31
D309004	VANESSA L GARCIA	278.24	D309005	JACOB R GRANT	1756.09
D309006	KIMBERLY K HOLER	550.16	D309007	CAROLINA HONSTAIN	468.91
D309008	KELLY L HOWENSTEIN	418.00	D309009	KIMBERLY HUY	4206.47
D309010	ANA C IZQUIERDO	431.43	D309011	MARITZA JIMENEZ	181.91
D309012	ANDREW M LEWIS	204.63	D309013	MARK ANTHONY LOPEZ	145.73
D309014	JOHNNY LUNA	350.39	D309015	ELAINE M MA'AE	2388.63
D309016	DEVANNA S MAAE	97.14	D309017	JESUS MEDINA	1606.43
D309018	JUAN MEDINA	7600.72	D309019	NICHOLAS M MEDINA	517.62
D309020	MONSERRAT MENDOZA ALVARE	255.92	D309021	JOHN A MONTANCHEZ	3046.31
D309022	BRIANNA M MOORE	1052.95	D309023	KIRSTEN K NAKAISHI	157.33
D309024	GINA D NECCO	432.61	D309025	JACOB J NEELY	376.89
D309026	NOEL N NICHOLAS	870.08	D309027	JENNIFER GODDARD NYE	2262.90
D309028	GABRIELA O'CADIZ-HERNAND	2362.54	D309029	LORI OCHOA	1703.49
D309030	CHRISTIAN PANGAN	602.71	D309031	JANET E PELAYO	2593.66
D309032	JENAVIE QUINTERO	91.45	D309033	SUGEIRY REYNOSO	2254.59
D309034	PAIGE L ROBINSON	385.12	D309035	MARINA Y ROMERO	1563.72
D309036	MONICA K ROMO	200.90	D309037	RICARDO SALDIVAR	467.38
D309038	LARISSA E SANTOS	119.22	D309039	DANA MARIE SAUCEDO	1930.43
D309040	EMERON J SCHLUMPBERGER	878.41	D309041	KRISTOF A SIERRA	435.38
D309042	MIRANDA M TORRES	132.48	D309043	KENNETH P TRAVIS III	295.00
D309044	CLAUDIA VALDIVIA	2596.53	D309045	JEFFREY VAN SICKLE	1895.83
D309046	GABRIELA VARELA	563.53	D309047	JOSEFINA L VELAZQUEZ	349.77
D309048	DAISY O VENCES	352.36	D309049	JOSHUA VENCES	346.83
D309050	PAUL E VICTORIA	1134.93	D309051	DAVID M WILMES	161.81
D309052	LUCIA MEDINA-WHITTAKER	601.90	D309053	MILLIE MEROLA	644.92
D309054	SVETLANA MOURE	787.43	D309055	THOMAS R SCHULTZ	2476.47
D309056	RANDY ABRAHAMSON	6106.96	D309057	ALBERTO ACOSTA	5064.94
D309058	ANTHONY R ACOSTA	2853.02	D309059	JOHN D BARANGER III	3695.64
D309060	LUCAS B BAUER	3826.05	D309061	BRADLEY D BELL	3442.05
D309062	JERRY R BRENEMAN	2351.16	D309063	GUY BROWN	2296.52
D309064	JOSE J CAMBEROS	3116.55	D309065	DANIEL L CLEARWATER	4050.39

**** PAGE TOTAL = 137062.89

D309066	YVES G CLERMONT	2403.25	D309067	JOE W CRAWFORD	4138.00
D309068	TIMOTHY A CRAWFORD	3850.03	D309069	JUSTIN D DOYLE	2504.83
D309070	MICHAEL G ECKHARDT JR	3700.80	D309071	DAVID W EDNOFF	4961.31
D309072	STEVE P FELLNER	3425.62	D309073	JAMES L GABBARD	4462.77
D309074	DREW R GARCIA	2562.25	D309075	JEFF W HANNA	2936.62
D309076	MATTHEW R HENSHAW	2739.59	D309077	MICHAEL L JACOBS	2430.62
D309078	WILLIAM R JAEGER	1657.11	D309079	SCOTT A KUHLMAN	4281.06
D309080	NICHOLAS A LERARIO	1808.01	D309081	COREY L LINDSAY	1269.27
D309082	NORMAN M LOVELY	3586.51	D309083	JOHN M MARQUEZ JR	2469.54
D309084	CHEYNE C MAULE	3687.27	D309085	TERRY A MCGOVERN JR	3624.40
D309086	SHANE D MELLEME	647.14	D309087	TRAVIS M MELLEME	2103.87
D309088	MARK A MICKELSEN	3873.72	D309089	SON L NGUYEN	4010.85
D309090	THANH Q NGUYEN	5121.50	D309091	FREDERICK N NIBLO	3416.34
D309092	BRENT C PARDOEN	1396.35	D309093	MICHAEL KURT RIETH	2401.74
D309094	WADE E RUHMAN	3391.33	D309095	DENNIS L RUZICKA	3700.50
D309096	NICK R SCHAEFER	1748.55	D309097	SCOTT A SCHERER	3949.74
D309098	JEFFREY T SPARGUR	3872.24	D309099	MORRIS B SPELL	4191.63
D309100	WILLIAM S STROHM	4900.34	D309101	JUSTIN D TRAVER	3119.07
D309102	CHRISTOPHER B TRENHOLM	2179.08	D309103	JUSTIN TRUHILL	3782.63
D309104	MARIO G VALDERRAMA	1899.94	D309105	KEITH T VELOTTA	3347.79
D309106	DAVID S WALDSCHMIDT	2404.07	D309107	MARK S WEISS	2189.22
D309108	PAUL J WHITTAKER	5143.83	D309109	JEFFREY WILKINS	4210.51
D309110	JOSEPH A WINGERT JR	3402.99	D309111	JASON R BLOMGREN	1264.19
D309112	MYLES A BURROUGHS	2314.40	D309113	DAVID M CARLSON	3130.87
D309114	PARKER W CARY	3135.50	D309115	JOSHUA A FELDMAN	4626.50
D309116	TIMOTHY D FISHER	4210.15	D309117	GARRET M FURUTA	2310.88
D309118	SHANE S HOWEY	3104.62	D309119	PETER M HUBER	3160.14
D309120	JORDAN R JEMIOLA	2485.64	D309121	JAYCEN R JUSTUS	2002.13
D309122	MATTHEW C KLEIBACKER	2612.90	D309123	ANTHONY L KNAACK	3005.17
D309124	JOSHUA D LEE	1628.49	D309125	DANIEL J MOORE	3511.01
D309126	GRANT A NOBLE	2729.75	D309127	ERIC S NORRDIN	3291.86
D309128	ANTHONY J PAGE	2600.76	D309129	ERIC M PALOMO	3184.18
D309130	ANDREW J ROACH	1670.86	D309131	RICHARD RONSTADT	4124.68
D309132	DAVID C SANCHEZ	2931.01	D309133	TIMOTHY N STOWE	3467.23
D309134	ERIC THORSON	2307.90	D309135	RYAN D VAN WIE	2933.76
D309136	GREGORY D WILLIAMS	2258.23	D309137	JEREMIE E YORKE	3004.62
D309138	NATHAN T BRADY	4282.15	D309139	BRYSON T DAHLHEIMER	1653.30
D309140	LISA S GUARDI	696.84	D309141	DON T NGUYEN	1690.78
D309142	NICHOLAS S SEELEY	214.69	D309143	JOSEPH I VALENZUELA	143.13
D309144	TIMOTHY S SAWYER	3574.64	D309145	PEDRO R ARELLANO	2866.11
D309146	TODD D ELGIN	8671.01	D309147	CAROLE A KANEGAE	2152.12
D309148	WILLIAM ALLISON	2991.86	D309149	KRISTEN A BACKOURIS	1490.11
D309150	SHARON S BAEK	1568.45	D309151	GENA M BOWEN	1183.75
D309152	JESENIA CAMPOS	1086.34	D309153	THOMAS R DARE	4293.96
D309154	HELENA ELSOUSOU	2102.17	D309155	ROBERT D FOWLER	3410.61
D309156	AI KELLY HUYNH	1763.93	D309157	CINDY S NAGAMATSU HANLON	1734.93
D309158	JEFFREY C NIGHTENGAL	3445.12	D309159	REYNA ROSALES	1447.16
D309160	CLAUDIA ALARCON	2807.31	D309161	TIMOTHY R ASHBAUGH	2261.23

**** PAGE TOTAL = 277442.96

D309162	ALFREDO R AVALOS	3106.72	D309163	CARLOS BAUTISTA JR	2319.81
D309164	RYAN S BERLETH	1757.61	D309165	SUMMER A BOGUE	1686.07
D309166	RICHARD O BURILLO	3315.35	D309167	RYAN V BUSTILLOS	2854.08
D309168	ROBERT W CAMPBELL	3310.97	D309169	JEROME L CHEATHAM	3187.58
D309170	BRIAN M CLASBY JR	2907.50	D309171	AARON J COOPMAN	2453.75
D309172	ADAM B COUGHRAN	3042.15	D309173	GARY L COULTER	2264.46
D309174	NATHANIEL D COX	2289.82	D309175	BRIAN D DALTON	1789.32
D309176	CHARLIE DANIELEY III	1904.04	D309177	NICHOLAS A DE ALMEIDA LO	1937.68
D309178	KEVIN DINH	2646.35	D309179	KARI A FLOOD	1904.18
D309180	MICHAEL E GERDIN	2716.58	D309181	ROBERT J GIFFORD	2624.53
D309182	JOSEPH P GROSS JR	2288.59	D309183	TROY HALLER	3438.97
D309184	ALLAN S HARRY	3173.99	D309185	BRIAN HATFIELD	2744.67
D309186	WILLIAM T HOLLOWAY	4019.12	D309187	JASON L JOHNSON	2123.51
D309188	GERALD F JORDAN	2382.14	D309189	TIMOTHY P KOVACS	3889.81
D309190	AUSTIN C LAVERTY	2417.36	D309191	CHRISTOPHER LAWTON	2744.01
D309192	DEREK M LINK	3505.22	D309193	RAFAEL LOERA JR	2340.40
D309194	JON D LOFQUIST	1905.35	D309195	MATTHEW P MARCHAND	2284.20
D309196	BRYAN J MEERS	2433.30	D309197	JEREMY N MORSE	2049.15
D309198	MITCHEL S MOSSER	1925.18	D309199	AARON S NELSON	2631.84
D309200	JASON S PERKINS	3646.35	D309201	PHILLIP H PHAM	2093.22
D309202	DOUGLAS A PLUARD	3112.54	D309203	JOHN E REYNOLDS	3400.57
D309204	ERIC T RUZIECKI	2657.68	D309205	CHRISTOPHER M SHELGREEN	1924.51
D309206	GAREY D STAAL	2613.20	D309207	VINCENTE J VAICARO	2949.49
D309208	EDGAR VALENCIA	3054.01	D309209	DANIEL J VILLEGAS	3151.85
D309210	JONATHAN B WAINWRIGHT	3849.29	D309211	CHRISTOPHER A WASINGER	4321.09
D309212	ADAM D ZMIJA	3184.29	D309213	MARCOS R ALAMILLO	2990.31
D309214	RICHARD A ALVAREZ-BROWN	2233.98	D309215	BOBBY B ANDERSON	3103.24
D309216	JOHN F BANKSON	2449.34	D309217	JOSHUA K BEHZAD	2070.16
D309218	EVAN S BERESFORD	2321.02	D309219	VANESSA M BRODEUR	2142.49
D309220	JUAN C CENTENO	3772.00	D309221	DAVID Y H CHANG	2438.66
D309222	CHASEN P CONTRERAS	1953.29	D309223	JARED R DOYLE	2000.89
D309224	AMIR A EL-FARRA	3230.16	D309225	MICHAEL K ELHAMI	2352.60
D309226	BENJAMIN M ELIZONDO	2479.79	D309227	JOSHUA N ESCOBEDO	2150.60
D309228	STEPHEN C ESTLOW	643.33	D309229	GEORGE R FIGUEREDO	3240.57
D309230	ROGER A FLANDERS	796.04	D309231	SEAN M GLEASON	2312.31
D309232	ALDO U GUERECIA	2622.61	D309233	MICHAEL J JOHNSON	2597.74
D309234	ARION J KNIGHT	3127.42	D309235	RAPHAEL M LEE	1438.19
D309236	CHARLES H LOFFLER	2316.87	D309237	MARK A LORD	2547.03
D309238	TAYLOR A MACY	2085.92	D309239	GIANLUCA F MANIACI	2451.98
D309240	MARIO MARTINEZ JR	3242.98	D309241	NATHAN D MORTON	3060.32
D309242	PATRICK W MURPHY	2094.42	D309243	RUDOLPH J NEGRON	2548.39
D309244	JEFFREY C NGUYEN	2821.49	D309245	STEVEN TRUJILLO ORTIZ	1955.49
D309246	OMAR F PEREZ	1642.81	D309247	MICHAEL M PHILLIPS	1074.85
D309248	COREY T POLOPEK	2796.18	D309249	SINDY RAMIREZ OROZCO	2341.22
D309250	JOHN E RANEY	2745.13	D309251	RYAN R RICHMOND	2175.42
D309252	CHRISTIN E ROGERS	2672.23	D309253	SEAN M SALAZAR	3544.80
D309254	LINO G SANTANA	4410.12	D309255	PHILIP E SCHMIDT	3995.91
D309256	CHARLES W STARNES	4221.08	D309257	ARTHUR F TINTLE JR	3434.60

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D309258	JOHN J YERGLER	2128.71	D309259	KATHERINE M ANDERSON	3043.05
D309260	PAUL W ASHBY	2958.80	D309261	THOMAS A CAPPS	1999.86
D309262	PATRICK E GILDEA	2920.88	D309263	DANNY J MIHALIK	1825.49
D309264	RON A REYES	2750.23	D309265	ROCKY F RUBALCABA	3664.58
D309266	ROYCE C WIMMER	2348.49	D309267	JUAN L DELGADO JR	3013.24
D309268	CHRISTOPHER M EARLE	2434.64	D309269	OTTO J ESCALANTE	5525.70
D309270	GEORGE KAISER	3717.80	D309271	PETER M KUNKEL	2441.28
D309272	LUIS F RAMIREZ	2947.73	D309273	PETER HOANG VI	2172.86
D309274	JEFFREY A BROWN	2831.46	D309275	DONALD J HUTCHINS	10257.54
D309276	ERICK LEYVA	3098.24	D309277	RYAN M LUX	1968.30
D309278	RAUL MURILLO JR	3992.48	D309279	JOSHUA T OLIVO	2506.23
D309280	ROBERT M STEPHENSON III	3031.23	D309281	COURTNEY P ALLISON	2152.87
D309282	LISA A BELTHIUS	641.90	D309283	RANDY G CHUNG	408.28
D309284	DANIEL S EDWARDS	1039.91	D309285	TIFFANY M GRIEGO	422.23
D309286	CRAIG A HERRICK	320.95	D309287	PATRICK R JULIENNE	1165.73
D309288	VERONICA NELSON	861.84	D309289	TRAVIS J WHITMAN	4317.89
D309290	CARL J WHITNEY	2598.29	D309291	BRYAN GONZALEZ	267.21
D309292	KRYSTAL L N JEANG	368.92	D309293	HAN NA PARK	149.13
D309294	FELICIA H PEREZ	396.53	D309295	KEIRA LONG	1505.43
D309296	ROBERT E BOWERS	1764.44	D309297	KAREN D BRAME	1199.23
D309298	KENNETH L CHISM	1702.41	D309299	CHARLES M CLINE JR	836.00
D309300	JAMES E COLEGROVE	4291.87	D309301	PAUL E DANIELSON	1022.85
D309302	ROBERT M DONAHUE JR	601.73	D309303	RUSSELL B DRISCOLL	402.44
D309304	MICHELLE N ESTRADA-MONSA	1698.41	D309305	MICHAEL FEHER	1011.16
D309306	HECTOR FERREIRA JR	1654.76	D309307	KORY C FERRIN	2944.37
D309308	JAMES D FISCHER	865.77	D309309	VICTORIA M FOSTER	1294.93
D309310	NICKOLAS K JENSEN	1939.28	D309311	KENNETH E MERRILL	509.30
D309312	BRADLEY D STENE	1654.76	D309313	JOHN J STEPANOVICH	856.78
D309314	MICHAEL J VISCOMI	3109.18	D309315	SCOTT D WATSON	883.23
D309316	ROBERT L BOGUE JR	6220.94	D309317	FLOR DE LIS ELIZONDO	846.56
D309318	GARY E ELKINS	2062.95	D309319	JOHN A FLAWS	2194.45
D309320	JASON S FULTON	1888.89	D309321	JAMES C HOLDER	2801.78
D309322	ROBERT J KIVLER	1633.62	D309323	VICTORIA L LAWTON	2316.02
D309324	EDUARDO C LEIVA	3545.55	D309325	RAQUEL D MATA	775.65
D309326	REBECCA S MEEKS	2234.44	D309327	MICHELLE L OLMSTEAD	1003.78
D309328	DAVID C YOUNG	3417.14	D309329	MARIA A ALCARAZ	1675.21
D309330	CARISSA L BRUNICK	1194.39	D309331	TAMMY L CHAURAN-HAIRGROV	1644.79
D309332	VERONICA FRUTOS	1060.89	D309333	DAVID L GEORGE	1771.86
D309334	JOAN L HIGHTOWER	1702.28	D309335	PINKY C HINGCO	1873.64
D309336	SUSAN C HUANG	1801.81	D309337	RORY K JANOCOA	1126.70
D309338	SHELBY KEUILIAN	1388.38	D309339	ALLYSON T LE	1452.56
D309340	ANGELA LEDESMA	1931.29	D309341	MARIA C MCFARLANE	1890.32
D309342	BRITTNEE D MCGOWEN	1446.46	D309343	TRINA T NGUYEN	1632.42
D309344	DEBRA J NICHOLS	1835.96	D309345	DIANA L O'BRIEN	943.99
D309346	ASHLEY C ROJAS	1664.02	D309347	JENNIFER V ROMBOUGH	1501.84
D309348	ASHLEY T SEROTA	1731.36	D309349	KIMBRA S VELLANOWETH	2069.13
D309350	KRISTIN M WEISS	2000.08	D309351	SHANNON M YELENSKY	1773.45
D309352	JENNIFER A DIX	2084.67	D309353	DEBBY L FELSE	1885.49

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D309354	KATHERINE M FRANCISCO	1908.26	D309355	AMANDA B GARNER	1990.47
D309356	ARCHIE GUZMAN	2516.17	D309357	ROBERT D LUX	2358.43
D309358	MELISSA MENDOZA-CAMPOS	1751.39	D309359	MICHAEL A MOSER	1594.72
D309360	BRANDY J PARK	2178.41	D309361	CRISTINA V PAYAN	1548.56
D309362	JENNIFER M RODRIGUEZ	1964.13	D309363	TANYA L SAMOFF	2171.83
D309364	SUSAN A I SEYMOUR	2096.45	D309365	NICOLE D SHORROW	840.27
D309366	DANNY J SOSEBEE	1986.07	D309367	MARSHA D SPELLMAN	2217.38
D309368	SPENCER T TRAN	1880.89	D309369	SANTA WARDLE	1045.88
D309370	CHERYL L WHITNEY	2131.77	D309371	RAY E BEX	3418.47
D309372	DANIEL A CAMARA	2319.90	D309373	JOHN CASACCIA II	3376.14
D309374	HAN J CHO	3498.35	D309375	SCOTT A COLEMAN	2559.12
D309376	RICHARD E DESBIENS	1206.77	D309377	MICHAEL D FARLEY	2202.50
D309378	JAMES D FRANKS	1927.87	D309379	PETE GARCIA	1801.11
D309380	STEVEN H HEINE	231.25	D309381	JOSE D HERRERA	3021.51
D309382	THI A HUYNH	2399.38	D309383	JOSEPH L KOLANO	2480.32
D309384	LEA K KOVACS	2643.71	D309385	NICHOLAS A LAZENBY	2639.53
D309386	DAVID LOPEZ	2270.45	D309387	STEVEN W LUKAS	1499.39
D309388	LUIS A PAYAN	1801.44	D309389	TERRA M RAMIREZ	389.68
D309390	ORLONZO REYES	5916.84	D309391	PAUL M TESSIER	2383.59
D309392	TUONG-VAN NGUYEN VU	2145.25	D309393	DENNIS WARDLE	2528.79
D309394	RONALD A DOSCHER	2733.43	D309395	ERIC A QUINTERO	2253.46
D309396	MARY C CERDA	1818.95	D309397	NICOLE L CHUNG	1812.87
D309398	NICHOLAS G FRANC	1645.30	D309399	SUSAN A HOLSTEIN	5384.11
D309400	LIANE Y KWAN	2573.12	D309401	JANY H LEE	3131.16
D309402	SHERRILL A MEAD	2314.61	D309403	CAITLYN M STEPHENSON	1540.55
D309404	LAURA J STOVER	4282.90	D309405	FRANA K CASSIDY	1565.38
D309406	ANNA L GOLD	1536.52	D309407	HIEN Q PHAM	1558.01
D309408	KATRENA J SCHULZE	398.57	D309409	MATTHEW T SWANSON	1212.81
D309410	ANTHONY VALENZUELA	1305.88	D309411	CANDY G WILDER	1734.10
D309412	STEVEN F ANDREWS	1400.09	D309413	TERENCE S CHANG	1987.57
D309414	VERNA L ESPINOZA	1658.17	D309415	CESAR GALLO	2145.83
D309416	CHARLES D KALIL	1555.91	D309417	GEOFFREY A KLOESS	2566.58
D309418	RACHOT MORAGRAAN	3117.39	D309419	NOEL J PROFFITT	3094.06
D309420	ANAND V RAO	3332.66	D309421	JOSEPH M SCHWARTZ	2478.97
D309422	ROD T VICTORIA	1907.81	D309423	TERREL KEITH WINSTON	3203.44
D309424	KATHLEEN I PORTER	708.21	D309425	POLICE ASSN	15659.83
D309426	GG FIRE FIGHTERS 2005	21261.47	D309427	SO CAL CU	90667.37
D309428	SOUTHLAND CU	5991.00	W2338	GREAT WEST LIFE 457 #340	101465.81
W2339	GREAT WEST LIFE OBRA#340	2659.87	W2340	INTERNAL REVENUE SERVICE	342326.92
W2341	EMPLOYMENT DEVELOPMENT D	92247.50			

**** PAGE TOTAL = 827080.63

TOTAL CHECK PAYMENTS	45	57,202.81
TOTAL DIRECT DEPOSITS	702	1,585,637.76
TOTAL WIRE PAYMENTS	4	538,700.10

GRAND TOTAL PAYMENTS	751	2,181,540.67

Checks #180925 thru #180969, and Direct Deposits #D308727 thru #DD309428, and wire #W2338 thru #W2341 presented in the Payroll Register submitted to the Garden Grove City Council 28 MAR 2017, have been audited for accuracy and funds are available for payment thereof.

 for

 KINGSLEY C OKEREKE - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Introduce and conduct the first reading of an Ordinance approving Development Agreement No. DA-005-2017 for a 16-unit Mixed-Use Development at 11222 Garden Grove Boulevard, Garden Grove		
		Date:	3/28/2017

OBJECTIVE

To transmit a Planning Commission recommendation for approval of a Development Agreement to construct a 16-unit, three-story mixed-use project with two (2) work-live units and 14 residential units; and for the City Council to introduce and conduct the first reading of an Ordinance approving Development Agreement No. DA-005-2017 for the development project ("project") at 11222 Garden Grove Boulevard.

BACKGROUND

The site at 11222 Garden Grove has been vacant for many years. The property owner informed staff that a coffee shop was built on the site in 1955 and the original business was Craig's Family Restaurant. The site is three (3) contiguous parcels on the south side of Garden Grove Boulevard. The applicant requested approval for a Tentative Tract Map to consolidate the parcels into a single property with condominium units. The property was included in the 2012 rezoning of properties to Mixed Use and is zoned CC-3, Civic Center Core. The CC-3 intends to preserve the character of the Downtown by maintaining storefronts along the street with zero front setback.

The Site Plan application was initially scheduled for the Planning Commission Meeting on February 2, 2017. The Public Hearing was continued to February 16, 2017 to add a Conditional Use Permit to the application and work out design issues. On February 16, 2017, the Planning Commission held a Public Hearing to consider the Site Plan, Conditional Use Permit, Tentative Tract Map and Development Agreement. Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17982 were approved by a vote of 5-0, along with a recommendation to the City Council to approve Development Agreement No. DA-005-2017. The entitlements become effective if the City

Council approves the Development Agreement.

DISCUSSION

The Site Plan application is for a 16-unit project that meets the development standards and requirements of the CC-3 Zone. The project includes both new commercial space in two (2) work-live units along Garden Grove Boulevard and 14 residential units on the rest of the property. The parking meets the mixed-use requirements with two enclosed garage spaces for each unit along with open visitor spaces.

The work-live units are conditionally permitted in the CC-3 zone as is a tandem format for the work-live parking spaces. The applicant requested a conditional use permit for a design with two tandem garage spaces attached to the work-live units that have access to the commercial space through double doors. The required visitor open space is next to the commercial entry.

The project is designed to be an attractive modern development. The elevations incorporate different materials in a mix of colors that highlight various shapes on the buildings. The commercial elevations along Garden Grove Boulevard are designed with large storefront windows that provide views into the businesses and interesting signage. The development will be a positive addition to the Downtown Civic Center area by furthering the intent of "encouraging civic, educational, commercial, high-density residential, and compatible uses that enliven the City's core and work together to create a walkable, lively district that encourages interaction and engagement in community activities" (Section 9.18.010.20 Mixed Use Zones Establishment and Intent, Title 9).

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a Public Hearing; and
- Introduce and conduct the first reading of the attached Ordinance approving Development Agreement No. DA-005-2017, between the City of Garden Grove and Scott A. Lissoy, Trustee of the Lissoy Trust, for the property located at 11222 Garden Grove Boulevard, Garden Grove.

By: Erin Webb, Senior Planner

ATTACHMENTS:

Description	Upload Date	Type	File Name
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Draft City Council Ordinance for Development Agreement No. DA-005-2017	3/15/2017	Cover Memo	3-28-17_Draft_City_Council_Ordinance_for_DA-004-2016.doc
Draft Development Agreement No. DA-005-2017	3/10/2017	Exhibit	SP-034-2017DevelopmentAgreementDA-005-2017.docx
Planning Commission Staff Report	3/10/2017	Exhibit	SP-034-2017Staff_Report.doc
Planning Commission Resolution No.5880-17	3/10/2017	Exhibit	SP-034-2017Reso.doc
Planning Commission Resolution No. 5881-17	3/10/2017	Exhibit	DA-005-2017-PCDevAReso.doc
Planning Commission Draft Minute Excerpt of February 16, 2017	3/10/2017	Exhibit	SP-034-2017MinuteExcerpt2_16.doc

GARDEN GROVE CITY COUNCIL

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
ADOPTING DEVELOPMENT AGREEMENT NO. DA-005-2017 BETWEEN THE CITY OF
GARDEN GROVE AND SCOTT A. LISSOY, TRUSTEE OF THE LISSOY TRUST

City Attorney Summary

This Ordinance approves a Development Agreement between the City of Garden Grove and Far West Industries, the developer of a proposed 16-unit mixed-use development (with two (2) work-live units and 14 residential units) to be located on the south side of Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard. The agreement provides that the developer will be entitled to build the project in accordance with the land use entitlement approved pursuant to Site Plan No. SP-034-2017 for a period of 4 years. The agreement further provides for a development agreement payment to the City of Garden Grove in an amount not to exceed \$30,656.00.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, the City of Garden Grove has received an application from Far West Industries (Developer) for Development Agreement No. DA-005-2017 to construct a 16-unit, three-story mixed-use development, consisting of two (2) commercial storefronts fronting on Garden Grove Boulevard with residential units above and 14 residential units on the 28,232 square foot site with related improvements on that certain real property located on the south side of Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard Assessor's Parcel Nos. 100-013-09, 100-013-10, and 100-013-13 (the "Project");

WHEREAS, pursuant to a legal notice, a Public Hearing was held by the City Council on March 28, 2017, and all interested persons were given an opportunity to be heard;

WHEREAS, Development Agreement No. DA-005-2017 is consistent with the CC-3 (Civic Center Core) zoning, including the goals and policies of the Garden Grove General Plan (Civic Center Mixed Use Land Use Designation); and

WHEREAS, The City of Garden Grove has determined that this action is exempt pursuant to Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds that the above recitations are true and correct.

Section 2. Environmental Review. Pursuant to CEQA, the City Council has determined that this action is exempt pursuant to Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act.

Section 3. Approval. Development Agreement No. DA-005-2017 is hereby adopted for property located on the south side of Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard, Assessor's Parcel Nos. 100-013-09, 100-013-10, and 100-013-13. A copy of Development Agreement No. DA-005-2017 is attached to this Ordinance and is on file in the City Clerk's Office.

Section 4. Recording. Pursuant to California Government Code Section 65868.5, the City Clerk shall record a copy of the Development Agreement with the County Recorder for the County of Orange within 10 days after the Development Agreement is executed.

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

Section 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)

City Clerk's Office)
City of Garden Grove)
11222 Acacia Parkway)
Garden Grove, CA 92840)
)
)

(Space above for Recorder.)

This document is exempt from payment
of a recording fee pursuant to
Government Code Section 6103.

Dated: _____

DEVELOPMENT AGREEMENT NO. DA-005-2017

**SITE PLAN NO. SP-034-2017, CONDITIONAL USE PERMIT NO. CUP-097-2017,
TENTATIVE TRACT MAP NO. TT-17928**
(Far West Industries)

THIS DEVELOPMENT AGREEMENT ("Agreement" or "Development Agreement") is made this _____ day of _____, 20__ ("Effective Date"), by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), on the one hand, and Far West Industries ("DEVELOPER"), on the other hand, pursuant to the authority set forth in Article 2.5 of Chapter 4 of Division I of Title 7, Sections 65864 through 65869.5 of the California Government Code.

RECITALS

The following recitals are a substantive part of this Agreement:

- A. The CITY and DEVELOPER desire to enter into this Development Agreement for the construction of a 16-unit mixed use development, two (2) work-live and 14 residential, on a vacant 28,232 square foot lot with related site improvements (the "PROJECT") on that certain real property located on the south side of Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard, Garden Grove, California, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "PROPERTY").
- B. In order to implement the PROJECT, DEVELOPER has submitted, and CITY has approved, Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017,

and Tentative Tract Map No. TT-17928 and associated conditions of approval for the PROJECT.

- C. The CITY and DEVELOPER desire to enter into this Development Agreement for the construction of the PROJECT pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of Title 7 of the California Government Code (the "Development Agreement Statute").
- D. The PROJECT is a development requiring certain discretionary approvals by the CITY before it may be constructed.
- E. The Development Agreement Statute provides the authority for CITY to enter into binding development agreements with a person having a legal and equitable interest in real property.
- F. DEVELOPER represents that it owns and/or has an equitable interest in the PROPERTY.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. DURATION. This Agreement and Land Use Entitlements described in Section 2 shall expire four (4) years from the Effective Date, unless any duty specified remains executory, in which case this Agreement may be renewed for a successive one year term at discretion of CITY, pursuant to law, until all duties are performed. The effective date of this agreement shall begin on the date first identified above.
- 2. Permitted Uses/Land Use Entitlements. The following uses are permitted on the PROPERTY: A 16-unit mixed-use project with two (2) work-live units and 14 residential units. The residential units range in size from 1,453 square feet to 2,327 square feet and the work-live units are 3,398 square feet. 14 of the units are two-bedroom including the work-live units which contain ground floor commercial space with a loft. There are two (2) one-bedroom units on the site with one in each of the rear triplex buildings. All of the units are three-story in height. Additionally, each unit has an attached two-car garage. The work-live units have the attached two-car garage in a tandem format. The following land use entitlements have been granted: Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928. The Development is subject to the development standards of the City's Mixed Use Development Standards (Chapter 9.12 of Title 9 of the City's Municipal Code) and the base zoning of CC-3 (Civic Center Core), and the Conditions of Approval to Site Plan No. SP-034-2017.
- 3. Density/Intensity. The density or intensity of the PROJECT is as follows: mixed use project consisting of 16-units, two (2) work-live and 14 residential, with

- related improvements on a 28,232 square foot site. This is equal to 24 units per acre.
4. Maximum Height and Building Size. The maximum height and building sizes are as follows: The maximum building height shall be three (3) stories with an overall height not to exceed 40-feet and the building area is comprised of approximately 15,400 square feet, as indicated on the site plan and elevations.
 5. Reservation or Dedication. The reservation of easements or dedication of property to the CITY to allow the construction of the proposed residential development shall be as shown on and/or conditioned in the approved Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928.
 6. Improvements. The improvements described in Planning Commission Resolution No. 5880-17 shall be constructed prior to the occupancy of the proposed development or the issuance of any certificate of occupancy for any unit of the development, all in accordance with the terms and conditions of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928.
 7. Scope of PROJECT. The PROJECT shall consist of a mixed-use project consisting 16-units, two (2) work-live and 14 residential, that range in size from 1,453 square feet to 3,398 square feet, with related improvements.
 8. Resolution/Material Terms. All Conditions of Approval as per Resolution No. 5880-17 attached hereto and incorporated herein as "Exhibit B," are material terms of this Agreement. Breach of any condition of approval shall be deemed to be a breach of this Development Agreement.
 9. Development Agreement Payment. DEVELOPER shall pay a development agreement payment to the CITY as follows:
 - 9.1 Amount. \$750 per unit and shall be paid prior to issuance of any building permits.
 - 9.2 Amount. The DEVELOPER shall make a contribution of \$1,166 per unit toward construction of a Fire Station, including, but not limited to, related equipment, furnishings, and fixtures, etc., as part of this Development Agreement and shall be paid prior to issuance of any building permits.
 - 9.3 Not to Exceed. Payment under this Agreement shall not exceed \$30,656.00.
 10. City Agreement. CITY agrees that the sums to be paid to the CITY, pursuant to Paragraph 9, will reimburse CITY for the cost of certain CITY services required by the PROJECT that are not otherwise being reimbursed to CITY.

11. Payment Due Date. The payment amount of \$30,656.00 shall be due and payable prior to the issuance of building permits for the PROJECT.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
 - A. Failure of Developer to perform any of the provisions of this Agreement, or
 - B. Mutual agreement of the parties.
13. Periodic Review. CITY's Director of Community and Economic Development shall review DEVELOPER'S performance every twelve (12) months at the anniversary of the adoption of this Agreement. DEVELOPER shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review, CITY's Community and Economic Development Director determines that DEVELOPER has not demonstrated good faith compliance with this Agreement, CITY shall hold a public hearing before CITY's City Council. If, following such public hearing, CITY's City Council finds and determines, based upon substantial evidence, that DEVELOPER has not complied in good faith with terms or conditions of this Agreement, CITY may terminate the Agreement.
14. City Discretion. So long as the Agreement remains in effect, DEVELOPER shall have the full vested right to construct and complete development of the PROJECT and the use of the PROPERTY consistent with the land use entitlements identified in Paragraph 2. Otherwise, CITY retains its right and discretion, under all applicable Codes, to approve or disapprove any item related to this PROJECT that it has not specifically agreed to via this Agreement. DEVELOPER acknowledges that it shall comply with all CITY requirements for applications and permits of any nature that apply to the PROJECT and the PROPERTY and that this Agreement does not relieve DEVELOPER of the necessity of filing applications for and obtaining any such permits.
15. Improvement Schedule. The following improvements shall be constructed by the stated dates:

All repairs and improvements to the public right-of-way, required pursuant to Planning Commission Resolution No. 5880-17, shall be completed prior to the issuance of any certificates of occupancy or release of any public utilities.
16. Developer Breach. Failure of DEVELOPER to construct improvements as specified, or to pay amounts specified in a timely fashion, shall result in the withholding of building permits, any other permit or certificate of occupancy until the breach is remedied.
18. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

- A. Address of DEVELOPER is as follows:
Far West Industries- Scott A. Lissoy
2922 Daimler Street
Santa Ana, CA 92705
Attn.: Jorge Alvarez
- B. Address of CITY is as follows:
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
19. DEVELOPER'S Proposal. The PROJECT shall include DEVELOPER's proposal, as modified by Planning Commission and City Council, including all Conditions of Approval contained in Planning Commission Resolution No. 5880-17, which shall be incorporated herein by this reference. In the event of any inconsistency between terms of the proposal and this Agreement, the terms of this Agreement shall govern.
20. Licenses, Permits, Fees, and Assessments. At its sole expense, DEVELOPER shall obtain all licenses, permits, and approvals as may be required by this Agreement, or by the nature of the PROJECT.
21. Time of Essence. Time is of the essence in the performance of this Agreement.
22. Successor's In Interest. The provisions of this Agreement shall be binding upon and inure to successors in interest of the parties and shall be specifically binding upon and for the benefit of any future lessees or other owners of an interest in PROPERTY.
23. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
24. Indemnification. DEVELOPER agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by DEVELOPER, DEVELOPER'S agents, officers or employees, or contractors or subcontractors hired by DEVELOPER.
25. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written, regarding the subject matter set forth herein. This Agreement may be modified only by subsequent mutual written agreement executed by CITY, and the DEVELOPER and approved by CITY in accordance with the Development Agreement Statute.

26. Recordation. The City Clerk shall cause this Agreement to be recorded against the PROPERTY within ten (10) days of its Effective Date.
27. Remedies. The breach or default of any term or provision of this Agreement by either party shall give the nondefaulting party the right to proceed with any and all remedies set forth in this Agreement, including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.
28. Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or default are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause.
29. Attorney's Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorney's fees.
30. Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each other and every such right, power, remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.
31. Waiver of Terms and Conditions. The CITY may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
32. Non-Liability of City Officials and Employees. No member, official, employee or agent of the CITY shall be personally liable to the DEVELOPER, or any successor

in interest, in the event of any default or breach by the CITY or for any amount that may become due to the DEVELOPER or its successors, or on any obligations under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

Date: _____

"CITY"
CITY OF GARDEN GROVE, a
Municipal Corporation

BY _____

ATTEST:

CITY CLERK
DATE: _____

"DEVELOPER"

Far West Industries – Scott A. Lissoy

By: _____

Date: _____

(Signature must be notarized.)

APPROVED AS TO FORM:

Garden Grove City Attorney
Date: _____

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

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

LOTS 30, 31 AND 32 IN BLOCK B OR TRACT NO. 1089, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 39, PAGES 13 AND 14 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE EAST HALF OF ELMWOOD STREET LYING NORTH OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 30, AS ABANDONED BY RESOLUTION NO. 3661-69 OF THE CITY COUNCIL OF SAID CITY, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 8, 1969 IN BOOK 8921 PAGE 815 OF OFFICIAL RECORDS.

APN: 100-013-09, 100-013-10, 100-013-13

EXHIBIT "B"

CONDITIONS OF APPROVAL

Site Plan No. SP-034-2017

11222 Garden Grove Boulevard

CONDITIONS OF APPROVAL

General Conditions

1. Each owner of the property shall execute, and the applicant shall record against the property, a "Notice of Discretionary Permit Approval and Agreement with Conditions of Approval," as prepared by the City Attorney's Office, within 30 days of approval. The applicant shall provide the City with a copy of the recorded Notice within ten (10) days of its recordation.
2. All Conditions of Approval set forth herein, or contained in Resolution No. 5880-17, shall be binding on and enforceable against each of the following, and whenever used herein, the term "applicant" shall mean and refer to each of the following: the project applicant, Far West Industries, the developer of the project, the owner(s) and tenants(s) of the property, and each of their respective successors and assigns. All Conditions of Approval are required to be adhered to for the life of the project, regardless of property ownership. Except for minor modifications approved by the Community and Economic Development Director pursuant to Condition No. 4, below, any changes to the Conditions of Approval require approval by the Planning Commission. All Conditions of Approval herein shall apply to Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928.
3. Approval of this Site Plan, Conditional Use Permit, and Tentative Tract Map shall not be construed to mean any waiver of applicable and appropriate zoning and other regulations; and wherein not otherwise specified, all requirements of the City of Garden Grove Municipal Code shall apply.
4. Minor modifications to the Site Plan and/or these Conditions of Approval, which do not materially change the scope or intensity of the project and which will not result in impacts that have not previously been addressed, may be

approved by the Community and Economic Development Director, in his or her discretion. Proposed modifications to the project, approved site plan, floor plan, and/or these Conditions of Approval determined by the Community and Economic Development Director not to be minor in nature shall be subject to approval of new and/or amended land use entitlements by the applicable City hearing body.

5. All conditions of approval shall be implemented at the applicant's expense, except where otherwise expressly specified in the individual condition.
6. All lighting structures shall be placed so as to confine direct rays to the subject property. All exterior lights shall be reviewed and approved by the City's Planning Division. Lighting adjacent to residential properties shall be restricted to low decorative type wall-mounted lights, or a ground lighting system. Lighting shall be provided throughout all private drive aisles and entrances to the development per City standards for street lighting. Lighting in the common areas shall be directed, positioned, or shielded in such a manner so as not to unreasonably illuminate the window areas of nearby residences. Provide a lighting plan for review and approval by the Planning Services Division prior to issuance of a building permit.
7. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community and Economic Development Department for review and approval prior to Building Division Plan Check. The project shall also be subject to the following:
 - a. All on-site and off-site utilities (off-site refers to the areas within public right-of-way to the center line of the streets adjacent to the subject property) within the perimeter of the site and to the centerline of the adjacent streets shall be installed or relocated underground.
 - b. Above-ground utility equipment (e.g., electrical, gas, telephone, cable TV) shall not be located in the street setbacks, within the common areas along Garden Grove Boulevard, or any parking areas and shall be screened to the satisfaction of the Community and Economic Development Department.
 - c. No roof-mounted mechanical equipment, including but not limited to dish antennas, shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community and Economic Development Department prior to the issuance of building permits. Said screening shall block visibility of any roof-mounted mechanical equipment from view of public streets and surrounding properties.
 - d. All ground, roof, or wall-mounted mechanical equipment shall be screened from public view from adjacent properties and the public

right-of-way and shall also be screened, to the extent feasible, from on-site areas.

Public Works Engineering Division

8. The applicant shall be subject to Traffic Mitigation Fees, In-Lieu Park Fees, Drainage Facilities Fees, Water Assessment Fees, and other applicable mitigation fees identified in Chapter 9.44 of the Garden Grove Municipal Code, along with all other applicable fees duly adopted by the City.
9. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks and basement and septic facilities. Any soil or groundwater contamination shall be remediated prior to the issuance of a building permit in a manner meeting the approval of the City Engineer in concert with the Orange County Health Department. The report shall make recommendations for pavement design of the drive aisles and parking spaces. The report shall also test and analyze soil conditions for LID (Low Impact Development) principles and implementations, including potential infiltration alternatives, soil compaction, saturation, permeability and groundwater levels.
10. A separate street permit is required for work performed within the public right-of-way.
11. Separate grading and street improvement plans prepared by a registered Civil Engineer are required. The grading plan shall be based on a current survey of the site, including a boundary survey, topography on adjacent properties up to 30' outside the boundary, and designed to preclude cross-lot drainage. Minimum grades shall be 0.50% for concrete flow lines and 1.25% for asphalt. The grading plan shall also include water and sewer improvements. The grading plan shall include a coordinated utility plan. Street improvement plan shall conform to all format and design requirements of the City Standard Drawings & Specifications.
12. Prior to the issuance of any grading or building permits or prior to recordation upon subdivision of land if determined applicable by the City Building Official, the applicant shall submit to the City for review and approval a *Final* Water Quality Management Plan that:
 - Addresses Site Design BMPs based upon the geotechnical report recommendations and findings such as infiltration minimizing impervious areas, maximizing permeability, minimizing directly connected impervious

- areas, creating reduced or “zero discharge” areas, and conserving natural areas.
 - Incorporates the applicable Routine Source Control BMPs as defined in the DAMP.
 - Incorporates structural and Treatment Control BMPs as defined in the DAMP.
 - Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs.
 - Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs.
 - Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
13. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
- Demonstrate that all structural best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications.
 - Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
 - Demonstrate that an adequate number of copies of the approved Project WQMP are available on-site.
 - Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
14. Prior to the issuance of a grading permit, the applicant shall provide a hydrological analysis with scaled map and calculations and hydraulic calculations to size drainage facilities per Orange County RDMD standards. Parkway culverts shall be designed per Orange County standard plan 1309, Type B. BMP's shall be sized per the requirements of the latest Technical Guidance Documents.
15. Prior to issuance of a grading permit, the applicant shall design a lighting plan within the development in a manner meeting the approval of the City Engineer.
16. Prior to the issuance of the street improvements and grading permit, provide subdivision completion bonds for all work constructed under the street, improvements and grading permit in a manner satisfactory to the City Engineer, City Attorney, and City Finance Department (Risk Management). Alternate forms of security may be considered, solely in the discretion of the City Engineer and with the concurrence of the City Attorney and City Finance Department (Risk Management).
17. The applicant shall construct the driveway entrance to the development per City of Garden Grove Standard Plan B-120 with conforming ADA landing and

pathways where public and private sidewalks intersect. All designs must conform to latest ADA standards.

18. No parallel curb parking shall be permitted anywhere on the site and Garden Grove Boulevard.
19. All parking spaces that abut to sidewalks that are not elevated with a curb face to the stall shall have wheel stops.
20. The grading plan shall provide an accessibility route for the ADA pathway in conformance with the requirements of the Department of Justice standards, latest edition.
21. Orange County Storm Water Program manual requires all contractors to provide a dumpster on-site during construction unless an Encroachment Permit is obtained for placement in street.
22. Any new or required block walls and/or retaining walls shall be shown on the grading plans. Cross sections shall show vertical and horizontal relations of improvements and property line. Block walls shall be designed in accordance to City standards or designed by a professional registered engineer.
23. All trash container areas shall meet the following requirement:
 - Paved with an impervious surface, designed not to allow run-on from adjoining areas, designed to divert drainage from adjoining roofs and pavements diverted around the area, screened or walled to prevent off-site transport of trash;
 - Provide solid roof or awning to prevent direct precipitation into the enclosure per City of Garden Grove Standard Plan B-502;
 - Provide a drain to a sanitary waste line. Connection of trash area drains to the municipal storm drain system is prohibited;
 - Potential conflicts with fire code and garbage hauling activities should be considered in implementing this source control;
 - See CASQA Storm Water Handbook Section 3.2.9 and BMP Fact Sheet SD-32 for additional information.
 - The trash shall be located to allow pick-up and maneuvering, including turnarounds, in the area of enclosures per City of Garden Grove Standard Plan B-502.
24. Grading fees shall be calculated based on the current fee schedule at the time of permit issuance.

25. The applicant shall work with Public Works to see if the existing London Plane trees can remain or if new street trees and landscaping will be required to construct street frontage improvements as identified below. All landscaping installed within the public rights-of-way shall be maintained by the applicant in a manner meeting the approval of the City Engineer. A separate street improvement plan shall be prepared for Garden Grove Boulevard and submitted to the engineering department for improvements within the existing and proposed right of way.

Garden Grove Boulevard

- Remove the existing easterly and westerly substandard driveway approaches and existing landscaping (if the London Plane trees cannot be saved) on Garden Grove Boulevard and construct new curb, gutter and sidewalk.
- The new driveway approach to the site shall be constructed in accordance with City of Garden Grove Standard Plan B-120. Standard Plan B-120 calls for a maximum width of 30-feet for commercial and multi residential projects, with any deviation from the standard to be approved by the City Engineer and detailed on the plan showing all modifications.
- Construct 8-inch curb and gutter along the property frontage at 42' from centerline in accordance with City Standard Plan B-113 (Type C-8).
- Construct an 8-foot sidewalk and landscape adjacent to the street curb in accordance with City Standard Plan B-106 and Planning Services Division direction.

Public Works Environmental Compliance Division

26. The applicant shall comply with all NPDES protocol during construction.

Public Works Water Services Division

Water Conditions

27. A new 8" main, water services and fire hydrant shall be installed and tied to the existing 6" main, which runs through the existing property to maintain the existing looped water system. The interfering portion of the 6" asbestos cement main shall be removed using BMP for removal and disposal of the asbestos cement pipe. The developer shall grant the City a blanket water main easement for the water main and appurtenances, in a form acceptable to the City.
28. Water services crossing the drainage structure shall be in a 2" diameter sleeve.

29. A composite utility site plan shall be part of the water plan approval.
30. The water system within the drive aisle shall be constructed per City standards by the developer and dedicated to the City. Bonding will be required.
31. The on-site fire hydrant shall be fully operational prior to the building footing being formed.
32. Water meters and boxes shall be installed after the new water system (including water services) passes all bacteriological and pressure tests.
33. New meters are to remain locked "off" until an account is set-up.
34. There shall be a minimum 15-foot clearance of building footings from the water main. Clearances less than 15 feet shall be reviewed and approved by Water Services staff.
35. New utilities shall have a minimum 5-foot horizontal and minimum 1-foot vertical clearance from water main and appurtenances.
36. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for the landscape system. Installation shall be per City standards and shall be tested by a certified backflow device tester immediately after installation. Cross connection inspector shall be notified for inspection after the installation is completed. The property owner(s) shall have RPPD device tested once a year thereafter by a certified backflow device tester and the test results to be submitted to Public Works, Water Services Division. Property owner(s) must open a water account upon installation of RPPD device.
37. There shall be no structures or utilities built on or crossing water or sewer main easements.
38. There shall be a minimum clearance from the sewer main and water main of 10 feet from outside of pipe to outside of pipe.
39. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
40. No permanent structures, trees, or deep-rooted plants shall be placed over the sewer main or water main.
41. Location and number of fire hydrants shall be as required by Water Services Division and the Fire Department.

Sewer Conditions

42. The applicant shall install new private sewer lateral with clean out at right-of-way line. The main in the public right-of-way shall be 6" min. dia., extra strength VCP with wedgelock joints. Each unit shall have a 4" lateral with cleanout. Inspection of lateral and tie-in shall be by the Garden Grove Sanitary District.
43. On site sewer installation shall be installed per the current California Plumbing Code (CPC) and inspected by Building Services.
44. The developer shall relocate the existing sewer main and manhole currently located on the west property line and secure a new sewer main easement for the Garden Grove Sanitary District.
45. Commercial food uses of any type shall require the installation of an approved Grease Control Device (GCD) prior to obtaining a business license.
46. If a Grease Control Device (GCD) is required it shall be installed on the waste line and maintained by the property owner. There shall be a separate sanitary waste line that will connect to the sewer lateral downstream of the GCD. All other waste lines shall be drained through the grease trap. The GCD may be located inside of the building per County Health Department requirements. Prior to City permit issuance, trap location must be approved by the Orange County Health Department as evidenced by their stamp on the plans. Owner shall maintain comprehensive GCD maintenance records and shall make them available to the City of Garden Grove upon demand.
47. Food grinders (garbage disposal devices) are prohibited within the commercial part of the work-live unit per Ordinance 6 of the Garden Grove Sanitary District Code of Regulations.

Building Services Division

48. The buildings shall be designed to comply with all provisions of the California Building Codes and City adopted amendments.
49. Buildings shall be sprinklered conforming to NFPA 13.
50. Buildings shall be provided with fire alarms.
51. 10% of the units shall be adaptable and on an accessible route. All spaces at the ground floor of the adaptable units shall be accessible. The adaptable units shall be provided with a minimum of one powder room at the ground floor.
52. The work-live units shall be accessible and shall provide an accessible restroom. The required number of fixtures shall be based on California Plumbing Code based on the function of the nonresidential area.

53. There shall be a minimum 4' wide walk/sidewalk connecting the adaptable units to the public way.
54. There shall be a minimum of one van accessible parking space serving the work-live units and one van accessible parking space serving the adaptable units.
55. The roof decks/balconies connecting the dwelling units in the rear buildings (triplexes) above the drive aisle shall be of 1-hour construction.
56. The buildings shall be of Type V-B construction facing the 28-foot wide driveway to allow unlimited openings at the garages.
57. The north and south walls of garages in the triplex plans, that are adjacent to the property lines, shall be 1-hour construction and shall continue up for a minimum of 42" above the level of the roof deck.
58. Each two-car garage shall be EVCS (Electric Vehicle Charging Station) ready with 220V hookups provided inside.
59. The roof of the dwelling units shall be "solar ready", capable of providing future solar panels.
60. The roof of the trash enclosure shall be fire sprinklered where the structure is placed within five feet of a building.

Garden Grove Fire Department

61. The applicant, developer or contractor shall submit fire sprinkler plans, as defined by NFPA 13, 2013 Edition, to the City for review and approval prior to issuance of Building permits.
62. The applicant, developer, or contractor shall submit a Fire Alarm plan, as defined by NFPA 72, 2013 Edition, to the City for review and approval prior to issuance of a Building permit.
63. Fire hydrants shall meet the specification as outline by the Fire Chief and the City's Water Department.
64. Fire hydrants shall be spaced in accordance to the California Fire Code and at the directions from the City of Garden Grove's Fire Department.
65. Fire flow requirements and/or peculiar street configurations may dictate the necessity for additional fire hydrants per California Fire Code, Appendix III-A.
66. All water mains and fire hydrants shall be installed, accessible and operable prior to any on-site use or storage of combustible materials per California Fire Code Section 8704.3.

67. Applicant, developer, or contractor shall provide Fire Apparatus access on the site prior to any flammable material being placed on-site.

Planning Services Division

68. This approval is for the construction of a 16-unit mixed-use development, with two (2) work-live units and 14 residential units. The living area of the work-live units shall be incidental to the work area of the unit and shall not be leased out separately from the work area of the unit. Interior access between the work and live areas of each unit shall be maintained. The portion of each work-live unit used for residential purposes shall at no time exceed 40 percent of the total area of the work-live unit, and no work-live unit may be converted entirely to a residential use. Each owner of a work-live unit shall at all times comply with the restrictions on uses and activities within a vertically integrated residential/commercial mixed use development set forth in Garden Grove Municipal Code section 9.18.020.070 and the use limitations, design standards, and operating requirements for work-live units set forth in Garden Grove Municipal Code section 9.18.030.360.
69. Only uses listed as permitted or conditionally permitted within the Land Use Chart, Table 9.18-1 of Section 9.18.020.030 of Title 9 of the City's Municipal Code shall be maintained in the work-live units. Auto repair uses, the storage of flammable liquids or hazardous materials beyond that normally associated with a residential use, heavy industrial uses, entertainment uses, and full service restaurants shall be prohibited. No uses that cause vibration, noise, odor, traffic or other impacts that could cause excessive impacts to the surrounding properties shall be permitted. Client and customer visits to work-live units are permitted, but shall be limited to one or two persons at a time so as to not impact on-site parking. All work associated with a non-residential use in any of the work-live units shall be done indoors. A work-live unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one member shall be the business operator. At least one of the residents of a work-live unit shall be required to have a business license with the City of Garden Grove. Up to two persons, who do not reside in the work-live unit, may work in the unit.
70. No portion of a work-live unit shall be separately rented or sold as a commercial space for any person not living in the premises or as a residential space for any person not working in the same unit.
71. Parking spaces in the garages shall maintain the ability to park two cars in a two-car garage at all times. The garages shall not be used for storage.
72. Residents shall not park or store vehicles anywhere on the site except within the designated parking spaces in the garages for their unit. The open parking shall be made available for patrons of the on-site business during all hours of operation.

73. No outside storage shall be permitted on-site. Storage of boats, recreational vehicles, or commercial vehicles on the property is prohibited.
74. All proposed walls, fences, and hedges shall be consistent with Garden Grove Municipal Code Section 9.18.130.
75. Best Management Practices shall be incorporated in the management of the site to detour and/or abate any graffiti vandalism throughout the life of the project, including, but not limited to, timely removal of all graffiti, the use of graffiti resistant coatings and surfaces, the installation of vegetation screening of frequent graffiti sites, and the installation of signage, lighting, and/or security cameras, as necessary.
76. The applicant shall submit a complete and detailed landscaping plan with irrigation systems included for review and approval by the Community and Economic Development Department prior to the issuance of a building permit. Drought tolerant plantings are encouraged. The landscape plan shall include the type (both common and botanical names), size, location, and quantity of all proposed plant material. The proposed landscaping shall be planted prior to the finalization of the building permit. The plan shall be consistent with the landscape requirements set forth and/or incorporated in the Garden Grove Municipal Code. All landscape irrigation shall comply with the City's Landscape Ordinance, associated Water Efficiency Guidelines and all recent applicable revisions from the State of California on water conservation measures shall be to the landscape plans. The landscape plan is also subject to the following:
 - a. A complete, permanent, automatic remote control irrigation system shall be provided for all landscaping areas shown on the plan. Subsurface systems are encouraged. The irrigation plan for any new trees shall have a deep-water irrigation system that shall be specified on the landscape plan. A detail of the deep-water irrigation system shall be provided for review. If sprinklers are used, they shall be low flow/precipitation sprinkler heads for water conservation.
 - b. The landscape/irrigation plan shall incorporate benches or other seating in the landscaped walkways along the side property lines. These areas are considered passive recreation areas and as such shall consist of landscape areas that incorporate pathways, waterscape, hardscape (i.e. large rocks or boulders, benches, gazebos, raised planters), and unique features that enhance the appearance, desirability, and usability of the area. The intent is to provide landscaped areas that can be utilized for walking, sitting, viewing plants and vegetation, reading, and similar types of activities.
 - c. The active recreation area shall be designed to incorporate the entire required area of 20' x 20' and shall have amenities. The common

recreation area shall include, at a minimum, landscaping, decorative paving, barbecues, benches, and tables.

- d. Landscaping shall be maximized on the site where possible. Given the areas between the garages that were intended for landscaping, have been revised to provide space for water meters, additional landscaping along the drive aisle is required. A landscape planter shall be created next to wall that is adjacent to the two visitor parking spaces at the front of the site on the east side of the drive aisle. Similarly, the other vertical building walls along the drive aisle could incorporate espaliers or vines. Provide solutions to the loss of landscaping along the drive aisle.
 - e. A bike rack shall be incorporated on the property.
 - f. Trees planted within 10-feet of any public right-of-way shall be planted in a root barrier shield.
 - g. Landscaping along Garden Grove Boulevard shall match the landscape requirements of the Garden Grove Mixed Use Zones. Parkway plantings typically include canopy trees at a distance of 30' on center in 4'-0" x 8'-0" landscape planters with underplantings of shrubs, decorative grasses and ground cover. Given site constraints and one existing street tree that may remain, the applicant will work with the Planning Services Division to develop a plan for the parkway plantings. The applicant will work with the City's Public Works Department to determine if one of the London Plane trees can be saved. Replacement or new street trees shall be Liquid Amber Rotundilobia or other species as determined by the Public Works Department.
 - h. All landscape areas, including the areas located within the public right-of-way along Garden Grove Boulevard that abuts the subject property, are the responsibility of the applicant/property owner(s).
 - i. The landscape plan shall incorporate and maintain for the life of the project those means and methods to address water run-off also identified as Low Impact Development provisions, which address water run-off. This is also to be inclusive of any applicable Water Quality Management Plan (WQMP), the Orange County Drainage Area Management Plan (DAMP), and/or other water conservation measures applicable to this type of development.
77. Enhanced concrete treatment shall be provided within the front 20-feet of the driveway along Garden Grove Boulevard, subject to the Community and Economic Development Department, Planning Division's approval. Such enhanced concrete treatment includes decorative stamped concrete or interlocking pavers, or other enhanced treatment, excluding scored and/or colored concrete. Also, the two pedestrian paths across the drive aisle shall be delineated by enhanced paving clearly differentiated from the drive aisle

- paving as well as a painted design. For these paving treatments, the color, pattern, material, and final design and configuration shall be approved by the Community and Economic Development Department, Planning Division, and shall be shown on the final site plan, grading plan, and landscape plans.
78. Hours and days of construction and grading shall be as follows as set forth in the City of Garden Grove's Municipal Code Section 8.47.010 referred to as the County Noise Ordinance as adopted:
- a. Monday through Saturday - not before 7 a.m. and not after 8 p.m. (of the same day).
 - b. Sunday and Federal Holidays - may work same hours, but subject to noise restrictions as established in section 8.47.010 of the Municipal Code.
79. Construction activities shall adhere to SCAQMD Rule 403 (Fugitive Dust) that includes dust minimization measures, the use of electricity from power poles rather than diesel or gasoline powered generators, and the use of methanol, natural gas, propane or butane vehicles instead of gasoline or diesel powered equipment, where feasible. Also, the use of solar or low-emission water heaters and the use of low-sodium parking lot lights to ensure compliance with Title 24.
80. The approval and effectiveness of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928 shall be expressly contingent upon the adoption and effectiveness of a binding Development Agreement between the applicant and the City of Garden Grove.
81. Building colors and materials samples shall be submitted to the Planning Division for review and approval prior to issuance of building permits. The buildings shall include at least one different exterior material as opposed to only different textures of stucco. The multi-toned stucco exteriors shall have a minimum of 1-inch reveal lines, windows recessed a minimum of 2-inches, varying roof heights, and decorative garage doors that are in keeping with the modern design of the building. Provide details on the storefront glazing material and color and on other railing details (balconies, etc.)
82. Each unit shall provide a separate storage area having a minimum of 300 cubic feet of private and secured storage space. The storage may be provided within the parking garage provided it does not interfere with garage use for automobile parking.
83. All signage shall comply with Chapter 20 of Title 9 of the City's Municipal Code. A sign program shall be established for the development prior to Certificate of Occupancy.

84. The developer/owner shall prepare Covenants, Conditions, and Restrictions (CC&R's) for review and approval by the City Attorney's office and Community and Economic Development Department prior to the issuance of building permits. The approved CC&R's shall be recorded at the same time that the subdivision map is recorded and two copies of the recorded CC&R's shall be provided to the Planning Division. The CC&R's shall include the following stipulations:
- a. No portion of a work-live unit shall be separately rented or sold as a commercial space for any person not living in the premises or as a residential space for any person not working in the same unit.
 - b. The portion of each work-live unit used for residential purposes shall at no time exceed 40 percent of the total area of the work-live unit and no work-live unit may be converted entirely to a residential use.
 - c. A work-live unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one member shall be the business operator.
 - d. At least one of the residents of the work-live unit shall be required to have a business license with the City of Garden Grove.
 - e. Only uses listed as permitted or conditionally permitted in the CC-3 zone and listed with the Land Use Chart, Table 9.18-1 of Section 9.18.020.030 of Title 9 shall be allowed in the work-live units. Furthermore, auto repair uses, the storage of flammable liquids or hazardous materials beyond that normally associated with a residential use, heavy industrial uses, entertainment uses, and full service restaurants shall be prohibited. No uses that cause vibration, noise, odor, traffic, or other impacts that could cause excessive impacts to the surrounding properties shall be permitted. Client and customer visits to the work-live units are permitted, but shall be limited to one or two persons at a time so as to not impact on-site parking. All work associated with a non-residential use in any of the work-live units shall be done indoors. Up to two persons, who do not reside in the work-live unit, may work in the unit.
 - f. Notice shall be provided to all occupants and users that the surrounding area may be subject to levels of noise, dust, fumes, or other effects associated with commercial and industrial uses at higher levels than would be expected in strictly residential areas. State and federal health regulations notwithstanding, noise and other standards shall be those applicable to commercial or industrial properties in the applicable zone.
 - g. All units shall maintain within the garages, the ability to park two cars at all times. Garages shall not be converted to any other use.
 - h. There shall be no business activities, day care, or garage sales conducted within or from the garages.

- i. Parking spaces in the garages shall be made available to the occupants of the unit at all times.
- j. Residents shall not park or store vehicles anywhere on the site except within the designated parking spaces in the garages for their dwelling unit. However, the open parking spaces may be utilized by residents or guests for temporary parking. Any issues arising from the use, application, or restriction of such open parking spaces shall be at the resolve of the Homeowner's Association.
- k. Best Management Practices shall be incorporated to detour and/or abate any graffiti vandalism throughout the project and the life of the project.
- l. Each residence shall be utilized as one (1) dwelling unit. No portion of any residence shall be utilized or rented as a separate dwelling unit.
- m. The CC&R's shall provide provisions for the owners a means of contacting persons responsible for site maintenance, repairs, trash pick-up, and other related matters for a development of this type. This shall also include scheduling of maintenance of such items as the recreation area and urban trail, landscape area maintenance, etc. This also includes ensuring tree overhangs do not block or hinder any vehicles such street sweepers, trash trucks, fire trucks, etc., from maneuvering on the streets within the project.
- n. No outside storage shall be permitted on-site. Storage of boats, recreational vehicles, or commercial vehicles on the property is prohibited.
- o. The CC&R shall include stipulations that maintenance of the private drive aisles, open space areas, common landscaped areas, recreation equipment, walkways, storm drain, and all sewer facilities is the responsibility of the Homeowner's Association, including the common landscaped areas and urban trail.
- p. The above stipulations shall not be modified without the approval of the City of Garden Grove. The CC&R's shall contain a provision that indicates CC&R's may not be terminated or substantially amended without the consent of the City.
- q. The CC&R's shall include language regarding Homeowner's Association responsibilities under National Pollutant Discharge Elimination System (NPDES) regulations.
- r. Each unit shall have a minimum of 300 cubic feet of storage space, which may be provided in the garage parking areas.

s. The following provisions shall be included within the CC&R's:

- i. Enforcement: The City is hereby made a party to these Declarations solely for purposes of enforcing its provisions and the Conditions of Approval of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017 and Tentative Tract Map No. TT-17928. The City, its agents, departments and employees shall have the unrestricted right and authority, but not the obligation, to enforce the provisions of these Declarations and the Conditions of Approval of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928. The City, its agents, departments and employees may further refuse to issue any building, electrical or plumbing permit that may be in violation of these Declarations or Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928 approvals. However, the City shall not be liable for failing or refusing to enforce the provisions of these Declarations or the Conditions of Approval of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928.
- ii. Assessments: The City may levy special assessments against the properties in connection with its actions to enforce the conditions of these Declarations or Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928 approvals, or to abate the violation thereof. The City shall have the same power as the Association to levy special assessments pursuant to the provisions of [SECTION] of these Declarations in the event that it incurs expenses in the enforcement of the conditions of these Declarations or Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928 approvals. Notice of intention to make such assessment shall be mailed by the City to the Owner of each affected [LOT/UNIT] affording the Owner thirty (30) days' notice to satisfy or reimburse the City's expenditure. In the event of the failure of any Owner of any affected [LOT/UNIT] to reimburse the City within thirty (30) days, notice of such assessment shall be mailed by the City to said Owner, and said assessment shall thereafter be due as a separate debt to the City within thirty (30) days following the mailing of such notice. Any such delinquent assessment may be and may become a lien upon the interest of the defaulting Owner in the Lot upon the execution by the City and the recording in the Orange County Recorder's office of a notice of delinquent assessment under the same conditions that the Association could record the same pursuant to the provisions of [SECTION]. The City may foreclose on such notice of delinquent assessment in the same manner and with the same power as the Association could foreclose on such notice pursuant to the provisions of [SECTION]. It is the intent of Declarant, which intent shall be binding upon all of Declarant's successors in interest in the Properties, that the City shall be deemed

an interest holder pursuant to the provisions of these Declarations in order to enforce the rights which have been given to the City generally in these Declarations and specifically pursuant to this Section.

- iii. Attorney Fees: The City shall be entitled to recover its attorney's fees incurred in connection with its actions to enforce the conditions of these Declarations or Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928 approvals, or to abate the violation thereof.
 - iv. Public Safety Access: The Police and Fire Department personnel may enter upon any part of the common area for the purpose of enforcing State and local laws.
85. A copy of the resolution approving Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928, including these Conditions of Approval, shall be kept on the premises at all times.
86. The permittee shall submit a signed letter acknowledging receipt of the decision approving Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928, and his/her agreement with all conditions of the approval.
87. The applicant shall, as a condition of Project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, or proceeding against the City, its officers, agents, employees and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body, or City staff action concerning Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, Tentative Tract Map No. TT-17928, and/or the associated Development Agreement (collectively, the "Project entitlements"). The applicant shall pay the City's defense costs, including attorney fees and all other litigation related expenses, and shall reimburse the City for court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award, which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. Notwithstanding the foregoing, in the event any legal action or proceeding is filed against the City and/or applicant, seeking to attack, set aside, void or annul any of the Project entitlements, applicant shall have the right and obligation to either: (1) defend the City with legal counsel mutually selected by the applicant and the office of the City Attorney; or (2) request that the City rescind the Project entitlements and mutually terminate the Development Agreement, in which case the applicant would have no obligation to defend or indemnify the City; however, applicant shall reimburse the City for any costs incurred or assessed against the City

as a result of the filing of such legal action or proceeding, provided the City acts promptly to rescind the Project entitlements.

88. The Conditions of Approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these Conditions of Approval constitute written notice of the amount of such fees. To the extent applicable, the applicant is hereby notified that the 90-day protest period, commencing from the effective date of approval of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928, has begun.

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

AGENDA ITEM NO.: C.1	SITE LOCATION: The site is located on the south side of Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard.
HEARING DATE: February 16, 2017	GENERAL PLAN: Civic Center Mixed Use
CASE NOS.: Site Plan No. SP-034-2017, CUP-097-2017, Tentative Tract Map No. TT-17928 and Development Agreement No. DA-005-2017	EXISTING ZONE: CC-3 (Civic Center Core)
APPLICANT: Far West Industries – Jorge Alvarez	APN: 100-013-09, 100-013-10, and 100-013-13
PROPERTY OWNER: Scott A. Lissoy, Trustee of the Lissoy Trust	CEQA DETERMINATION: Exempt, Section 15332 – In-Fill Development Projects

REQUEST:

A request for approval of a Site Plan to construct 16-units, two (2) work-live and 14 residential, on a vacant 28,232 square foot lot, a Conditional Use Permit for two (2) work-live units with tandem format parking, and a Tentative Tract Map to consolidate the site into a single parcel with condominiums. A Development Agreement is also included.

PROJECT STATISTICS:

	Provided	Code Requirement	Meets Code
Total Lot Size	28,232 S.F.	15,000 S.F.	Yes
Density	24 units per acre/	42 units per acre	Yes
By Total Site Area	16 units		
Work/Live	2 units		
Residential	14 units		
Total Parking	44	44	Yes
Work/Live	6	3 spaces for 2 units = 6	
Residences	38	2.25 spaces for (2) 1-bedroom units = 4.5 2.75 spaces for (12) 2-bedroom units = 33	
Recreation Area Total	5,155 S.F.	4,800 S.F. 300 S.F. per unit 16 x 300 = 4,800 S.F.	Yes
Common Area	2,929 S.F.		
Private Balcony	2,226 S.F.		
Building Setbacks			Yes
Front	0'-0"	0'-0"	
Rear	10'-0"	10'-0" to habitable space*	
sides	10'-0"	10'-0" to habitable space*	

*Does not include garage.

BACKGROUND:

The site at 11222 Garden Grove Boulevard has been vacant for many years. Longtime employees at City Hall remember a restaurant on the site and building permit records show construction of a 2,680 square foot restaurant in 1960. Other building permit records show correspondence between Building Department staff and the contractor that discuss "the coffee shop and dining room" on the site. The owner mentioned that there was a Coffee Shop on the site, built in 1955, and remembers the original name as Craig's Family Restaurant. These building records may be with the County as they pre-date the incorporation of the City of Garden Grove in 1956.

The site is three contiguous parcels on the south side of Garden Grove Boulevard, and is the second frontage east of Euclid Street. The location sits between an office building owned by Informative Research at the southwest corner of Euclid Street and Garden Grove Boulevard and the Lincoln Educational Training Center, owned by the Garden Grove School District, to the east.

The property was included in the 2012 rezoning of properties to Mixed Use and is zoned CC-3, Civic Center Core. The CC-3 zone intends to preserve the character of the Downtown by maintaining storefronts along the street with zero front setback. The storefronts are required to have large window areas along the street and tall ceiling heights. These spaces are intended to support a business use and are therefore required to be a useable size with a minimum of 40 feet in depth for 60% of the building width. The proposed commercial space extends across 100% of the building width.

DISCUSSION:

Far West Industries is proposing to construct a 16-unit project that meets the requirements of the CC-3 zone. The project includes both new commercial space in work-live units along Garden Grove Boulevard and new residential units and adds to the compact development pattern of the Downtown by providing residences within walking distance to Main Street businesses and theaters, the new Cottage Industry development, and area parks.

A request for a Tentative Tract Map will consolidate the three parcels, which have existed since the restaurant and parking lot were on the site. The Tentative Tract Map will consolidate the parcels into a single property with 16 condominium units.

The development is designed with buildings on both sides of a central drive aisle. The work-live units have commercial spaces along the sidewalk on Garden Grove Boulevard and attached residential units on top. As required by the Zoning Code, the commercial façade has 18-foot high ground floor spaces with large storefront windows.

Residential units flank the drive aisle with four (4) on each side behind the work-live units. There are two buildings at the back of the lot that each contain three (3) units.

The rear units have the only single bedroom units with one per building. All other residential units are two-bedroom.

Pedestrian entryways along each side lead to the front doors of residential units. These walkways and landscape areas along the property lines count as passive recreation areas and include benches for sitting. Accessible units are entered from open space areas in the middle of the property and have a path of travel out to the sidewalk by way of the side yard pathways. Four of the rear units are accessed from the open space areas, while one unit per building is accessed from the parking area. The rear units have the amenity of very large deck areas. The residential units along the drive aisle have balconies on the second floor that are accessed from the living rooms. The project provides more open space than required and these areas are a mix of an active recreation area, passive walkway areas, and individual decks and balconies.

Work-live units are permitted in the CC-3 zone with a Conditional Use Permit. The two (2) work-live units in the development provide the required pedestrian-oriented storefronts along Garden Grove Boulevard and allow a business operator to live above. By allowing work-live units and the tandem format for their parking spaces, the development is consistent with Policy LU-1.6 for the General Plan's Land Use Element, "to encourage workplace development in close proximity to residences in areas designated as Mixed Use". Uses in the work-live units are restricted; auto repair uses, the storage of flammable liquids or hazardous materials beyond that normally associated with a residential use, heavy industrial uses, entertainment uses, and full service restaurants shall be prohibited.

Parking meets the mixed-use requirements with two-enclosed garage spaces for each unit along with open visitor spaces. The work-live units are required to have three (3) parking spaces and through a conditional use permit can use a tandem format. The applicant is requesting a conditional use permit to have each work-live unit with two tandem spaces and an open parking space. The tandem spaces are in enclosed garages attached to the work-live units and have double doors to allow access and deliveries into the commercial space. The design of the project places four of the open visitor parking spaces, including one handicapped space, next to the commercial storefronts. Mixed-use parking standards allow for the sharing of some spaces as a daytime commercial user is typically gone by the time a residential guest needs the space at night.

The project is designed to be an attractive, modern development. The elevations incorporate different materials in a mix of colors that highlight various shapes on the buildings. The commercial elevations along Garden Grove Boulevard are designed with large storefront windows that provide views into the businesses and interesting signage. The development will be a positive addition to the Downtown Civic Center area and further the intent of "encouraging civic, educational, commercial, high-density residential, and compatible uses that enliven the City's core and work together to create a walkable, lively district that encourages interaction and engagement in community activities" (Section 9.18.010.20 Mixed Use Zones Establishment and Intent, Title 9).

DEVELOPMENT AGREEMENT:

The applicant will enter into a Development Agreement with the City. The applicant will be guaranteed four years to construct the project, and the City will receive development agreement payments from the developer in an amount not to exceed \$30,656. Development Agreement payments are designed to reduce the economic costs of new projects to the public and mitigate development-related impacts on the community. The Planning Commission recommendation on the Development Agreement will be forwarded to the City Council for final action.

RECOMMENDATION:

Staff recommends that the Planning Commission take the following actions:

1. Adopt Resolution No. 5881-17 recommending that the City Council approve Development Agreement No. DA-005-2017; and
2. Adopt Resolution No. 5880-17 approving Site Plan No. SP-034-2017, CUP-097-2017, and Tentative Tract Map No. TT-17928, subject to the recommended Conditions of Approval and City Council approval of Development Agreement No. DA-005-2017.

Lee Marino
Planning Services Manager

By: Erin Webb
Senior Planner

RESOLUTION NO. 5880-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING SITE PLAN NO. SP-034-2017, CONDITIONAL USE PERMIT NO. CUP-097-2017 AND TENTATIVE TRACT MAP NO. TT-17928 FOR THREE CONTIGUOUS PROPERTIES THAT ARE LOCATED ON THE SOUTH SIDE OF GARDEN GROVE BOULEVARD, EAST OF EUCLID STREET, AT 11222 GARDEN GROVE BOULEVARD, ASSESSOR PARCEL NOS. 100-013-09, 100-013-10, AND 100-013-13.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session, assembled on February 16, 2017, and approved Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. 17928, subject to the Conditions of Approval attached hereto as "Exhibit A", and subject to the approval of Development Agreement No. DA-005-2017 by the Garden Grove City Council.

BE IT FURTHER RESOLVED in the matter of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-1792, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Far West Industries (the "Applicant").
2. The Applicant has requested approval of a Site Plan to construct a 16-unit mixed use development that includes two (2) work-live and 14 residential units on a vacant 28,232 square foot site, a Conditional Use Permit for two work-live units with a tandem format for their parking, and a Tentative Tract Map to consolidate the site into a single parcel with condominiums. A Development Agreement incorporating these proposed land use entitlements is also proposed.
3. Pursuant to the California Environmental Quality Act (CEQA), the City of Garden Grove has determined that the proposed project is categorically exempt from the CEQA pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines (14 Cal. Code Regs., Section 15332). The proposed project consists of an in-fill development on a site of less than five acres, substantially surrounded by urban uses and which can be adequately served by all required utilities, and the project is consistent with the applicable General Plan land use designation, all applicable General Plan policies, and the applicable zoning designation and regulations. The project site has no value as habitat for endangered, rare, or threatened species. Further, approval of the proposed project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
4. The properties have a General Plan Land Use designation of Civic Center Mixed Use, and are currently zoned CC-3 (Civic Center Core). The subject site is currently vacant.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.

6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on February 16, 2017, and all interested persons were given an opportunity to be heard.
8. Concurrently with adoption of this Resolution, on February 16, 2017, the Planning Commission adopted Resolution No. 5881-17, recommending that the City Council approve Development Agreement No. DA-005-2017 for the Project. The facts and findings set forth in Planning Commission Resolution No. 5880-17 are hereby incorporated into this Resolution by reference.
9. The Planning Commission gave due and careful consideration to the matter during its meeting of February 16, 2017.

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Section 9.32.030 are as follows:

FACTS:

The site at 11222 Garden Grove Boulevard has been vacant for many years. A restaurant was previously on the site and building permit records show construction of a 2,680 sq. ft. restaurant in 1960. The owner mentioned that there was a Coffee Shop on the site, built in 1955 and remembers the original name as Craig's Family Restaurant.

The site is three contiguous parcels on the south side of Garden Grove Boulevard, and is the second frontage east of Euclid Street. It sits between the office building owned by Informative Research at the southwest corner of Euclid Street and Garden Grove Boulevard and the Lincoln Educational Training Center, owned by the Garden Grove School District, to the east.

The property was included in the 2012 rezoning of properties to Mixed Use and is zoned CC-3, Civic Center Core.

The applicant is proposing to construct a 16-unit project that meets the requirements of the Civic Center Core zoning. The project includes two (2) new work-live units along Garden Grove Boulevard and 14 new residential units.

A request for a Tentative Tract Map will consolidate the three parcels which have existed since the restaurant and parking lot where on the site. The Tentative Tract Map will consolidate the parcels into a single property with 16 condominium units.

The development is designed with buildings on both side of a central drive aisle. The work-live units have commercial spaces along the sidewalk on Garden Grove Boulevard and attached residential units on top. As required by the code, the

commercial façade has 18 foot high ground floor spaces with large storefront windows.

Residential units flank the drive aisle with four (4) on each side behind the work-live units. There are two buildings at the back of the lot that each contain three (3) units. The rear units have the only single bedroom units; one per building. All other residential units are 2-bedroom.

The project provides more open space than required and these areas are a mix of an active recreation area, passive walkway areas, and individual decks and balconies.

Work-live units are permitted in the CC-3 zone with a Conditional Use Permit. The two (2) work-live units in the development provide the required pedestrian-oriented storefronts along Garden Grove Boulevard and allow a business operator to live above. The work-live units implement Policy LU-1.6 for the General Plan's Land Use Element, "to encourage workplace development in close proximity to residences in areas designated as Mixed Use". Uses in the work-live units are restricted to make the project compatible with the other residences on the site and the surrounding area.

Parking meets the mixed-use requirements with 2-enclosed garage spaces for each unit along with open visitor spaces. The work-live units are permitted to provide a tandem format for their parking through a conditional use permit. The work-live units will be adequately parked as the design of the project places four open parking spaces including one handicapped space next to the commercial storefronts along with the two private tandem spaces in the garages of the work-live units. Mixed-use parking standards allow for the sharing of some spaces as a daytime commercial user is typically gone by the time a residential guest needs the space at night.

The project is designed to be an attractive, modern development. The development furthers the intent of Downtown Civic Center by "encouraging civic, educational, commercial, high-density residential, and compatible uses that enliven the City's core and work together to create a walkable, lively district that encourages interaction and engagement in community activities" (Section 9.18.010.20 Mixed Use Zones Establishment and Intent, Title 9).

FINDINGS AND REASONS:

SITE PLAN:

1. The Site Plan is consistent with the General Plan and complies with the spirit and intent of the provisions, conditions and requirements of the Municipal Code and other applicable ordinances.

The subject site has a General Plan land use designation of Civic Center Mixed Use (CCMU) and is zoned CC-3 (Civic Center Core). The proposed project of 16 units, two (2) work-live and 14 residential, with commercial storefronts along the Garden Grove Boulevard frontage meets the intent of the Civic Center Land Use designation from the General Plan that calls for "mid-rise, mixed use buildings that have a human scale and front on pedestrian-friendly streets". "These buildings are to be articulated with first-floor shops and have offices or residences above." The proposal is consistent with several policies from the General Plan's Land Use Element including: Policy LU-1.2 – to encourage modern residences in areas designated as Mixed Use and Policy LU-1.4 – to encourage active and inviting pedestrian-friendly street environments that include a variety of uses. The Site Plan complies with both the spirit and intent of the provisions, conditions, and requirements of the Municipal Code and other applicable ordinances. The proposal complies with the requirements of the CC-3 zone to allow multiple-family residential projects on the subject site only with a commercial component along Garden Grove Boulevard. The design of the site, placement of buildings, the area and size of the open space areas, the number of on-site parking spaces, and the landscape areas are all consistent with the development standards of the CC-3 zone.

2. The proposed development does not adversely affect essential on-site facilities such as off-street parking, loading and unloading areas, traffic circulation and points of vehicular and pedestrian access.

The proposed development has been designed to meet the Code's requirements for access, on and off-site circulation and off-street parking. The plans have been reviewed by the City's Traffic Engineering Division and a technical study on traffic was prepared to determine that the project will have no adverse impacts to surrounding streets. The site provides sufficient parking to accommodate the two (2) proposed work-live units and the 14 residential units.

Furthermore, the City's Fire Department has also reviewed the plans, and all appropriate conditions of approval will eliminate any adverse impacts to surrounding streets should there be an emergency.

3. The development, as proposed, will not adversely affect essential public facilities such as streets and alleys, utilities and drainage channels.

The streets in the area will be adequate to accommodate the proposed development once the developer provides the necessary improvements for the project. The proposed mixed-use project will not adversely affect essential public facilities such as streets and alleys, utilities, and drainage channels. Utilities and drainage channels in the area are adequate to accommodate the development.

The proposed development will also provide landscaping and proper grading of the site in order to maintain proper drainage in the area. The Public Works Engineering and Water Services Division have reviewed the plans.

4. The project will not adversely impact the City's ability to perform its required public works functions.

The project has been reviewed by the Public Works Department. The applicant has worked with the Public Works Department on the location of the water lines, water meters, and sewer line. Therefore, the project will not adversely impact the City's ability to perform its required public works functions.

5. The development does have a reasonable degree of physical, functional, and visual compatibility with neighboring uses and desirable neighborhood characteristics.

Development standards for the CC-3 zone require that the building frontages and storefronts on the subject site be brought towards the sidewalk forming a consistent streetwall to enhance the pedestrian environment and maintain the desired character of the Downtown. The large storefront windows and tall ceiling heights of the commercial storefronts create interest along the sidewalk. The project is located between an office building and the Lincoln Continuation School and its modern, attractive design will enhance the area and be compatible with the mix of uses already occurring in the Downtown.

6. Through the planning and design of buildings and building placement, the provision of open space landscaping and other site amenities will attain an attractive environment for the occupants of the property.

The project has been designed to meet the CC-3 zone requirements for mid-rise housing that is denser and more urban. The open space is provided in a mix of private balconies and roof decks, along with an active recreation area and passive walkways. The project is designed with attractive modern architecture, interesting signage, pedestrian path gateways, landscaped walkways that connect the buildings and other amenities that create an attractive environment. All landscaped areas are required to adhere to the landscaping requirements of the Title 9 of the Municipal Code. Through the conditions of approval for the project, the necessary protection and maintenance of all landscaping will be achieved.

CONDITIONAL USE PERMIT:

1. That the proposed use will be consistent with the City's adopted General Plan and redevelopment plan.

The proposed mixed-use development is consistent with the General Plan Land Use Designation of the property, Civic Center Mixed Use, as the design includes both commercial work-live units at the front and residential units on the rest of the site. The work-live units provide the required pedestrian-oriented storefront along Garden Grove Boulevard and allow at least one of the business operators to live above. By allowing work-live units and the tandem format for their parking spaces, such units are encouraged and consistent with Policy LU-1.6 of the General Plan's Land Use Element, to encourage workplace development in close proximity to residences in areas designated as Mixed Use.

2. That the requested use at the location proposed will not adversely affect the health, peace, comfort, or welfare of the persons residing or working in the surrounding area.

The surrounding area is part of the Civic Center and developments are intended to enhance and maintain the best characteristics of the Downtown by having compact development within a pedestrian-oriented district that provides opportunities for people to engage in civic, business, educational and recreational activities near their homes. Parking can be built to respond to the ability of uses to share parking based on their functions and demands. Therefore, the proposed mixed use development will maintain important aspects of the Downtown. The work-live units provide the required commercial storefronts along the street with zero front setback. Development standards require that the commercial spaces be a useable size with a minimum of 40 feet in depth for 60% of the building width. The proposed commercial space extends across the entire front of the buildings.

To protect the health, peace, comfort, and welfare of people living in the area, uses in the work-live units are restricted and do not allow auto repair or auto maintenance uses nor any use that stores flammable liquids or hazardous materials beyond that normally associated with residential use. The requested tandem format for the garages of the work-live units will be limited to the two private parking spaces and not affect the open visitor space provided at the storefront. Also, the design of the project places four open parking spaces including one handicapped space next to the commercial storefronts. Mixed-use parking standards allow that some portion of visitor parking spaces can be shared as daytime commercial users leave before most residential guests arrive at night. Conditions of approval will require that space for vehicle parking will be maintained in garages and that this requirement will be included in the CC&Rs.

3. The proposed use will not interfere with the use, enjoyment, or valuation of the property of other persons located in the vicinity of the site.

The proposed mixed-use project will not unreasonably interfere with the use, enjoyment, or valuation of the property of other persons located within the

vicinity of the site. Rather, the development will enhance a vacant lot with an attractive, modern development that meets the requirements to provide pedestrian-oriented storefronts along the Garden Grove Boulevard frontage. People within the vicinity will be able to use the services of the commercial business. New modern construction will add to the valuation of properties in the area. The tandem format for the work-live units, allows flexibility to design an adequately sized commercial space and its attached living spaces. There is adequate parking on the site to accommodate the two work-live units and the 14 residential units.

4. The proposed use will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare.

The mixed use development is consistent with the allowable uses for the CC-3 zone and will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare. Pursuant to the conditions of approval, only uses permitted or conditionally permitted in the CC-3 zone may be maintained in the live-work units; auto repair uses, and the storage of flammable liquids or hazardous materials beyond that normally associated with a residential use, heavy industrial uses, entertainment uses, and full service restaurants will be prohibited; no uses that cause vibration, noise, odor, traffic or other impacts that could cause excessive impacts to the surrounding properties shall be permitted; and all work associated with a non-residential use in any of the work-live units shall be done indoors. In addition, Chapter 9.18 of the Garden Grove Municipal Code contains express restrictions on the use and operation of work-live mixed use projects. Provided that proposed work-live mixed-use development adheres to the conditions of approval for the life of the project and the code requirements for the operation of the work-live units, the proposed project will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare.

5. That the proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in this title or as is otherwise required in order to integrate such use with the uses in the surrounding area.

The proposed project has been designed to comply with the development standards and requirements of the CC-3 (Civic Center Core) zone. The site is adequate in size and shape to accommodate the new structures and associated site improvements, which include parking facilities, landscaping, and development walls. The commercial storefronts were required to be close to the sidewalk along Garden Grove Boulevard, within zero to five feet. The tandem format parking spaces for the work-live units are of the required size and double doors provide access to the commercial space for ease of use.

6. The proposed site is adequately served by highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic to be generated, and by other public or private service facilities as required.

The site is adequately served by Garden Grove Boulevard and the development of the project will include an accessible driveway providing both ingress and egress. The site is also adequately served by the public service facilities required such as public utilities: gas, electric, water, and sewer facilities.

TENTATIVE TRACT MAP:

All findings for approval of the proposed Tentative Tract Map under Section 9.40.060 (Tentative Maps – Findings Required) of the Garden Grove Municipal Code and State law can be made.

1. That the proposed map is consistent with the General Plan.

The proposed tentative map will facilitate a development project consisting of 16-units, two (2) work-live and 14 residential, with commercial storefronts along Garden Grove Boulevard, which meets the intent of the General Plan Civic Center Land Use designation and is consistent with several policies from the General Plan Land Use Element including: Policy LU-1.2 – to encourage modern residences in areas designated as Mixed Use; Policy LU-1.4 – to encourage active and inviting pedestrian-friendly street environments that include a variety of uses, and; Policy LU-1.6 – to encourage workplace development in close proximity to residences in areas designated as Mixed Use.

2. The design and improvement of the proposed subdivision is consistent with the General Plan.

The proposed map is consistent with the General Plan in that it allows the development of a mixed use project with commercial storefronts along Garden Grove Boulevard and residential units on the rest of the site. The three lots existed under the previous development of a restaurant and its parking lot on the overall site. The Tentative Tract Map has been reviewed by the City's Engineering Division and determined to be consistent with the General Plan.

3. The site is physically suitable for the proposed type of development.

The consolidated site can accommodate the proposed development and meet all the development standards and City requirements.

4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The requirements of the California Environmental Quality Act have been satisfied.

5. The requirements of the California Environmental Quality Act have been satisfied.

Pursuant to the California Environmental Quality Act (CEQA), the City of Garden Grove determined that the proposed project is categorically exempt from the CEQA pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines (Cal. Code Regs., Section 15332).

6. The site is physically suitable for the proposed density of the development.

As stated in No. 3 above, the consolidated site can accommodate the proposed development of 16 units and meet all the development standards and City requirements. The proposal is for a density of 24 units per acre, while the code would allow a density of 42 units per acre.

7. The design of the subdivision and the proposed improvements are not likely to cause serious public health problems.

Tentative Tract Map No. TT-17928 is to consolidate three lots into a single lot and sell the units as condominiums. The proposed improvements are typical of similar sized developments in town and have been reviewed by all City Departments to determine that serious public health problems are not likely.

8. That the design of the subdivision and the proposed improvements will not conflict with easements of record established by court judgement acquired by the public at large for access through or use of property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided, and that these will be substantially equivalent to the ones previously acquired by the public;

No such easements for public access are associated with the subject parcels. In addition, the property is not subject to the Williamson Act contract, an open space easement, or conservation easement.

9. The design and improvements of the proposed subdivision are suitable for the uses proposed, and the subdivision can be developed in compliance with the applicable zoning regulations.

The design of the condominium subdivision creates a suitable environment for the work-live and residential uses proposed and meets all applicable zoning regulations. The proposal will construct an attractive development with code compliant parking facilities, landscaping, open space, circulation, and other amenities.

10. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision (Gov. Code Sec. 66473.1).

The developer is required to provide power in the garage that will allow for EVCS (electric vehicle charging stations) in the future. Also, the dwelling unit roofs shall be "solar ready" and therefore, capable of providing future solar panels.

11. The design, density and configuration of the subdivision strikes a balance between the effect of the subdivision on the housing needs of the region and of public service needs. In addition the character of the subdivision is compatible with the design of the existing structures and the lot sizes of the subdivision are substantially the same as the lot sizes within the general area.

The subdivision strikes a good balance of providing the Downtown character of interesting storefronts along Garden Grove Boulevard and providing modern residential units within walking distance of shops, restaurants, and parks. The Tentative Tract Map (TT-17928) is to consolidate three underlying parcels into a single parcel and create 16 condominium units. The lot size is similar to other multi-family developments in the area and the unit sizes are typical of current market trends. The subdivision meets the intent of the General Plan and Civic Center zoning to create an interesting mix of uses in the pedestrian-oriented Downtown district.

12. The subject property is not located within a state responsibility area or a very high fire hazard severity zone, the proposed is served by local fire suppression services, and the proposed subdivision meets applicable design, location, and ingress-egress requirements.

The proposal has been reviewed by the City's Fire Department and meets all applicable design, location, and ingress-egress requirements. The subject property is not located within a state responsibility area or a very high fire hazard severity zone.

13. The discharge of waste from the proposed subdivision into the existing sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board. The conditions of approval for on- and off-site improvements will ensure permitted capacity of the public sewer system is not exceeded.

The proposal has been reviewed by the City's Public Works, Water Services Division, to ensure compliance with applicable requirements by the California Regional Water Quality Control Board. The Water Services Division has crafted extensive Conditions of Approval to further ensure that the sewer system meets all requirements and that all on- and off-site improvements ensure the permitted capacity of the public sewer system is not exceeded.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

In addition to the foregoing, the Planning Commission incorporates herein by this reference, the facts and findings set forth in the staff report.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Site Plan, Conditional Use Permit, and Tentative Tract Map possess characteristics that would indicate justification of the request in accordance with Municipal Code Sections 9.32.030 and 9.40.060.
2. In order to fulfill the purpose and intent of the Municipal Code, and, thereby, promote the health, safety, and general welfare, the attached Conditions of Approval (Exhibit "A") shall apply to Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928.
3. Approval of this Site Plan, Conditional Use Permit, and Tentative Tract Map shall be contingent upon the approval of Development Agreement No. DA-005-2017 by the Garden Grove City Council.

Adopted this 16th day of February, 2017

ATTEST:

/s/ ANDREW KANZLER
VICE CHAIR

/s/ JUDITH MOORE
SECRETARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on February 16, 2017, by the following vote:

AYES: COMMISSIONERS: (5) BARKER, KANZLER, NUYGEN, PAREDES,
ZAMORA
NOES: COMMISSIONERS: (0) NONE

/s/ JUDITH MOORE
SECRETARY

PLEASE NOTE: Any request for court review of this decision must be filed within 90 days of the date this decision was final (See Code of Civil Procedure Section 1094.6).

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is March 9, 2017.

RESOLUTION NO. 5881-17

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING APPROVAL OF DEVELOPMENT AGREEMENT NO. DA-005-2017 FOR A MIXED-USE DEVELOPMENT ON THREE CONTIGUOUS PROPERTIES LOCATED ON THE SOUTH SIDE OF GARDEN GROVE BOULEVARD, EAST OF EUCLID STREET, AT 11222 GARDEN GROVE BOULEVARD.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session, assembled on February 16, 2017, does hereby recommend City Council approval of Development Agreement No. DA-005-2017, for a 16-unit, work-live and residential, mixed-use development (the "Project") on land consisting of three contiguous properties, on the south side of Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard, Assessor's Parcel Nos. 100-013-09, 100-013-10, 100-013-13 (collectively, the "Property").

BE IT FURTHER RESOLVED in the matter of Development Agreement No. DA-005-2017, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The subject case was initiated by Far West Industries and Scott Lissoy, Trustee of the Lissoy Trust (the "Applicant").
2. The Applicant has requested approval of a Site Plan to construct a 16-unit mixed-use development that includes two (2) work-live and 14 residential units on a vacant 28,232 square foot site, a Conditional Use Permit for two (2) work-live units with a tandem format parking, and a Tentative Tract Map to consolidate the site into a single parcel with condominiums. A Development Agreement incorporating these proposed land use entitlements is also proposed.
3. Pursuant to the California Environmental Quality Act CEQA), the City of Garden Grove has determined that the proposed project is categorically exempt from the CEQA pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines (14 Cal. Code Regs., Sec. 15332). The proposed project consists of an in-fill development on a site of less than five acres, substantially surrounded by urban uses and which can be adequately served by all required utilities, and the project is consistent with the applicable General Plan land use designation, all applicable General Plan policies, and the applicable zoning designation and regulations. The project site has no value as habitat for endangered, rare, or threatened species. Further, approval of the proposed project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
4. The Property has a General Plan Land Use designation of Civic Center Mixed Use, and is currently zoned CC-3 (Civic Center Core). The subject site is currently vacant.

5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on February 16, 2017, and all interested persons were given an opportunity to be heard.
8. Concurrently with adoption of this Resolution, on February 16, 2017, the Planning Commission adopted Resolution No. 5880-17 approving Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928, subject to specified Conditions of Approval, and approval of Development Agreement No. DA-005-2017 by the Garden Grove City Council. The facts and findings set forth in Planning Commission Resolution No. 5880-17 are hereby incorporated into this Resolution by reference.
9. The Planning Commission gave due and careful consideration to the matter during its meeting on February 16, 2017 and considered all oral and written testimony presented regarding the project.

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission, as required under Municipal Code Section 9.32.030, are as follows:

FACTS:

The property is approximately 28,232 square feet and is currently vacant. The previous use on the site was a restaurant with parking lot.

The property has a General Plan Land Use designation of Civic Center Mixed Use and is zoned CC-3 (Civic Center Core).

The applicant proposes to construct a 16-unit mixed-use condominium development that includes two (2) work-live units and 14 residential units on the property pursuant to Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928. The maximum building height will be three (3) stories with an overall height not to exceed 37'-0" and the 16 units will range in size from 1,453 square feet to 2,327 square feet for the residences and 3,398 square feet for the work-live units. Pursuant to the proposed Development Agreement with the City, the applicant will be guaranteed four years to construct the Project in accordance with Site Plan No. SP-034-2017, CUP-097-2017, and Tentative Tract Map No. TT-17928 and the City will receive a development agreement payment in an amount not to exceed \$30,656.00 to reimburse the City for the cost of certain City services required by the Project that are not otherwise being reimbursed to the City.

1. The Development Agreement is consistent with the General Plan.

The proposed project of 16-units, two (2) work-live and 14 residential, with commercial storefronts along Garden Grove Boulevard meets the intent of the General Plan Civic Center Land Use designation and is consistent with several policies from the General Plan Land Use Element including: Policy LU-1.2 – to encourage modern residences in areas designated as Mixed Use; Policy LU-1.4 – to encourage active and inviting pedestrian-friendly street environments that include a variety of uses, and; Policy LU-1.6 – to encourage workplace development in close proximity to residences in areas designated as Mixed Use.

In addition to the foregoing, the Planning Commission incorporates herein by this reference, the facts and findings set forth in the staff report and in Resolution No. 5880-17.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. The Development Agreement possesses characteristics that would indicate justification of the request in accordance with Government Code Section 65864 et. seq, provisions for Development Agreements.

Adopted this 16th day of February, 2017

/s/ ANDREW KANZLER
VICE CHAIR

/s/ JUDITH MOORE
SECRETARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on February 16, 2017, by the following vote:

AYES: COMMISSIONERS: (5) BARKER, KANZLER, NUYGEN, PAREDES, ZAMORA
NOES: COMMISSIONERS: (0) NONE

/s/ JUDITH MOORE
SECRETARY

PLEASE NOTE: Any request for court review of this decision must be filed within 90 days of the date this decision was final (See Code of Civil Procedure Section 1094.6).

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is March 9, 2017.

MINUTE EXCERPT

GARDEN GROVE PLANNING COMMISSION

PUBLIC HEARING – SITE PLAN NO. SP-034-2017, CONDITIONAL USE PERMIT NO. CUP-097-2017, TENTATIVE TRACT MAP NO. TT-17928-2017, DEVELOPMENT AGREEMENT NO. DA-005-2017. FOR PROPERTY LOCATED AT 11222 GARDEN GROVE BOULEVARD, SOUTH SIDE OF GARDEN GROVE BOULEVARD, EAST OF EUCLID STREET.

Applicant: WILL INGRAM (FAR WEST INDUSTRIES)

Date: February 16, 2017

Request: Site Plan approval to construct 16 units consisting of two (2) work-live units and 14 residential units, on a vacant 25,000 square foot lot, in conjunction with a Conditional Use Permit to use the tandem format for the work-live parking spaces. Also, a request for Tentative Tract Map approval to create the units as condominiums. A Development Agreement is also proposed. The site is in the CC-3 (Civic Center Core – 3) zone. This project is exempt pursuant to CEQA Section 15332 – In-Fill Development Projects.

Action: Public Hearing held. Speaker(s): Scott Lissoy, Jorge Alvarez, Diane Streich.

Action: Resolution Nos. 5880-17 and 5881-17 were approved.

Motion: Zamora Second: Nuygen

Ayes: (5) Barker, Kanzler, Nuygen, Paredes, Zamora

Noes: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Consideration of appointments to the Administrative Board of Appeals. (Continued from the March 14, 2017, meeting.) (<i>Action Item</i>)	Date:	3/28/2017

OBJECTIVE

To transmit to the City Council the list of applicants received by the City Clerk's Office for the 2017 Administrative Board of Appeals.

BACKGROUND

At the February 14, 2017, February 28, 2017, and March 14, 2017, City Council meetings, appointments to the Administrative Board of Appeals were continued to the March 28, 2017, meeting.

DISCUSSION

Attached is the list of applicants for the Administrative Board of Appeals.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

It is recommended that the City Council:

- Consider the attached list of applicants for the 2017 appointments to the Administrative Board of Appeals.

ATTACHMENTS:

Description	Upload Date	Type	File Name
List of applicants for the Administrative Board of Appeals	2/23/2017	Backup Material	2017_Applications_-_Administrative_Board_of_Appeals.pdf

2017 COMMISSION APPLICANTS

ADMINISTRATIVE BOARD OF APPEALS (5 Members)

Arestegui, Arturo
Dankner, Gerald
Degner, Adam
Khan, Ruhina
Manriquez, Raquel
Newbold, Brian (Admin)
Nguyen, Ha
Nguyen, Vong
Trinh, Tina

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of an Agreement with i.i. Fuels, Inc., to purchase fuel for City vehicles and equipment. (Cost: \$4,320,000 for five years.) (<i>Action Item</i>)		
		Date:	3/28/2017

OBJECTIVE

To secure City Council approval for an agreement with i.i. Fuels, Inc., for the purchase of fuel for City vehicles and equipment through the California State University, San Bernardino contract #SBCMP0000045270.

BACKGROUND

The Public Works Department is responsible for the purchase of fuel for over 490 pieces of equipment, which consume an average of 216,000 gallons of fuel per year. Experience has shown that joining with other public agencies to purchase fuel enhances the City's buying power.

DISCUSSION

In these joint contracts, the pricing of fuel is tied to the industry-accepted benchmark service for fuel supply contracts, known as the Oil Price Information Service (OPIS). The cost to the City is determined by the hourly fluctuating price listed by OPIS. A fixed charge is then applied to determine the final cost per gallon. The City does not pay federal tax or California use tax. City staff recommends piggybacking on the results of the California State University, San Bernardino public bidding program (#SBCMP0000045270) for the purchase of fuel. i.i. Fuels, Inc. has agreed to provide fuel at the same cost as shown in the California State University, San Bernardino bid process. This is a three-year contract with the option to extend the agreement for an additional two years. The results of this review were as follows:

i.i. Fuels, Inc.	Unleaded: OPIS +0.015
	Diesel: OPIS +0.015

FINANCIAL IMPACT

The financial impact is \$864,000 per year to the Vehicle Maintenance operating budget. This is a not to exceed the amount of \$2,592,000 for three years.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached agreement with i.i. Fuels, Inc., in the amount of \$2,592,000 for three (3) years, with an option to extend for an additional two (2) years, at a cost of \$864,000 per option year, for a total of \$4,320,000 over five (5) years for the purchase of fuel; and
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as necessary.

By: Phillip Carter, Facilities Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	3/16/2017	Backup Material	i.i._Fuels_Agreement_3-28-17.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **i.i. FUELS, INC.**, a California corporation, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Furnish all materials, equipment, and labor for fuel procurement and management services.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of three (3) years from full execution of the agreement, with an option to extend said agreement additional two (2) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause at any time. In such event, the CITY will compensate CONTRACTOR for fuel delivered and work performed to date in accordance with Section 3, below, and Contractor's Proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal, including, without limitation, managing the procurement of fuel for the City of Garden Grove, procuring and delivering and/or arranging for delivery of fuel as directed by CITY, and assisting CITY with compliance with related regulatory and reporting requirements. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work or fuel purchased.

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

- 3.1 **AMOUNT.** In consideration of all services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be compensated at the fixed fee rate of \$0.015 per gallon of fuel delivered and all services described in the proposal, payable in arrears and in accordance with the Proposal. In addition, CITY shall reimburse CONTRACTOR for all fuel purchased and delivered by CONTRACTOR on behalf of CITY at the cost paid by CONTRACTOR.
- 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and additional compensation for such extra work shall be allowed only if prior written approval from CITY is obtained.
- 3.3 **Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to fuel and services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 **Termination.** CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

- 4.1 **INSURANCE AMOUNTS.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in the amount of \$5,000,000 per occurrence; coverage to include XCU (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. Endorsements for primary and non-contributory.
 - (b) Automobile liability in the amount of \$5,000,000 combined single limit; Policy must be endorsed to delete pollution exclusion. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Automobile pollution in an amount of \$5,000,000 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.
- (c) Professional liability in the amount of \$1,000,000 per occurrence; 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. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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.

MSC 90 Endorsement for the policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
I.I. Fuels
Attn: Ken Bishop
21163 Newport Coast Drive #442
Newport Beach, CA 92657
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a

limitation upon the amount of indemnification to be provided by CONTRACTOR.

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
i.i. FUELS, INC.

By: _____

Name: Ken Bishop

Title: President

Date: 3/15/2017

Tax ID No. 30-0316199

Contractor's License: 703190

Expiration Date: 2/28/2018

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

APPROVED AS TO FORM:

Omar Sandoval
Garden Grove City Attorney

3-15-17

Implementation Plan

Automation of the Veeder Root is an option and **not** mandatory and requires purchase of fax modem card and designated analog phone line. Because you have weeks between deliveries it is not necessary to automate your tank. We can simply get data from you once or twice a week and we can create your tank profile that way, avoiding any additional costs.

Your customized 24/7 Tank Compliance System will still be available for you either way.

Additional key steps involved in the implementation process include the following:

- Optional Communication(existing Ethernet, phone line)
- Accounting/payables integration

Pricing

Option 1: Fuel Management Fee

i.i. Fuels will charge CGG a fixed per gallon management fee of \$.015 for all services described in this proposal per CSU San Bernardino Fuel Management Contract #SBCMP0000045270. We estimate that outsourcing fuel procurement and management to i.i. Fuels will reduce CGG's total annual fuel costs between 15%-25%.

i.i. Fuels is the Right Fuel Partner for CGG

i.i. Fuels' one-of-a-kind, revolutionary fusion of fuel industry expertise, cutting-edge innovation, and exceptional client care ensure its continuing leadership as the premier fuel outsourcing solution.

i.i. Fuels saves its customers money each year by managing fuel needs throughout the supply chain. Our value proposition is simple: We manage your total fuel needs. You enjoy streamlined operations and cost savings.

As your fuel champion, i.i. Fuels:

- Optimizes your fuel procurement;
- Streamlines your fuel operations; and
- Reduces your overhead costs.

Optimizing Fuel Procurement

i.i. Fuels monitors fuel prices and evaluates short-term market trends, forecasts demand based on your historic usage patterns, then determines the optimum day and time to buy your fuel.

Streamlining Operations

From cost efficient refill decisions to payables to regulatory compliance, managing your fuel operations is cost and time intensive. Using patented systems and market expertise, we handle your fuel management processes for you, so that you can focus on mission critical activities. Key processes include:

- Fuel Supply Ordering
- 24/7 Tank Monitoring, where available
- Payables
- Tax reporting
- Regulatory compliance and reporting

Reducing Overhead Costs

Outsourcing fuel procurement and management to i.i. Fuels means that your people can focus on mission critical activities rather than on fuel-related issues.

[illegible]

ATTACHMENT "A"



FUELS inc

i.i. Fuels

Fuel Management • Strategies & Support • UST/AST Maintenance • UST/AST Compliance



GARDEN GROVE

Fuel Management Proposal to City of Garden Grove

February 9, 2017

Submitted to:

Phillip Carter
City of Garden Grove
Public Works Supervisor
Equipment Maintenance Section

Submitted by:

Ken Bishop
Ericka Zenz
i.i. Fuels, Inc.
714-960-2978
877-4438357
www.iifuels.com
www.FuelSight.com

Executive Overview

i.i. Fuels, Inc. is pleased to present this proposal to City of Garden Grove (CGG) to be your fuel champion. Whether we can automate your current Veeder Root TLS System for communication or not, CGG has a slow moving tank so that refill data can be collected manually and all of our cost savings programs can still be maximized.

CGG purchases approximately 216,000 gallons of bulk fuel a year. Fuel is purchased on demand or just-in-time; that is, when the tanks reach a certain level. No Fuel Market positioning is considered when placing refill orders.

CGG's current situation is characterized by:

- Higher than desired fuel costs and operating expenditures
- Traditional fuel purchasing practices

i.i. Fuels - Proposed Goals

- Reduce Total Fuel Expenditures

As part of our proposed program i.i. Fuels will implement cost savings measures across the entire fuel supply chain.

- Improve operational efficiencies

By outsourcing fuel procurement and management to i.i. Fuels, CGG will gain access to industry best practices and technology solutions that increase efficiencies. For example, i.i. Fuels will handle all fuel refill decisions, selecting the optimal Fuel Market timing and price for each load.

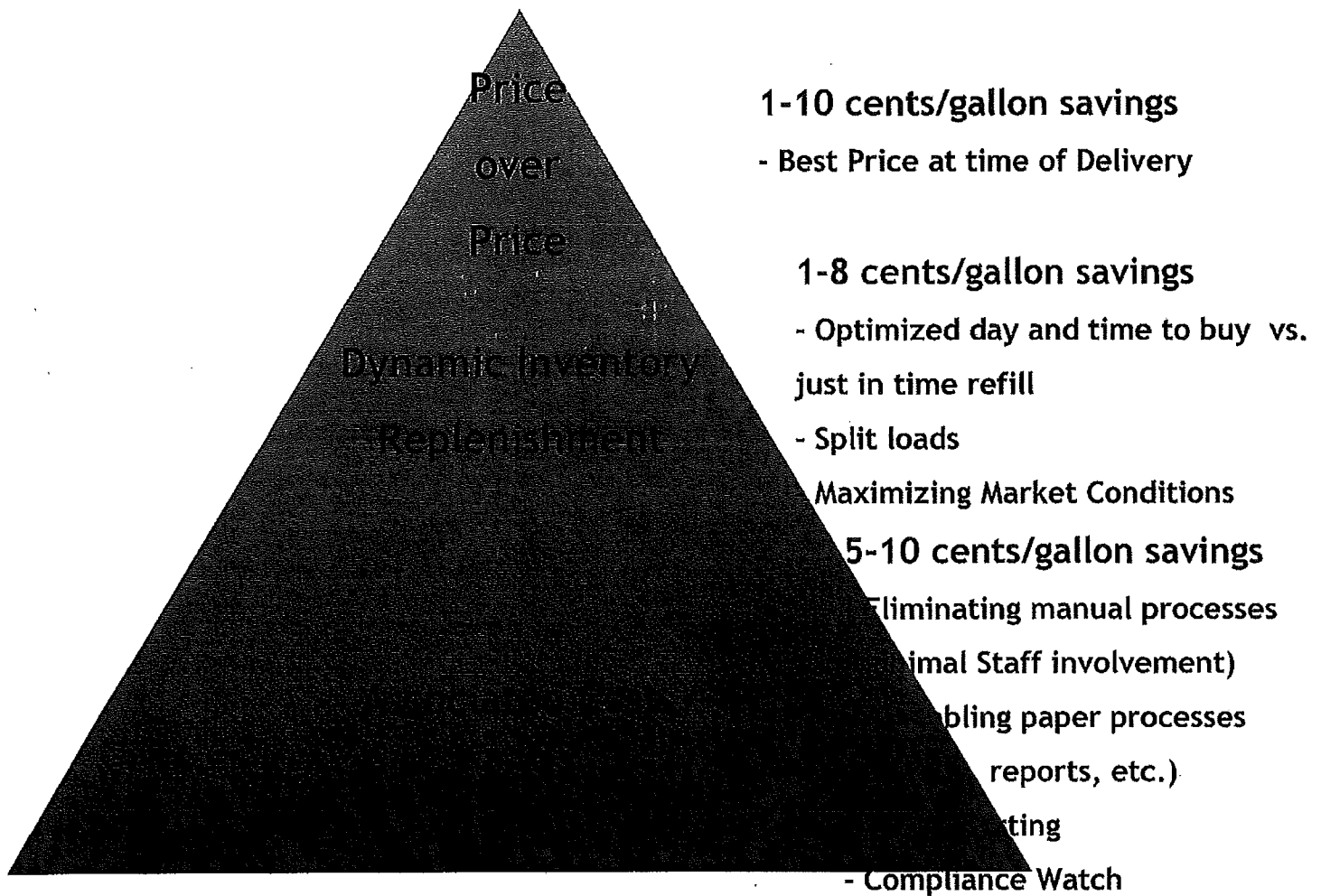
- Increase control over documentation of environmental requirements

Given the potential liability if a site is not adequately prepared for an EPA inspection, i.i. Fuels offers an exceptional environmental support program, which includes tank monitoring(where available), electronic documentation of alarms and corrective actions and consolidated data capture through a secure Web interface. All tank testing documentation is stored electronically and can be accessed through a password protected web site 24/7. i.i. Fuels will also schedule and perform all testing so that no testing is ever late.

- Seek innovation in purchasing and managing fuel

As an innovator in the industry, i.i. Fuels is continually exploring new ways of reducing costs throughout the supply chain.

In summary, i.i. Fuels is a one-of-a-kind, revolutionary fusion of fuel industry expertise, cutting-edge innovation, and exceptional client care make us the right fuel partner for CGG.



These standards of excellence have achieved savings for our clients of 15%-25% on their bottom line.

Proposed Fuel Outsourcing Solution

Optimizing Fuel Procurement

Making the Refill Decision

Currently, the decision to purchase fuel is based on demand or just-in-time; that is, when a tank reaches a certain inventory level. Based on an extensive audit of invoices and conversations with CGG, there is an opportunity to optimize fuel buying through modifying the buying schedule to take advantage of price fluctuations in the market. We have found that our clients lose market leverage when they order fuel based on inventory levels alone.

Our online tank monitoring system enables i.i. Fuels to make smarter refill decisions by monitoring fuel prices and evaluating short-term market trends, forecasting demand based on your historic usage patterns, then determining the optimum day and time to buy your fuel. Our Dynamic Inventory Replenishment process results in reduced fuel costs as compared to your historical purchasing pattern - buying based on a specific tank level.

Performance benchmarks include:

- Reduced fuel costs through:
 - Improved market timing
 - Improved inventory management

Streamlining Operations

Tax Reporting

The process of collecting the information needed to generate the fuel tax returns is paper and time intensive. i.i. Fuels can support collection of the information needed to manage tax reporting, reducing the time your organization spends on this activity. This results in increased reporting accuracy.

Performance benchmarks include:

- Significant reduction in time spent in preparing tax reporting documentation
- Increase in reporting accuracy

Regulatory Compliance and Reporting

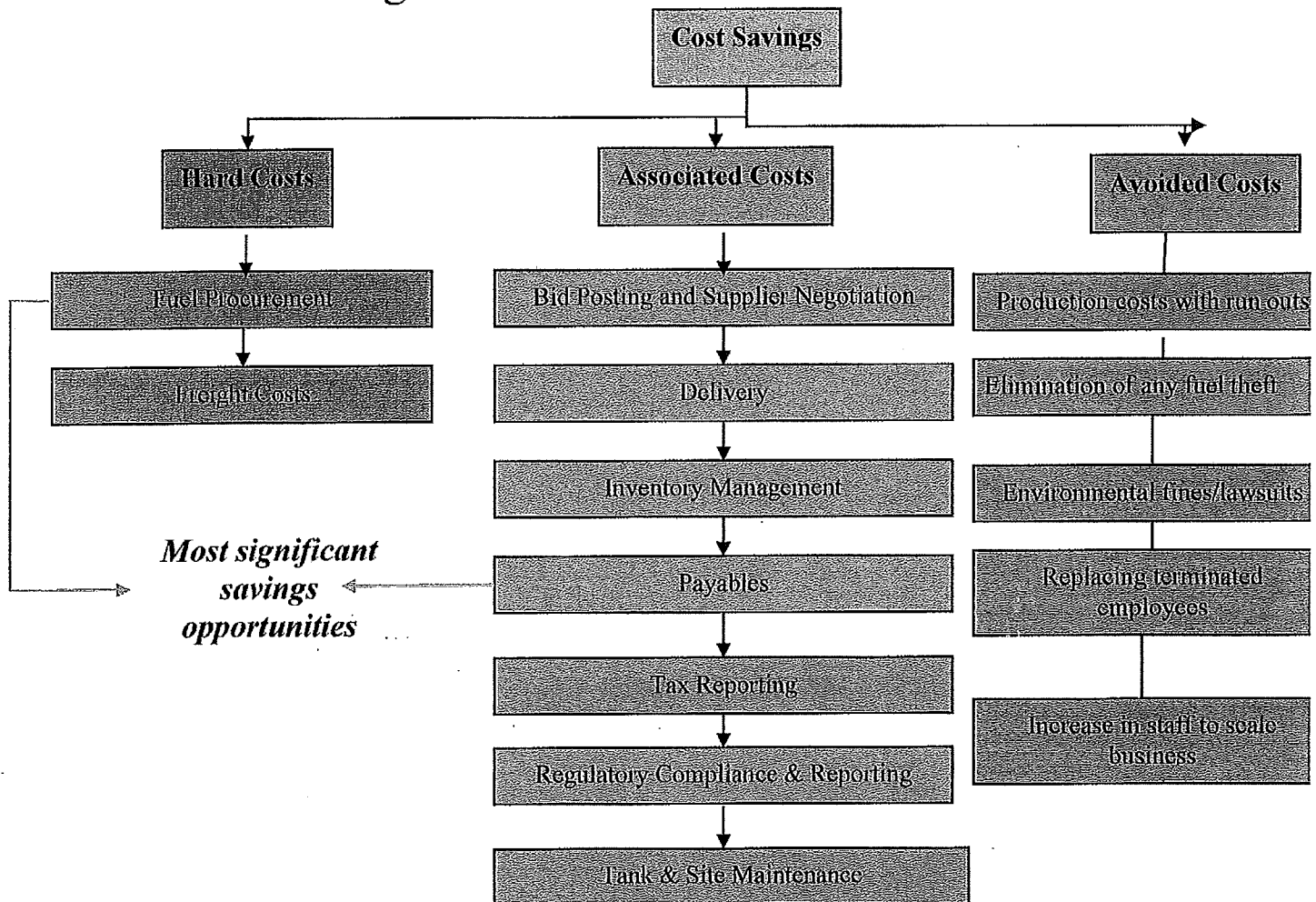
California has strict regulations regarding testing for above and below ground tanks. This is a concern for any agency, given the potential liability if a site is not adequately prepared for an EPA inspection. i.i. Fuels offers an exceptional environmental support program. We will help you set priorities for record keeping and data tracking, on a site-by-site basis. We also will electronically document safety procedures, tank monitor alarms and any corrective actions. Then, our multi-function Web interface will consolidate this information with all of your other fuel activity, delivering all your critical data to your desktop.

i.i. Fuels will document, schedule and perform all tank testing requirements.

Performance benchmarks include:

- Elimination of time involved in:
 - Manual documentation of required tests and corrective action
 - Manual documentation of corporate safety requirements
 - Scheduling all testing requirements
 - Increase in efficiency by viewing the total fuel picture through a single Web interface

Areas of Cost Savings





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403		CONTACT NAME: PHONE (A/C, No, Ext): 650-573-1111 FAX (A/C, No): 650-378-4361 E-MAIL ADDRESS:		
INSURED ii Fuels, Inc. 21163 Newport Coast Dr#442 Newport Coast CA 92657		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Ohio Security Insurance Co.		24082
		INSURER B: American Fire and Casualty Co		24066
		INSURER C: Evanston Insurance Co		35378
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1012674816

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BKS56361848	2/13/2017	2/13/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BAS56361848	2/13/2017	2/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESA56361848	2/13/2017	2/13/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab Ded \$2,500			EO866059	2/13/2017	2/13/2018	Per Claim Aggregate 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Per Written contracts The City of Garden Grove, its officers, officials, agents, employees, and volunteers are named Additional Insured under the general liability policy per attached form CG20260413 and CG20370413. Primary & Non-contributory per attached CG88830413. Additional Insured Business Auto per attached CA20480299

CERTIFICATE HOLDER

CANCELLATION

City of Garden Grove 11222 Acacia Parkway Garden Grove CA 92840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THE CITY OF GARDEN GROVE
ITS OFFICERS, OFFICIALS, AGENTS,

EMPLOYEES AND VOLUNTEERS
11222 ACACIA PARKWAY

GARDEN GROVE, CA 92840

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

THE CITY OF GARDEN GROVE

ITS OFFICERS, OFFICIALS, AGENTS,

EMPLOYEES AND VOLUNTEERS

11222 ACACIA PARKWAY

GARDEN GROVE, CA 92840

Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF OTHER INSURANCE CONDITION -
DESIGNATED PERSONS OR ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THE CITY OF GARDEN GROVE

ITS OFFICERS, OFFICIALS, AGENTS,

Address

EMPLOYEES AND VOLUNTEERS

11222 ACACIA PARKWAY

City State Zip

GARDEN GROVE, CA 92840

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

- A. The following is added to Paragraph a. **Primary Insurance of Condition 4. Other Insurance under Section IV - Commercial General Liability Conditions :**

However, when the person or organization shown in the Schedule of this endorsement has been added as an additional insured to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "person's or organization's own insurance" provided that:

- (1) You have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury", "property damage" or "personal and advertising injury" is:
 - a. Committed subsequent to the execution of such contract; and
 - b. This policy covers the "bodily injury", "property damage" or "personal and advertising injury".

- B. For the purposes of this endorsement the following is added to **Section V - Definitions :**

"Person's or organization's own insurance" means general liability coverage for damages for which the person or organization shown in the Schedule of this endorsement is designated as a Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CA 20 48 02 99

DESIGNATED INSURED ENDORSEMENT

The endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the WHO IS AN INSURED provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective 2/13/2017	Policy Number BAS56361848
Named Insured IIFuels, Inc	Countersigned by

(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s)

City of Garden Grove, its officers,
officials, agents, employees, and volunteers
11222 Acacia Parkway
Garden Grove, CA 92840

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for LIABILITY COVERAGE, but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision contained in SECTION II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

174
of 250

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
 Dept.: City Manager Dept.: Public Works
 Subject: Award of contract to RABC-ECC A Joint Venture to design and build Fire Station No. 6/Community Building Project No. 7009. (Cost: \$5,535,919) (Action Item) Date: 3/28/2017

OBJECTIVE

For City Council to award a contract to RABC-ECC A Joint Venture, to design and build Fire Station No. 6/Community Building Project No. 7009 located at 12252 West Street, Westhaven Park, Garden Grove.

BACKGROUND

The existing Fire Station No. 6 is located on the corner of Chapman Avenue and Debbie Lane on a residential lot in a converted single family home. Given the proximity to Harbor Boulevard, it is the closest fire station to the multi-story hotels that line the street. As such, it lacks the capacity to hold the necessary vehicles, equipment and manpower to adequately serve the large buildings within its area.

Staff conducted an analysis of the capital needs of the Fire Department, and determined that the construction of a new Fire Station No. 6 on an acre-sized site within Westhaven Park was optimal at meeting infrastructure needs of the Fire Department. Since the proposed fire station project would remove a very valuable acre of parkland from Westhaven Park along the frontage of West Street, and because the existing Fire Station No. 6 at Chapman Avenue and Debbie Lane building has aged and is undersized, it was decided that funding would be necessary to remove and construct a new community building in the same location.

On September 22, 2015, the City Council authorized the execution and delivery of the Lease Revenue Bonds, Series 2015A to refund and upsize the 2002 Certificates of Participation. This action produced proceeds to provide funding for various public capital improvements including a replacement fire station for Fire Station No. 6.

DISCUSSION

In the formative stages of the project, staff has determined that the most cost efficient method of delivering a completed fire station is to use the design-build process. Design-build is a procurement method used to deliver a project in which the design and construction services are contracted out to a single entity known as the design-builder. This will be the first project done by the City of Garden Grove using the design-build process. The process involved developing contract documents laying out the schedule, scope of work, and estimated costs. Then staff advertised a Request for Statements of Qualifications (RFSQs) from interested design-build enterprises (D-BE).

Staff evaluated the Statements of Qualifications and selected the top three to receive a Request for Proposal (RFP) for proposed Fire Station No. 6. On December 21, 2016, staff issued the RFP pursuant to Municipal Code Section 2.50.100. Three (3) proposals were received in the Purchasing Manager's office at 2:00 p.m. on February 8, 2017. Staff reviewed and evaluated each of the written proposals. Subsequently, each of the D-BEs made presentations to staff to complete their portion of the RFP process.

Design-Builder	Rater A	Rater B	Rater C	Rater D	Totals
R.C. Construction	155	190	147	181	673
RABC-ECC Joint Venture	176	204	195	204	778
Erickson-Hall Const. Co.	168	188	176	198	730

RABC-ECC, A Joint Venture submitted the proposal that was evaluated as the best value with a total price of \$5,535,919. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order. The anticipated contract schedule is as follows:

Award contract - March 28, 2017
 Notice to Proceed - April 27, 2017
 Complete construction - July 17, 2018

FINANCIAL IMPACT

Proceeds from the issuance of the Lease Revenue Bonds, Series 2015A will be used to finance this Project. It is requested that bond proceeds be appropriated to this contract in the current fiscal year.

RECOMMENDATION

It is recommended that the City Council:

- Award a Contract to RABC-ECC, A Joint Venture in the amount of \$5,535,919 for Project No. 7009 – Design and Build Fire Station No. 6 and Community Building;
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City;
- Appropriate \$5,535,919 of the bond proceeds held by fiscal agent; and
- Authorize the Finance Director to request construction fund disbursements as necessary from the fiscal agent construction fund and account for all related contract transactions in fund 105 (Public Safety Fund).

By: Dan Candelaria. P.E., T.E.
City Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Design-Build Agreement_FINAL	3/20/2017	Cover Memo	Design-Build_Agreement_FINAL.pdf
Design-Build Proposal_FINAL	3/20/2017	Cover Memo	Design-Build_Proposal_Final.pdf

DESIGN-BUILD AGREEMENT

FOR

**CITY OF GARDEN GROVE
FIRE STATION NO. 6
AND
COMMUNITY BUILDING
PROJECT**

between

**The City of Garden Grove
as Owner**

and

**RABC-ECC A Joint Venture
as Design-Builder
DESIGN/BUILD AGREEMENT**

THIS DESIGN/BUILD AGREEMENT ("Contract" or "Agreement") is made and entered into this _____ ("Effective Date") by and between the CITY OF GARDEN GROVE, a municipal corporation ("City"), and **RABC-ECC A Joint Venture** ("Design-Builder") for design, management, and construction of Fire Station No. 6 and Community Building Project ("Project"). This Agreement is effective on the Effective Date.

RECITALS:

WHEREAS, State Law and Section 2.52.020 of the Garden Grove Municipal Code authorize the City to use design-build procurement for the design and construction of certain public works projects;

WHEREAS, Design-Builder shall perform, either directly or through subcontracts, the services set forth in this Agreement and the Contract Documents;

WHEREAS, Design-Builder warrants that it is ready, willing and able to design and build the Project subject to the terms and conditions of the Agreement; and

WHEREAS, Design-Builder has the necessary professional expertise and skill to perform such services.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, City and Design-Builder mutually agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS AND INTERPRETATION

1.1 Definitions.

The meaning of all terms used in the Agreement and not otherwise defined herein is contained in the General Conditions. City and Design-Builder are sometimes individually referred to as a "Party" and collectively as the "Parties." Except as indicated otherwise, all references to City include its elected officials, officers, directors, employees, agents, and volunteers. Except as indicated otherwise, all references to Design-Builder include its personnel, employees, agents, and Subcontractors.

1.2 Contract Documents.

The "Contract Documents" shall consist of the following documents, all of which are either attached hereto as Exhibits or are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein:

1. This Agreement including all Exhibits and attachments;
 - a. The General Conditions attached as Exhibit A;
 - b. The Performance Bond attached hereto as Exhibit B;

- c. The Labor and Material Payment Bond attached hereto as Exhibit C; and
2. The Proposal;
3. The Preliminary Design Documents;
4. The 2015 Standard Specifications for Public Works Construction ("Green Book") by the Southern California Chapter, American Public Works Association and the Southern California District, Associated General Contractors of California Joint Cooperative Committee as modified and supplemented by the City, as modified and supplemented by the City.
5. Construction Documents prepared by Design-Builder and approved by the City in writing;
6. Request for Proposals for this Project dated **December 21, 2016** ("Request for Proposals" or "RFP") and its addenda ("RFP Addenda") which are all on file at Garden Grove Public Works Department; and
7. Design Documents prepared by Design-Builder and approved by the City in writing.
8. Best and Final Offer, including equipment proposal.
9. Change Orders and such other documents incorporated into the Agreement.
- 1.3 Order of Precedence.

Each of the Contract Documents is an essential part of the Contract. The Contract Documents are intended to be complimentary and to describe and provide for a complete functional and finished system. In the event of conflicts or discrepancies among the Contract Documents, the order of precedence shall be as set forth below:

1. Change Orders;
2. Agreement and attached Exhibits, except for the General Conditions;
3. General Conditions;
4. RFP Addenda;
5. Request for Proposal;
6. City Standards;

7. Green Book;
 8. Construction Documents;
 9. Design Documents;
 10. Preliminary Design Documents;
 11. Best and Final Offer; and
 12. Proposal, except Best and Final Offer
- 1.4 Entire Agreement.

This Agreement together with all other Contract Documents constitutes the entire agreement between the Parties and all other representations or statements theretofore made, verbal or written, are merged herein. Both Parties have, with the assistance of their respective counsel, drafted the provisions contained in this Agreement. Therefore, no provision in this Agreement will be construed in favor of or against any Party by virtue of the identity of its preparer. This Agreement may be amended only by written Modification executed by duly authorized representatives of the Parties hereto or according to the procedure set forth in the General Conditions.

ARTICLE 2 – TIME FOR PERFORMANCE

2.1 Contract Time.

Time is of the essence of this Agreement. By executing this Agreement, Design-Builder confirms that the Contract Time is a reasonable period for performing the Work. Design-Builder agrees to commence Services within five (5) calendar days after a written Notice to Proceed is issued by the City, to perform the Work in a diligent and workmanlike manner, to complete the Work in accordance with the time and Milestone Dates set forth in the Project Schedule, as hereinafter defined, to achieve Substantial Completion of the Work within **520 days** after City's issuance of the Notice to Proceed and to achieve Final Completion of the Work within the time fixed by the City in its Certificate of Substantial Completion (the "Contract Time"). The Contract Time may be extended only with the written permission of the City.

2.2 Liquidated Damages for Design-Builder Delays.

2.2.1 Design-Builder and City have agreed to liquidate damages with respect to Design-Builder's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the Liquidated Damages set forth herein to constitute liquidated damages as such term is used in Government Code Section 53069.85. Design-Builder acknowledges and agrees that the Liquidated Damages are intended to compensate City solely for Design-Builder's failure to meet the deadline for

Substantial Completion and shall not excuse Design-Builder from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

2.2.2 In the event that Design-Builder fails to achieve Substantial Completion of the Work within the Contract Time, Design-Builder agrees to pay City the following amounts:

a) \$2,700 per day for each calendar Day that Substantial Completion is delayed for the first thirty (30) days of delay;

b) \$3,200 per day for each calendar Day that Substantial Completion is delayed thereafter provided, however, that in any event Design-Builder's liability to City for Liquidated Damages shall be limited to ten percent (10%) of the Contract Price.

2.2.3 Design-Builder acknowledges and agrees that the foregoing damages have been set based on an evaluation by City of damages that it will incur in the event of late completion. Design-Builder and City agree that the amount of such damages is impossible to ascertain as of the date of execution hereof, and that such Liquidated Damages are necessary to fix Design-Builder's costs and to avoid later disputes over which items are properly chargeable to Design-Builder. It is understood and agreed by Design-Builder that any Liquidated Damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

2.2.4 It is further mutually agreed that City shall have the right to deduct Liquidated Damages against progress payments or retainage and that the City will issue a unilateral deductive change order and will reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of Liquidated Damages, Design-Builder shall pay the difference to City.

2.3 Delays and Extensions of Time.

2.3.1 Non-Compensable Delays. The Parties acknowledge that the following types of delays and events are not within the responsibility or control of City, and are reasonably contemplated by the Parties to occur during the course of performance of the Work which may impact the schedule for performance: (a) construction by separate contractors on or adjacent to the Site; and (b) Force Majeure events as described in the General Conditions ("Non-Compensable Delays"). Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under Section 8.2 of the General Conditions, shall be the sole remedy of Design-Builder for the above referenced Non-Compensable Delays. In no event shall Design-Builder be entitled to

any compensation or recovery of any damages in connection with the Non-Compensable Delays identified in this section including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

- 2.3.2 Compensable Delays. If the date for Substantial Completion of the Work is delayed by events which are the responsibility of or within the control of the City, are unforeseeable to design-Builder and would constitute an unreasonable charge against Design-Builder under the circumstances involved, the Design-Builder shall be entitled to an equitable adjustment of the Contract Time and/or the Contract Price, subject to the requirements of Article 8 of the General Conditions, including the notice and procedural requirements therein.

ARTICLE 3 – CONTRACT PRICE

The Design Build Entity promises and agrees, at its own cost and expense, to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project as described in the Contract Documents for a Contract Price not to exceed **[\$5,535,919]** ("Contract Price") subject to additions and deductions by Change Order. The Contract Price will fully compensate Design-Builder for the Work required by the Contract Documents. The Contract Price shall be paid in accordance with Article 4.

ARTICLE 4 – PAYMENT

4.1 Schedule of Values

Within ten (10) calendar days after City issues a Notice to Proceed, the Design-Builder shall submit to the City for review a detailed Schedule of Values, allocating the entire Contract Price, as contained in the Proposal or Best and Final Offer (as applicable), and miscellaneous costs of the Work with sufficient detail to serve as the basis for progress payments for performance of such Work. The prices contained in the Schedule of Values shall include all overhead and profit applicable to each line item of Work. The Schedule of Values, as agreed to by the City, shall be used as a basis for payments to Design-Builder based upon the percentage of Work completed as determined by the Engineer. The period covered by each Application for Payment for the Work shall be one (1) calendar month.

4.2 Procedures for Payment.

Each Application for Payment and payment shall be made in accordance with the procedures set forth in the General Conditions. An estimated billing/invoice schedule shall be provided and updated throughout the term of this Agreement to indicate cash flow requirements for the Project.

The City will make a proportionate progress payment up to, but not to exceed 50% of the value of all materials received on the Site, but not yet installed by the Design-Builder. In order to provide an allowance to make this proportionate progress payment, the City will require the Design-Builder to furnish certified invoices paid by the Design-Builder for all delivered materials. The City's Engineer will verify the quantities of materials received at the Site. The Design-Builder will not be allowed to remove from the Site any said materials and shall replace any said materials lost or damaged prior to installation or construction at its sole expense.

ARTICLE 5 – DESIGN-BUILDER'S DUTIES AND RESPONSIBILITIES

5.1 General Scope of Services.

5.1.1 The Design-Builder shall furnish all design and other Services, provide all equipment and materials and undertake all efforts necessary or appropriate to design, construct and perform the Work in accordance with the requirements of the Contract Documents, all Governmental Approvals, the City-approved Design and Construction Documents, all Applicable Laws, and all other applicable safety, environmental and other requirements taking into account the constraints affecting the Site. Design-Builder shall furnish the design and other Services, provide all Project materials and shall construct the Project as designed, in accordance all (a) with all professional engineering principles and construction practices generally accepted as standards of the industry in the State of California, (b) in a good and workmanlike manner, (c) free from defects and (d) in accordance with the terms and conditions set forth in the Contract Documents on a Turnkey Contract Basis. Except as otherwise specifically provided in this Contract, all materials, services and efforts necessary to achieve Substantial Completion of the Project and elements thereof on or before the Milestone Dates provided in the Contract Documents shall be Design-Builder's sole responsibility. The costs of all such materials, services and efforts are included in the Contract Price.

5.1.2 The scope of Work to be provided by Design-Builder is set forth in the Contract Documents as more particularly described in the Design and Performance Criteria which includes preliminary drawings and specifications.

5.1.3 The Design-Builder, whether a general contractor, construction manager or joint venture, shall hold a valid California Class "A" & "B" General Engineering Contractor license at the time of award of the Contract, and shall maintain the license at all times during performance of the Work.

5.1.4 The Design-Builder shall have a Registered Professional Civil Engineer licensed by the California State Board of Registration for Professional Engineers and Land Surveyors assigned to perform and or supervise all engineering work pursuant this Agreement.

5.1.5 All Subcontractors shall hold the appropriate California C-specialty, A-general engineering contractor license or engineering license, indicated on the Proposal at the time of award of the Contract and shall maintain the license at all times during performance of the Work.

5.1.6 Design-Builder and all Subcontractors, including unlisted Subcontractors, shall obtain a Business Tax Registration form from the City of Garden Grove Business License Division, prior to commencement of Work.

5.1.7 Design-Builder and all Subcontractors shall have a valid Department of Industrial Relations Registration Number at all times during performance of the Work.

5.2 Before Starting Work.

Design-Builder shall submit the following to City for review and acceptance within ten (10) calendar Days after City's issuance of the Notice to Proceed, and as a condition to payment:

- A. A detailed Project Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work including each Milestone Date specified in the Contract Documents;
- B. A schedule of required submittals described in Section 3.11 of the General Conditions and the times for submitting, reviewing and processing each submittal; and
- C. The Schedule of Values referenced in Section 4.1 herein acceptable to City in form and substance.

5.3 Initial Conference.

Within twenty (20) calendar days after the issuance of the Notice to Proceed, a conference attended by City, Design-Builder, and others as appropriate, will be held to establish a working understanding among the Parties as to the Work and to discuss the design concepts, updating schedules, progress meetings, procedures for handling submittals, processing Applications for Payment, maintaining required records, coordination with Subcontractors and other Project administration matters.

5.4 Evaluation of Preliminary Submittals.

5.4.1 At least ten (10) days before submission of the first Application for Payment, a conference attended by Design-Builder, City, and others as appropriate, will be held to review for acceptability the submittals required by the Contract Documents. Design-Builder shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the documents. No progress payment shall be made to Design-Builder until the required submittals are acceptable to City. The

detailed Project Schedule will be acceptable to City as providing an orderly progression of the Work to completion within any specified Milestone Dates and the Contract Time, but such acceptance will neither impose on City responsibility for the sequencing, scheduling or progress of the Work nor interfere with nor relieve Design-Builder from Design-Builder's full responsibility therefore. The format and structure of the Project Schedule will be as set forth in the Contract Documents and approved by City. City's acceptance shall not be deemed to confirm that the schedule is a reasonable plan for performing the Work. Design-Builder's schedule of submittals will be acceptable to City as providing a workable arrangement for reviewing and processing the required submittals.

5.5 Key Personnel.

5.5.1 The Design-Builder's single lead Project Manager and authorized designee for this Project is **Kenny Kublak**, who has the authority to make decisions for and bind the Design-Builder. This Project Manager or designee is required to be on Site full time and shall manage and coordinate all phases and aspects of the Project. The Project Manager shall submit monthly progress reports to the City and maintain the Project Schedule. The Project Manager originally assigned to this Project shall not be changed once the Project has commenced unless the Project Manager ceases to be in the Design-Builder's employment or the City determines his performance to be unsatisfactory. The Project Manager and any authorized designee shall be subject the review, approval, and removal provisions in Section 5.5.2 herein. The Site manager may be different from the Project Manager. The Site manager will be required to live in or near Garden Grove with 24-hour access during the period of time when construction is performed on the Site.

5.5.2 In addition to the Project Manager, Design-Builder shall employ the Site Manager and key personnel identified in the Proposal or replacement personnel approved by the City in writing. City may at any time elect to add job categories to the key personnel list. City has the right to review the qualifications and character of each individual appointed to a key position (including personnel employed by Subcontractors) and to accept or reject the use of such individual. Design-Builder shall submit to the City in writing any proposed change in key personnel and obtain City's prior written consent to any such change. The City's consent to a change in key personnel shall not be unreasonably withheld. If City determines in its sole discretion that performance of any key personnel is unsatisfactory, then City has the right to direct a change in such key personnel. A California registered Civil engineer is required to be present on the Site during any civil construction.

5.6 Design Phase Services.

5.6.1 Design Professional Licensing Requirements. City does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and by execution of this Contract, Design-Builder acknowledges that City has no such intent. It is the intent of the Parties that Design-Builder is fully responsible for furnishing the design of the Project, although the fully

licensed design firms designated as members of the Design Team will perform the design services required by the Contract Documents. Nothing in this article shall create a contractual relationship between such Persons and the City.

5.6.2 Standard of Care. All design Services to be performed by Design-Builder, the Design Team Members, other Subcontractors, and their employees identified by the Design-Builder or other Persons approved by the City shall be performed in an expeditious and professional manner using architects, engineers and other professionals properly licensed and duly qualified in the jurisdiction in which the Project is located. The professional obligations of such persons shall be undertaken and performed in the interest of the Design-Builder. All design Services performed pursuant to this Agreement shall be (a) provided with the standard of judgment, care, knowledge and skill which prevails among design professionals, of knowledge and skill, engaged in practice within Southern California under the same or similar circumstances, involving the design and construction of an improvement such as this Project, and (b) in compliance with the Contract Documents and Applicable Laws. City's review and approval shall in no way relieve Design-Builder's full and complete responsibility on this Project.

5.6.3 Preliminary Design Phase. After City's issuance of the Notice to Proceed and within the times set forth in the Project Schedule accepted by City, Design-Builder shall:

5.6.3.1 Consult with City to understand City's requirements for the Project and review available data;

5.6.3.2 Advise City as to the necessity of City's providing or obtaining from others additional reports, data or services, and assist City in obtaining such reports, data, or services;

5.6.3.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Design-Builder with whom consultation is to be undertaken in connection with the Project;

5.6.3.4 Prepare Preliminary Design Documents consisting of final Design and Performance Criteria, preliminary drawings, outline specifications, written descriptions of the Project and other documents to fix and describe the size, quality and character of the entire Project; the Preliminary Design Documents shall comply with the City Standards and Applicable Laws, and

5.6.3.5 Furnish the preliminary Design Documents to and review them with City for approval within the time indicated in the approved Project Schedule. Design-Builder shall not proceed with the Final Design Phase until it receives written authorization from City to do so.

5.6.4 Final Design Phase. Only after written acceptance by City of the Preliminary Design Documents, Design-Builder shall:

5.6.4.1 On the basis of the accepted Preliminary Design Documents and in accordance with the City Standards, Applicable Laws, prepare final Construction Documents showing the scope, extent, and character of the construction to be performed and furnished by Design-Builder, including technical drawings, schedules, diagrams, calculations, and specifications (which, unless otherwise approved by City, will be prepared, where appropriate, in general conformance with the fifty division of the Construction Specifications Institute MasterFormat) setting forth the requirements for construction of the Work which shall provide information customarily necessary for the use of those in building trades.

5.6.4.2 Provide technical criteria, written descriptions and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist City in consultations with appropriate authorities.

5.6.4.3 Furnish the above documents, drawings, calculations and specifications to and review them with City for approval within the time indicated in the approved Project Schedule at increments of at least 30%, 75%, 90%, and 100% completion of the Construction Documents. After City's approval of the final Construction Documents, said documents shall be incorporated into the Contract Documents. Design-Builder shall not proceed with the construction phase unless and until it receives written approval of the Construction Documents or portions thereof.

5.7 Construction Phase Services.

5.7.1 General.

5.7.1.1 Construction Services shall be performed by Design-Builder and/or by qualified and licensed contractors, Subcontractors and Suppliers who are selected, paid and acting in the interest of the Design-Builder in accordance with the procedures outlined in the Contract Documents. Design-Builder shall provide, or cause to be provided, and shall pay for design Services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

5.7.1.2 The Design-Builder shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures with City.

5.7.1.3 The Design-Builder shall keep the City informed of the progress and quality of the Work in the form of weekly written reports in a format required

by the City. Design-Builder shall allow, cooperate, and assist City and its authorized employees and agents to perform inspections and testing of the Work.

5.7.1.4 The Design-Builder shall keep the Site free from accumulation of waste materials or rubbish caused by the Design-Builder's operations and shall comply with CAL-OSHA rules and regulations. At the completion of construction of the Work, the Design-Builder shall remove from and about the Site any and all tools, construction equipment, machinery, materials, waste materials and rubbish. Design-Builder shall not remove any City or City's agent's tools, construction equipment, machinery, temporary facilities, or materials.

5.7.1.5 Certification of Construction. As a condition to final payment to Design-Builder, each Design Team Member shall provide written certification that the Work has been constructed in accordance with the Contract Documents and with the design provided by such Person.

5.7.1.6 If the Design-Builder plans to use City water, he shall make arrangements for water purchases by contacting the City's Public Works Department at (714) 741-5192 and complete an application for temporary water service. If the Design-Builder plans to use City power, he shall make arrangements for a temporary electrical service by contacting the City's electrical Utility, phone number 714-741-5192.

5.7.1.7 The Design-Builder shall pay for all utility costs necessary for the performance of the Work, including, water and electricity.

5.7.2 Supervision and Coordination of Construction.

5.7.2.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents and Applicable Laws.

5.7.2.2 Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

5.7.2.3 Design-Builder shall supervise and direct the construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the construction in accordance with the Contract Documents and Applicable Laws. Design-Builder shall be solely responsible to see that the completed construction complies accurately with the Contract Documents and shall keep City advised as to the quality and progress of the Work.

5.7.2.4 Design-Builder shall coordinate its Work with adjoining property owners and tenants to provide access to the Site and adjoining property, and

shall implement measures to prevent disruption to operations and occupancy of such property owners and tenants.

5.7.3 Labor, Materials and Equipment.

5.7.3.1 Design-Builder shall provide competent, suitably qualified personnel to survey and lay out the construction and perform construction as required by the Contract Documents and Applicable Laws. Design-Builder shall at all times maintain good discipline and order at the Site. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all construction at the Site shall be performed during regular working hours, and Design-Builder will not permit overtime work or the performance of construction on Saturday, Sunday or any legal holiday without City's prior written consent.

5.7.3.2 Design-Builder is prohibited from working on Saturdays, Sundays, holidays, or after normal business hours, except as limited by written approval from the Engineer before doing so, and must demonstrate the Work requested to be performed is on the critical path. When Work is performed on Saturdays, Sundays, holidays or after normal business hours at the request of Design-Builder, any extra costs incurred will be born solely by the Design-Builder. Further, any additional costs incurred by the City arising from Work performed on Saturdays, Sundays, holidays or after normal business hours at the request of Design-Builder, including, but not limited to, costs of inspections and tests, shall be reimbursed to City by Design-Builder.

5.7.3.3 Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work. Design-Builder, in the presence of City's personnel, will direct the checkout of utilities and operations of systems and equipment.

5.7.3.4 All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of City. If required by City, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

5.7.3.5 The testing of equipment and materials, or of any portion of the Work, shall be in accordance with the Specifications and as directed by the Engineer. The Design-Builder shall furnish, without additional costs to the City, all

equipment, materials, labor and other incidentals requested to assist the City and their contracted test and inspection firm with testing in accordance with Section 4 of the Green Book. The Design-Builder shall also provide access to any area of the Work for testing purposes and shall furnish, without cost, any assistance necessary to perform the testing. Soil density and concrete cylinder testing shall be performed by a private laboratory, selected and paid for by the City. Extra testing required, due to test failures, will be at the Design-Builder's expense, either as a billing by the City or as a deduction from the Contract Payment. The Design-Builder shall notify the City's field representative of the readiness of any phase of construction to be tested and shall not proceed with any subsequent phase of Work until the results of the test are known and approved by the City in writing.

5.8 Field Testing.

During the start-up or operational phase, Design-Builder shall:

- A. Conduct and train City staff in connection with the start-up, testing, refining and adjusting of any equipment or system.
- B. Provide training to City staff to operate and maintain the Project.
- C. Develop start up systems and procedures for operation and maintenance of and record keeping for the Project.
- D. Create a system operation & maintenance diagnostic manual and with drawings.

5.9 General Duties and Responsibilities.

The Design –Builder shall do all of the following:

5.9.1 Assist City in obtaining all permits and other Governmental Approvals required by the Contract Documents in connection with the Project. Any permit charges caused by more than three (3) plan check submittals or caused by errors and omissions in design shall be borne by Design-Builder without reimbursement by City.

5.9.2 Undertake all actions required by and all actions necessary to maintain in full force and effect all Governmental Approvals in effect during performance of the Work, including performance of all environmental mitigation measures and transportation related conditions of approval required by the Contract Documents.

5.9.3 Provide such assistance as is reasonably requested by City in dealing with any governmental agency. Such assistance may include providing information and reports regarding the Project as well as executing declarations and attending meetings and hearings. In no event shall Design-Builder be required to provide legal services.

5.9.4 The Design-Builder shall comply with all Applicable Laws/City Standards and shall give applicable notices pertaining thereto. The Design-Builder shall

obtain all Governmental Approvals, including preparing and filing all documents required to obtain the necessary Governmental Approvals. Design-Builder shall secure and pay for all permits, Governmental Approvals, governmental fees, licenses and inspections necessary for the proper execution of the Work and completion of the Project.

5.9.5 Provide and maintain field offices for persons designated by City.

5.9.6 Design-Builder shall be responsible for construction means, methods, techniques, sequences, and procedures for Project implementation. Design-Builder shall supervise and be responsible to City for acts and omissions of its employees, agents, officers, Subcontractors, and other persons performing portions of the Work, as though all persons were directly or indirectly employed by Design-Builder.

5.9.7 Mitigate delays to the Project in all circumstances, to the extent reasonably possible.

5.9.8 Maintain the Site and the immediate surroundings in a clean and orderly condition, free of weeds, trash and graffiti.

ARTICLE 6 – CITY’S DUTIES AND RESPONSIBILITIES

6.1 City’s Designation of Authorized Representative.

The City’s Public Works Director or Engineer shall represent the City in all matters concerning this Agreement. The Engineer may designate in writing, from time to time, one or more representatives authorized to act on the City’s behalf with respect to the Project.

6.2 City’s Right to Make Changes and Award Separate Contracts.

City has the right to review, check, and inspect any part of the Project at any time. The City reserves the right to order changes in the Work, to perform Work or operations related to the Project with the City’s own forces, and to award separate contracts in connection with the Project.

6.3 City’s Right to Stop the Work.

If the Design-Builder fails to correct defective Work as required herein, or fails to carry out the Work in accordance with the Contract Documents, the City may, in its sole discretion, elect to order the Design-Builder to stop the Work, or any portion thereof, until the City reasonably determines that the cause for such order has been eliminated. The City’s right to stop the Work is in addition to the City’s right to terminate this Agreement.

6.4 Suspension by City for Convenience.

The City may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine. If such suspension, delay or interruption causes the Design-Builder to incur increased cost for the performance of the Work, an adjustment to the Contract Price shall be made for such costs as are directly attributable to such suspension, delay or interruption. If such suspension, delay or interruption causes a delay to the critical path of the Work, an adjustment to the Contract Time shall be made.

6.5 City's Right to Carry Out the Work.

If the Design-Builder defaults and neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any of its obligations under the Contract Documents, the City may, after five (5) calendar days' written notice to the Design-Builder, and without prejudice to any other remedy the City may have, make good such deficiencies. In such case, City shall deduct from payments then or thereafter due the Design-Builder the cost of correcting such deficiencies. If the payments then or thereafter due the Design-Builder are not sufficient to cover such amount, the Design-Builder shall pay the difference to the City within thirty (30) days of written demand from the City.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

7.1 Independent Design-Builder.

Design-Builder is, and shall be, acting at all times in the performance of this Agreement as an independent Design-Builder. Design-Builder shall secure at its expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Design-Builder and its officers, agents and employees, and all business licenses, if any, in connection with the services to be performed hereunder.

7.2 City Employees and Officials.

Design-Builder shall employ no City official nor any regular City employee in the Work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of applicable provisions of law.

7.3 Notices.

Any notice or special instructions required to be given in writing under this Agreement shall be given either by personal delivery to Design-Builder's agent (as designated in Section 5.5.1 hereinabove) or to the Engineer as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

TO CITY:

*City of Garden Grove.
Public Works Department
Attention: Carlos Norvani
11222 Acacia Parkway
Garden Grove, CA 92842
(714) 741-5321
(714) 741-5578 Fax*

TO DESIGN-BUILDER:

*RABC-ECC A Joint Venture
405 Maple Street, Suite 101
Ramona, CA 92865
Attention: Kenny Kubiak
(760) 788-0800*

7.4 Contractor's License Notice:

Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

7.5 Permits.

In completing the permit, Design-Builder shall use the address of the Site as its business address and may use any address for its mailing address. Copies of the permit(s) shall also be delivered to the Engineer. The City of Garden Grove will procure and pay for all permits and fees. The permit(s) must be obtained as soon as reasonably possible after Design-Builder receives a Notice to Proceed.

[SIGNATURE PAGE FOLLOWS]

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Scott C. Stiles
City Manager

ATTEST:

City Clerk
Date: _____

"DESIGN-BUILDER"

RABC - ECC & JOINT VENTURE

Robert A. Burch
By: ROBERT A. BURCH
Title: JOINT VENTURE PARTNER
Date: 3-13-2017

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

**JOINT VENTURE AGREEMENT
BETWEEN
RA BURCH CONSTRUCCION CO. INC.
AND
EC CONSTRUCTORS, INC.**

This Joint Venture Agreement is entered into by and between RA Burch Construction Company Inc., a California corporation, having an office at 405 Maple Street, Ramona CA 92065 ("RABC"), and EC Constructors, Inc., a California corporation,, having an office at 9834 River Street CA 92040 ("ECC") and is effective as of August 19, 2013,. RABC and ECC are sometimes referred to collectively as the "Parties" or individually as a "Party."

RECITALS

A. The Parties have agreed to jointly respond to mutually selected Requests for Proposals, Invitations to Bid, and/or Requests for Qualifications for various public entities (collectively referred to as "Contracts") as may be pursued under the terms of this Joint Venture Agreement, subject to written amendments to this Agreement which are mutually agreed to and signed by the Parties.

B. The Joint Venture formed relative to this agreement is known as RABC-ECC A Joint Venture utilizing California Contractor's License Number 986034.

C. The Parties desire that their interest in the following be defined by this Joint Venture Agreement: (i) the services to be rendered and the work to be done in connection with their joint responses and/or their joint proposals; (ii) the services to be rendered and the work to be done in connection with the Contracts in the event the Parties are awarded a Contract; (iii) any profits derived from the performance of any Contracts; and (iv) any liability for losses arising out of any Contracts.

D. By entering into this Joint Venture Agreement, the Parties constitute themselves as Joint Venturers for the purpose of submitting joint pre-qualifications responses and joint proposals for Contracts and, if selected, for the purpose of performing and completing any Contracts, but not for any other purposes. The Parties are not making any permanent partnership agreement or permanent joint venture agreement to bid for or undertake any contracts other than as described in Recital A. Nothing in this Joint Venture Agreement shall be construed to constitute the Parties as partners, to constitute either Party to be the general agent of the other Party or as a limitation of the powers or rights of either Party to carry on its separate business for its sole benefit except, however, the Parties shall cooperate with each other according to the terms and spirit of this Joint Venture Agreement in the preparation of joint proposals and the performance of Contracts if awarded to the Joint Venture.

AGREEMENT

To carry out the Joint Venture, the Parties agree as follows:

1. **Recitals.** The Recitals are incorporated by reference into this Joint Venture Agreement.

2. **Parties to Contracts.** Any Contracts shall be entered into in the name of the Parties as Joint Venturers and their obligations under the Contracts shall be joint and several.

2.1. The Parties for ease of reference shall to the extent they desire, refer to the Joint Venture as the "RABC-ECC A Joint Venture" and as between the Parties and as to third persons it shall be understood that the name shall have the same effect as if the full corporate names of the Parties were used in place of RABC-ECC Joint Venture.

3. **Joint Venturer Responsibilities.** The Parties shall work cooperatively to: (i) prepare responses to requests for qualifications and joint proposals; and (ii) furnish and perform the construction management and/or construction services necessary to the complete Contracts should any Contracts be awarded to the Joint Venture.

3.1. The Managing Party for the Joint Venture shall be RABC. In the event of a difference of opinion between the Parties with respect to the means or methods of performance under this Joint Venture Agreement, or any other matter relating to the management or conduct of the Joint Venture, the decision of the Managing Party shall be binding for the immediate purpose of executing the Work required to perform a Contract or to conduct the business of the Joint Venture.

3.1.1. By agreeing to the terms set forth in Section 3.1, ECC shall not be held to have waived any rights or remedies it may have to recover its loss or damage arising out of the failure by the Managing Party to exercise in good faith its control over the means or methods of performance or the management and conduct of the Joint Venture.

3.2. Both Parties shall provide personnel and perform duties for the Joint Venture in all phases of the construction management and/or construction services to be rendered in connection with a Contract as determined and directed by the Management Committee formed in Section 4 below.

3.3. Each Party shall bear its own costs in the preparation of any responses or joint proposals and any third party costs incurred in the preparation of any responses or joint proposals shall be paid by the Parties according to the proportionate share the Party has in the Joint Venture as set forth in Section 5 below.

3.4. All responses or joint proposals must be approved by both Parties prior to submission. If either Party refuses to approve a response or a joint proposal and the Parties are unable to agree to modifications, no response or proposal shall be submitted by the Joint Venture for that Contract, and the Parties shall have no further rights or responsibilities to one another as to an un-submitted response or proposal.

4. **Management Committee.** The management of the Joint Venture shall be controlled by a Management Committee, which shall consist of two people, one of whom shall be appointed by RABC and one of whom shall be appointed by EC Constructors.

RABC appoints the following as its representatives: Robert (Bob) Burch

EC Constructors appoints the following as its representative: James (Jim) Summers

4.1. The Management Committee shall have authority to act for the Joint Venture in all matters. The Management Committee representatives shall be subject to replacement at the discretion of the Party who appointed the individual.

4.2. The Management Committee shall determine the methods and manner of performance of any Contracts and the management powers and duties to be delegated to the persons designated for performance of any Contracts. The Management Committee shall appoint the management staff for the Contracts who shall be responsible for the general conduct and supervision of the performance of any Contracts in the field.

4.3. The Management Committee representatives appointed by a Party, shall act for that Party with full and complete authority to act on its behalf in relation to any matter or things in connection with, arising out of or relative to the Joint Venture, and the acts of the Committee shall bind the respective Parties in any and all matters or things involving the performance of any Contracts, including, but not limited to those of a contractual nature with third persons.

4.3.1. Notwithstanding the general authority given to the Management Committee, all documents of a legal and/or contractual nature shall be reviewed by both Parties prior to execution and shall be signed by the Chief Executive Officer of one of the Parties.

4.4. The Management Committee representatives shall meet from time to time as required to act on necessary matters pertaining to any Contracts. Meetings may be called by either Party or by any member of the Management Committee as they may deem it necessary or desirable.

4.4.1. The Management Committee shall be authorized to make decisions and take action without a face-to-face meeting after consulting with one another via telephone or email; however, if a decision is made or action taken without a meeting, the originator of the discussion shall prepare and circulate a record of the decision made or action taken.

4.4.2. The Management Committee may be given specific powers in addition to the foregoing as the Parties may from time to time delegate and they shall also have the authority to delegate such of their powers to person or persons as they may deem necessary or convenient in the best interests of the Parties.

4.5. No representative shall be liable to the Parties by reason of his or her acts as such except in the case of gross negligence or actual fraudulent or dishonest conduct.

4.6. Actions and decisions of the Management Committee shall be by agreeable vote as to any and all matters having to do with the Joint Venture or the Contracts.

5. **Proportionate Share.** The interests of the Parties in: (i) the Contracts; (ii) all property and equipment acquired in connection with the performance of the Contracts, (iii) all moneys which may be derived from the performance of the Contracts, (iv) the obligations and liabilities of each of the Parties as among themselves in connection with the Contracts, and (v)

with respect to any and all liabilities in connection with the Contracts, shall be in the following proportions (except as otherwise provided in Section 6 in the event a Party does not furnish its proportionate share of working capital and Section 7 in the event a Party advances additional capital):

RABC	Fifty percent (50%)
EC CONSTRUCTORS	Fifty percent (50%)

5.1. The proportionate shares expressed in percentages in Section 5 may be changed for a specific Contract by the mutual consent of the Parties as set forth in a written amendment to this Joint Venture Agreement signed by both Parties; however, in no event, shall either Party be assigned a proportionate share of less than twenty-five percent (25%) except as otherwise provided in Section 6 in the event a Party does not furnish its proportionate share of working capital and Section 7 in the event a Party advances additional capital.

6. **Working Capital.** The initial capitalization amount for the Joint Venture shall be \$10,000 and shall be furnished by a payment from each Party in their proportionate share as set forth in Section 5 upon being awarded a Contract. In the event the Management Committee determines that additional working capital is necessary for the prosecution of a Contract, additional capital shall be furnished by a payment from Each Party in their proportionate share as set forth in Section 5 within 10 days after written notice by the Management Committee.

6.1. In the event either of the Parties fails to contribute its proportionate share of the working capital within the time allotted, the other Party may, but is not required to, advance the deficiency or any part of the deficiency. The Party making the contribution shall be entitled to submit the other Party's failure to make a contribution to Dispute Resolution pursuant to Article 22.

6.2. All working capital advanced shall be repaid to the Parties prior to the distribution of any profits.

7. **Profit Distribution.** Profits resulting from the performance of the Contracts, shall be distributed and divided between the Parties in accordance with their proportionate share as set forth in Section 5 above at such times as may be determined by the Management Committee.

7.1. However, if one or more of the Parties has advanced for working capital a sum in excess of the proportionate share set forth in Section 5, then the Party making the advance shall be entitled to submit the advance dispute to Dispute Resolution pursuant to Article 22.

7.2. Any reserves when no longer required shall be similarly distributed in accordance with this Section 7.

8. **Loss Allocation.** If the performance of a Contract shall result in a loss, the Parties shall be obligated in their proportionate share as set forth in Section 5 above, irrespective of the fact that one or more Parties may advance more than their respective shares of working capital.

8.1. The liability of the Parties for the bearing of losses in connection with a Contract shall continue as to any claims which at any time, either before or after the performance of the Contract, shall be made against them or either of them by reason of carrying out this Joint Venture Agreement or any matter or thing in connection with this Joint Venture Agreement.

9. **Cost of Joint Venture.** For the purpose of determining cost to the Parties of the venture, the cost shall consist of the costs incurred in connection with the rendering of the services as defined in a Contract Agreement, including, but not limited to, all subcontracts, labor, material, and equipment purchased or rented, bonds, insurance, taxes on labor and material, taxes, charges, legal fees, liabilities not secured by insurance and all other expenses and obligations incurred or suffered in and about the performance of the Contract in accordance with Generally Accepted Accounting Principles properly charged as a cost of the performance of the Contract.

9.1. Cost of Joint Venture shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the Parties or for the time which may be expended in connection with the work by any of the employees of the Parties, including their officers, not directly assigned at the site for the performance of the Contract, except as may be approved by the Management Committee.

9.2 The Parties shall provide salaried management employees to the Joint Venture. Such salaried employees shall remain employees of their respective Party, and shall be leased to the Joint Venture at cost, which shall include base salary, standard benefits, payroll taxes and workers compensation insurance.

9.3 Equipment which is owned by each of the Parties that is used on the Projects shall be rented to the Joint Venture at mutually agreeable rental rates as determined by the Management Committee.

10. **Bank Accounts and Borrowing.** A bank account or bank accounts shall be opened in a bank or banks chosen by the Management Committee, under such description as the Committee may determine, in which all funds advanced by the Parties for the performance of a Contract and all funds received by the Joint Venture from all sources in connection with a Contract shall be deposited. Funds may be withdrawn as the Management Committee may direct; however, any checks, drafts or other instruments must have two signatures, one from an authorized representative of each Party.

10.1. Neither of the Parties nor their representatives designated pursuant to Section 4 above, shall have the power to borrow moneys or to pledge the credit of any Party or to pledge the Parties' joint credit.

10.2. No part of any advances deposited in the Joint Venture bank account or accounts shall be returned to any of the Parties and no distribution of profits shall be made prior to the completion of a Contract except as may otherwise be authorized by the Committee.

11. **Working Capital and Contract Funds.** All moneys contributed by the Parties and all moneys received as payment under a Contract or otherwise received shall be treated and regarded as and are hereby declared to be trust funds for the performance of that Contract and

for no other purpose until that Contract shall have been fully completed and all obligations of the Parties have been paid or otherwise discharged or adequate reserves have been set up to take care of any such obligations. The reserves likewise shall be treated as trust funds until the reserves shall have been disbursed for the purpose for which they were created or returned to the Parties as provided in this Agreement.

12. **Books of Account and Contract Records.** Separate books of account of the transactions of the Joint Venture shall be kept and maintained by the Managing Party at its principal office or at the jobsite, and the same shall be available for inspection by either Party at any reasonable time.

12.1. The books of the Joint Venture shall be maintained on a percentage of completion basis and the tax returns of the Joint Venture shall be prepared in accordance with percentage of Completion - Capitalized Cost Method (IRS Section 460(A)).

12.2. The Managing Party shall furnish the other Party or Parties from time to time with such statements and reports relating to the progress of the performance of the Agreement and to the financial condition of the Joint Venture as the other Party reasonably may request.

12.3. At the completion of the Joint Venture Agreement, and at such intervals as the Parties may agree upon, each Party shall be furnished with a complete account of the receipts and disbursements of the Joint Venture. During the existence of the Joint Venture and at the completion of the Joint Venture Agreement, if requested by either Party, the accounts of the Joint Venture shall be audited by an independent certified public accountant mutually agreeable to the Parties. The requested audit shall be performed in a manner which will permit the accountant to express an unqualified accountant's opinion with respect to the financial statements of the Joint Venture. The cost of each audit shall be borne by the Party requesting the audit.

12.4. To the extent that accounting and/or project records must be kept after to the completion of a Contract, pursuant to a provision of law or the requirements of the Contract, the records shall be kept at such place or places as the Management Committee may determine, and the cost to store and maintain the records shall be borne by the Parties in the proportions stated in Section 5 above.

12.5. Each Party shall own its proportionate share as allocated in Paragraph 5 above, of all equipment, machines, tools, materials, supplies and other property purchased by the Joint Venture or charged to the account of the Joint Venture. At the completion of a Contract, or sooner if the property is deemed by the Management Committee to be no longer required for the performance of the Joint Venture Agreement, the property shall be divided between the Parties in a manner agreed upon by the Parties. If the Parties are unable to agree on the division of some or all of the property, the property as to which the Parties are unable to agree shall be sold and each Party shall be paid its Proportionate Share of the sale proceeds. All funds and property acquired by the Joint Venture shall be held in the name of the Joint Venture.

12.6 Pursuant to Section 6231(a) of the IRS Code, RABC is hereby designated as the "Tax Matters Partner" for the Joint Venture, and may take any action on behalf of the Joint

Venture as Tax Matters Partner. RABC is expressly authorized on behalf of the Joint Venture or any party any act that may be necessary to make this designation effective under any regulation, rule, procedure or instruction that may be issued by the Internal Revenue Service. The Parties may at any time elect a new Tax Matters Partner by vote of the Management Committee. The Tax Matters Partner shall prepare or supervise the preparation of all tax returns for the Joint Venture, and shall be entitled to reimbursement for any outside expenses associated with such preparation.

13. **Insurance and Surety Bonds.** The Joint Venture shall carry any insurance that may be required by a Contract or deemed advisable from time to time by the Management Committee, with insurers that are approved by the Parties. The types and amounts of insurance provided by the Joint Venture for a Contract or provided as determined by the Management Committee shall be incorporated into this Agreement by written amendment

13.1. Each certificate of insurance and endorsement for insurance obtained by the Joint Venture shall name the Parties, their officers, agents, and employees as additional insureds, provide contractual liability coverage as to the Contract(s), and shall provide that it will not be canceled without thirty (30) days written notice to each of the Parties.

13.2. The Joint Venture shall provide payment and performance surety bonds in the form and amount(s) required by a Contract. The Parties shall arrange for the payment and performance surety bonds to be obtained from their respective sureties in the proportion as provided for in Section 5 above. The cost of the surety bonds for a Contract shall be treated as a Cost of Joint Venture pursuant to Section 9 of this Agreement.

14. **Indemnification and Claims.** Each Party shall indemnify the other Party against any loss or liability, regardless of the proportions stated in Section 5 above, arising directly or indirectly from the indemnifying Party's breach of a Contract or the indemnifying Party's negligent or wrongful act or omission in the performance of its duties or obligations in connection with a Contract or in connection with this Joint Venture Agreement.

14.1. Each Party shall indemnify the other Party against any loss or liability exceeding the proportions stated in Section 5 above, which is incurred by reason of the execution of any surety company bonds or indemnity agreements executed in connection with the bonds and by reason of any payments required to be made in the performance of a Contract. This indemnity shall be limited to losses directly connected with or arising out of Contract, and shall not include consequential or indirect damages.

14.2. Each Party shall indemnify the other Party against any loss or liability suffered by the other Party, which exceeds the proportions stated in Section 4 above, in the event of a claim against the Joint Venture which is not due to either Party's act or omission as described in the first paragraph of this Section 14.

14.3. Each Party shall indemnify the other Party from any loss or liability arising from claims against the indemnifying Party which are unrelated to or outside of the scope of this Joint Venture Agreement.

14.4. The Parties shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct

was in the best interests of the Joint Venture and such course of conduct did not constitute negligence or misconduct. The Parties shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with the Joint Venture provided each Party consents to or ratifies the settlement.

14.5. "Indemnify" or "Indemnifies" as used in this Joint Venture Agreement shall mean that the indemnifying Party shall fully indemnify, defend, and hold harmless the other Party.

14.6. Should any sums be owed by one Party to the other Party pursuant to this Section 14, the sums will be deducted from any distributions or returns to which the indemnifying Party would otherwise be entitled under this Joint Venture Agreement and shall be paid instead to the other Party; provided, however, that the payment shall in no way limit any legal, equitable or statutory rights or remedies which the other Party may have against the indemnifying Party or others.

14.7. In the event claims are alleged against the Joint Venture and it cannot be determined which of the Parties caused or contributed to the event giving rise to the claim, or the claim is due to a third party not acting on behalf of either of the Parties, then the Parties, in accordance with their respective proportionate share as set forth in Section 5 above, shall without prejudice to any claims they may have against each other, cooperate and assist one another in defending or seeking redress from the third party.

14.8. No claims arising out of, or related to, the operation or conduct of the Joint Venture which are asserted against one or both of the Parties or against the Joint Venture by a third party claimant shall be settled except with the unanimous consent of the Management Committee or of both Parties.

15. **Bankruptcy or Insolvency.** In the event of the bankruptcy or insolvency of any of the Parties or should any of the Parties commit any act of bankruptcy or take advantage of any bankruptcy, reorganization composition or arrangement statute, then the insolvent Party shall: (i) cease to have any say or voice in the management of any Contract; (ii) its delegation of authority to its appointed representative on the Management Committee shall be deemed cancelled; (iii) the representatives appointed by the other Party shall have the full power and authority previously delegated by the insolvent Party to its representatives, and (iv) whenever it is provided in this Joint Venture Agreement that the act, consent, or decisions of the Parties are required, it shall be deemed to mean the act, consent or decision of the other Party excluding the insolvent Party.

15.1. The insolvent Party shall remain liable for its share of any losses as provided in this Agreement and shall be entitled to receive its share of the profits, if any, as provided in this Agreement, to be paid at the time and in the manner as provided in this Agreement.

16. **No Assignment of Joint Venture Agreement or Joint Venture Interest.** Neither this Agreement nor any interest of the Parties or any of them in this Agreement, including interest in any moneys belonging to or which may accrue to the Joint Venture in connection with a Contract or any interest in the joint accounts or in any property of any kind employed or used in connection with any Contract may be assigned, pledged, transferred or hypothecated by the

Joint Venture or any Party to this Joint Venture Agreement without the prior written consent of all of the Parties.

16.1. In the event one of the Parties desires to obtain banking accommodations, that Party may assign, pledge or hypothecate its interest in the moneys to be received by that Party pursuant to this Joint Venture Agreement to the lending institution as security for a banking accommodation with the prior written consent of the other Party hereto.

17. **Rights of Creditors.** The right of any person or entity claiming by, through or under a Party (including without limitation creditors, receivers, trustees, assignees, garnishees, executors, or administrators), to assert any claim against the right, title and interest of the Party in the Joint Venture shall be limited solely to the right to claim or receive after completion of the Contract(s) and after the closing of the accounts of the Joint Venture, the distributive share of that Party in the net proceeds payable pursuant to this Joint Venture Agreement subject to the equities and prior rights of the other Party as set forth in this Agreement.

18. **Governing Law.** All questions relative to the execution, validity, interpretation and performance of this Joint Venture Agreement shall be governed by the laws of California.

19. **Binding on Successors.** This Agreement shall bind the Parties hereto and their respective successors. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person, firm or corporation other than the Parties hereto and their successors, any right, remedy or claim under this Agreement or by reason hereof, or any covenant, stipulation, promise or agreement hereof, and all covenants, stipulations, promises and agreements herein contained shall be for the sole and exclusive benefit of the Parties hereto and their respective successors.

20. **Notices.** Any notices required to be given by the terms and provisions of this Agreement shall be in writing and shall be deemed to have been served and given on the day such notice is personally delivered or five (5) calendar days after the date the notice is deposited by either registered or certified mail, postage prepaid, in a United States General or Branch Post Office, addressed to the Party hereto to whom directed, at its respective address, to the attention of the Party's current representatives to the Management Committee.

21. **Automatic Termination.** This Agreement shall remain in effect only for such length of time as may be necessary to carry out the undertaking and the terms and conditions of this Agreement. If any Contracts are awarded to the Joint Venture, this Joint Venture Agreement shall remain in effect until all obligations arising under or relating to the Contracts have been fully performed, including satisfaction or settlement of any third party liability claims that may arise.

22. **Disputes.** The Parties will expeditiously resolve disputes among the Parties as follows:

22.1 Any dispute arising among the Parties under this Agreement shall be first submitted to the Management Committee for resolution.

22.2 In the event the Management Committee is unable to resolve the dispute within 30 days after the dispute is referred to the Management Committee for resolution, or such

other time as the Parties mutually agree, the matter will be referred upon the written notice of either Party to the Chief Executive Officers of RABC and EC Constructors, respectively, for resolution, and shall be empowered and authorized to bind their respective Party with respect to the matter in dispute, and to settle the issue on behalf of their respective Party.

22.3 In the event the dispute cannot be resolved by the Parties' representatives within 30 days, the dispute shall be submitted to non-binding mediation. The Parties shall endeavor to agree on a mediator. If the Parties cannot agree on a mediator, then the Parties shall submit the dispute to the American Arbitration Association for selection of a mediator. The Parties shall share equally all costs and expenses of the mediator.

22.4 Pending resolution of a dispute under this Section, the Management Committee may make an interim decision and such interim decision will be executed by the Joint Venture if an immediate decision is necessary to continue the Joint Venture's operations, including execution or performance of a Contract, and compliance with such decision would not cause irreparable harm to the Joint Venture or any Party.

22.5 In the event the dispute cannot be resolved by the Parties' representatives within 30 days, the dispute shall be resolved exclusively by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, or such other arbitration service as may be mutually agreed by the parties. The resulting arbitration decision shall be final and conclusive without resort to any court or judicial tribunal except that the award of the appointed arbitrator may be submitted for judgment and execution in a court of competent jurisdiction. The parties shall jointly appoint an arbitrator. The arbitration shall take place in San Diego, California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The costs and fees imposed by the arbitrator for its expenses shall be borne equally by the Parties. Each Party shall bear entirely its own attorney's fees and expenses, unless otherwise contemplated in this Agreement or awarded in such arbitration. If the parties are unable to agree on a single arbitrator, then the administering arbitration service shall appoint an arbitrator utilizing the AAA Commercial Arbitration Rules procedures.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute a single instrument.

Date: OCT 11TH, 2013

RA Burch Construction Company Inc.



Robert A. Burch
Chief Executive Officer

Date: Oct. 9th, 2013

EC CONSTRUCTORS, INC.



Sherri L. Summers
Chief Executive Officer

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

RABC - ECC A JOINT VENTURE

License Number 986034

to engage in the business or act in the capacity of a contractor
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR

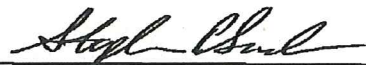
Witness my hand and seal this day,

August 15, 2013

Issued August 14, 2013



Paul Schifino, Board Chair



Stephen P. Sands, Registrar of Contractors

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

EXHIBIT A: GENERAL CONDITIONS



GENERAL CONDITIONS

FOR

**CITY OF GARDEN GROVE
FIRE STATION NO. 6 AND COMMUNITY BUILDING PROJECT**

between

**The City of Garden Grove
as Owner**

and

**RABC-ECC A Joint Venture
as Design-Builder**

GENERAL CONDITIONS

1. GENERAL PROVISIONS

1.1 DEFINITIONS.

Whenever the words defined in this section, or pronouns used in their stead, occur in any of the Agreement, they shall have the meaning herein given unless the context clearly indicates otherwise.

Affidavit of Final Completion. A sworn affidavit from Design-Builder and all Design Team Members identified in the Agreement submitted to City in a form approved by the City that the Work has been completed in strict accordance with the Contract Documents, no lawful debts for labor or materials are outstanding, all requests for payment of undisputed funds are accurate, complete and final and no additional compensation above the final payment is due under the Agreement, there is no existing default by Design-Builder or pending claim by a third party, and, upon receipt of final payment, Design-Builder and its Subcontractors acknowledge that City will be released from any claims or liability for additional sums on account of undisputed Work.

Agreement. When capitalized, means document signed by City and Design-Builder for performance of the Work, as amended from time to time, which sets forth the rights and obligations of the Parties, including all exhibits and attachments.

Applicable Laws. All laws, statutes, codes, ordinances, requirements, rules, tariffs, development regulations and other regulations of governmental authorities having jurisdiction over the Project, including, but not limited to, Applicable Law relating to disabled access.

Application for Payment. Application for Payment means the payment process described in Section 9.2 herein.

As-Built Drawings. A set of drawings updated and marked to show deviations made during construction, details in the Work not previously shown, changes to existing conditions found to differ from those shown on existing drawings, and the actual installed position of equipment and fixtures.

Best and Final Offer. The Best and Final Offer means the Design-Builder's best and final offer dated [INSERT] which is on file at [INSERT]

Certificate of Final Acceptance. The formal written acknowledgement issued by City to Design-Builder that the Work has been fully completed.

Certificate of Substantial Completion. The formal written acknowledgement issued by City to Design-Builder that the Project has attained Substantial Completion.

Change. Substitutions, alterations, additions or deletions in the Work.

Change Order. A written order implementing changes in the Work for which adjustments to the Contract Price and Contract Time as those terms are defined in the Agreement, if any, have been agreed upon prior to the issuance of the change order.

Change Order Request. A document submitted at the Design-Builder's own initiative to the City requesting that a Change Order be issued.

Change Notice. A document issued by City to Design-Builder detailing a proposed change in the Work, stating a proposed basis for adjustment, if any, in the Contract Price and Contract Time.

Change Proposal. A proposal for a Change Order submitted by the Design-Builder to the City, describing revisions to the Work and the basis for adjustment of the Contract Price and Contract Time, either in response to City's Change Notice or at the Design-Builder's own initiative in connection with a Change Order Request.

City. The City of Garden Grove.

City Manager. The Person holding the position of City Manager for the City of Garden Grove.

City Standards. The City Standards include Standard Plans and Specifications, 2015 ed., which include Street & Highway Standards, Storm Drain Standards, Traffic & Lighting Standards and Water and Sewer Standards.

Claim. A demand by Design-Builder for a time extension which is disputed by the City or payment of money or damages for work performed in connection with this Agreement that is disputed by the City.

Construction Documents. All technical drawings, shop drawings, working drawings, schedules, diagrams, specifications and samples, setting forth in detail the requirements necessary for construction of the Project in accordance with the Contract Documents, approved by the City and incorporated into this Agreement after such approval. All amendments to the Construction Documents must be approved by City in writing prior to incorporation into the Agreement and prior to the construction of the Work affected by the change.

Contract. Depending on the context, "Contract" shall mean the Agreement, or the Contract Documents, which establish the respective rights and obligations of the Parties.

Contract Documents. The documents described in Article 1 of the Agreement.

Contract Price. The Contract Price indicated in the Agreement.

Council. The Council of the City of Garden Grove.

Day. As used throughout the Agreement the terms "Day" or "Days" mean calendar days unless otherwise specifically designated.

Department. The Garden Grove Public Works Department.

Design and Performance Criteria. Those minimum performance and quality standards contained in the Preliminary Design Documents provided to the Design-Builder by the City.

Design-Builder. The Design-Builder means [INSERT NAME].

Design Documents. All drawings (including plans, elevations, sections, details and diagrams), Specifications, reports, calculations, records and submittals necessary for the design of the Project in accordance with the Contract Documents, following approval thereof by City and others as required by the Contract Documents.

Design-Build Team Members. The licensed Trade Subcontractors and Design Subcontractors identified in the Proposal.

Engineer. The Person designated by the City's Public Works Director as the Engineer for the Project.

Final Completion. The stage of performance when all Work has been completed in accordance with the Contract Documents including, without limitation, all correction or completion items noted in the Certificate of Substantial Completion. The determination of the date of Final Completion shall be made reasonably and in good faith by the City and shall be fixed in a Certificate of Final Acceptance issued by City.

Force Majeure. Failure of performance due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the party unable to perform, including but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, drought, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, government priorities, restraint by court order or public authority and action or non-action by or inability to obtain the necessary authorization or approvals from any governmental agency or authority, which by the exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence has been unable to overcome.

Governmental Approval. Any approval, authorization, certification, consent, exemption, filing, permit, registration, or ruling required to design and construct the Project, excluding only those approvals identified as the responsibility of the City in the Contract Documents.

Lead Design-Build Team Member. The entity with overall management responsibility for the Project.

Milestone Dates. Has the meaning set forth in Section 3.8.1.

Modification. A modification is (1) a written amendment to the Contract signed by both Parties; (2) a Change Order signed by both Parties; (3) a Unilateral Time and Material Change Order issued by the City.

Notice to Proceed. The written notice given by City to Design-Builder which authorizes the Design-Builder to commence performance of the Work.

Owner. Same as the City.

Parties. The Parties to the Agreement, City and Design-Builder.

Person. Any individual, corporation, company, joint venture, association, partnership, trust or unincorporated organization.

Preliminary Design Documents. Preliminary Design Documents are those documents approved by the City in writing in accordance with Section 5.6 of the Agreement.

Project. The terms "Project" shall have the same meaning contained in the Agreement and as further specified in the Proposal.

Project Schedule. The schedule for performance of the Work attached to the Proposal. The Project Schedule shall be adjusted pursuant to the provisions of the Contract Documents.

Proposal. The Proposal and amendments thereto means the Design-Builder's proposal dated [INSERT] on file at the [INSERT]. The Proposal also includes the Best and Final Offer.

Record Documents. The documents described in Section 3.9 herein.

Recovery Schedule. A plan submitted by Design-Builder in the event the Work is lagging behind the critical path, demonstrating Design-Builder's proposed plan to regain lost schedule progress and to achieve Substantial Completion in accordance with the requirements of the Contract Documents.

Request for Information. A document issued by the Design-Builder requesting information or clarification of the Contract Documents.

Services. When capitalized, means the sum total of productive and operative efforts used to generate the results as specified, indicated or implied in the Contract Documents, including all technical and professional services and Construction Documents. The term Services when used throughout the Contract Documents is interchangeable with the term "Work."

Shop Drawings. Shop drawings shall mean drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information, for the Work furnished by or on behalf of Design-Builder to illustrate a portion of the Work.

Site. Fire Station 6 and Community Building site is located 12252 West Street. The site is located within the City of Garden Grove, CA in the County of Orange and is depicted in the Conceptual Site Plan in Exhibit J.

Specifications. The Specifications mean the technical specifications of the product, material, equipment, and workmanship required for construction of the Project. The Specifications shall be prepared and submitted by the Design-Builder and shall conform to Applicable Laws and shall be approved by the City.

Subcontractor. Any Person who enters into a subcontract with Design-Builder to perform any part of the Work. Unless otherwise specified, Subcontractor excludes suppliers, manufacturers and distributors.

Substantial Completion. This terms is defined in Section 9.4.1.

Supplier. Any Person, other than employees of Design-Builder, who supplies machinery, equipment, materials or systems to Design-Builder or any Subcontractor in connection with performance of the Work.

Time and Material Change Order (TMCO). A Time and Materials Change Order, unilaterally issued by the City, shall instruct Design-Builder to perform Work, indicating expressly the intention to treat the items as changes in the Work, and setting forth the kind, character and limits of the Work as far as they can be ascertained, the terms under which changes to the Contract Price and Contract Time, if any, will be determined and the not to exceed estimated cost of the change. Upon final determination of the allowable costs, the Change Order shall be finalized to set forth the final adjustment to the Contract Price.

Turnkey Contract Basis. The Design-Builder agrees to provide a completely finished facility ready for occupancy and use in accordance with the requirements of the Contract Documents, not to exceed the Contract Price, within the Contract Time, and the Design-Builder assumes all risks relating to cost overruns, defects and delays arising from the design and/or the method of construction.

Work. All of the administrative, design, engineering, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, maintenance, documentation and other duties and services to be furnished and provided by Design-Builder as required by the Contract Documents, including all efforts necessary and appropriate to achieve Final Completion of the Project at the Site, except for those efforts which the Contract Documents specify will be performed by City or other Persons.

Work Directive. A written order signed by the City in the event of any dispute regarding the scope of the Work. The Work Directive will describe the Work in question and will state the basis for determining compensation, if any, pending resolution of the dispute.

1.2 CORRELATION AND INTENT OF CONTRACT DOCUMENTS.

1.2.1 Complimentary Documents. It is the intent of the City and Design-Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all, that is, to the extent there is no conflict in which case the order of precedence set forth Article 1 of the Agreement shall govern.

1.2.2 Severability. In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void by a court of competent jurisdiction or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, and all remaining provisions hereof shall, in other respects, continue in full force and effect.

1.2.3 Provisions Required by Law Deemed Inserted. Each and every provision and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause is included herein.

1.2.4 Explanations, Errors and Omissions. The Design-Builder will not be allowed to take advantage of any error or omission in the Contract Documents. Should it appear that the Work to be done or any matter relative thereto is not sufficiently detailed or explained in the Contract Documents, Design-Builder shall submit a Request for Information to Engineer, in writing, asking for such further written explanations as may be necessary. Design-Builder shall conform to the explanation provided. Design-Builder shall promptly notify the Engineer of all errors, omissions, inconsistencies or other defects (including inaccuracies and inconsistencies) which it may discover in the Contract Documents, and obtain specific instructions in writing regarding any such error, omission or defect, before proceeding with the Work affected thereby. Omission from the Contract Documents or the misdescription of details of Work which are necessary to carry out the intent of the Contract Documents, or which are customarily performed, shall not relieve Design-Builder from performing such omitted Work (no matter how extensive) or misdescribed details of the Work and they shall be performed as if fully and correctly set forth and described in the Contract Documents, without entitlement to a Change Order hereunder.

1.2.5 Interpretation. The Contract Documents are intended to be coordinated so that figures, words or notes exhibited on plans and not mentioned in the Construction Documents (including, the Design Documents), or vice versa, are to be executed to the true intent and meaning thereof, the same as if mentioned in the Construction Documents (including, the Design Documents). Work shown on plans, the dimensions of which are not given, is to be accurately followed according to the scale to which plans are made, but figured dimensions in all cases are to be followed, although they may differ from the scale measurements. The Engineer will interpret the meaning of any part of the Contract Documents about which any misunderstanding may arise, and his decision shall be final. In the event of the Design-Builder's failure to give such notice, the Design-Builder shall make good any damage or defect caused thereby. The execution of work specially detailed or explained without a previous written claim for an extra charge, shall constitute an acceptance by the Design-Builder of the detailed explanations as being in conformity with the Work covered by the Contract.

1.2.6 Meaning of Words. Unless otherwise stated in the Contract Documents, words which have well-known, technical or construction industry meanings are used in accordance with such recognized meanings. Whenever in the Contract Documents the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation,

or prescription of the Engineer is intended, and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved or acceptable to, or satisfactory to the Engineer unless otherwise expressly stated.

1.3 OWNERSHIP AND USE OF DOCUMENTS.

1.3.1 The Construction Documents and other Project-related documents and electronic data prepared by or on behalf of the Design-Builder for the Project shall be deemed to be "works for hire" and are the property of the City. The Design-Builder hereby assigns to the City, without reservation, all copyrights to all Project-related documents, models, computer drawings and other electronic expression, photographs, and other expression produced by the Design-Builder. Among those documents are certain "Instruments of Service," including the design drawings, Construction Documents (including, the Design Documents), and other documents that are required by the Contract Documents. Design-Builder shall obtain a valid written assignment of copyrights from its consultants in terms identical to those that obligate the Design-Builder to the City as expressed in this subsection, which copyrights the Design-Builder hereby assigns to the City. The City, in turn, hereby grants to the Design-Builder a nonexclusive license to reproduce the documents for purposes relating directly to the Design-Builder's performance of this Project, for the Design-Builder's archival records, and for the Design-Builder's reproduction of drawings and photographs in the Design-Builder's marketing materials provided the contents of those materials, as to this Project, are approved by City in writing. No other Project-related documents may be reproduced for any other purpose without the express written permission of the City. No other copyrights are included in this grant of nonexclusive license to the Design-Builder. This nonexclusive license shall terminate immediately upon the breach of this Agreement by the Design-Builder.

1.3.2 A copy of every technical memorandum and report prepared by Design-Builder shall be submitted to the City to demonstrate progress toward completion of Work. In the event City rejects or has comments on any such work product, City shall identify specific requirements for satisfactory completion by Design-Builder. Design-Builder shall provide City with Project-related documents in reproducible or electronic format, upon City's written request. Complete Record Documents shall be turned over to City upon termination of this Agreement or Final Completion, whichever occurs first. If the City subsequently reproduces Project-related documents or creates (or causes to create) a derivative work based upon Project-related documents created by the Design-Builder, the City shall remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Design-Builder and its consultants. However, where required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original architect or the scopes of the reuse of the documents may remain or be applied. City agrees to hold harmless and indemnify to the fullest extent permitted by law, Design-Builder against claims and costs that may arise from the alteration of these project-related documents by City when used for other projects unless the claims or costs arise from the negligence or willful acts of the Design- Builder.

1.3.3 If the Design-Builder believes or is advised by any design professional retained to provide services on the Project that implementation of any instructions received from the City would cause a violation of any Applicable Law, the Design-Builder shall notify the City in writing.

2. OWNER

2.1 INSPECTION BY CITY

2.1.1 The Work shall be done in strict compliance with the approved Contract Documents to the satisfaction of the Engineer. The Engineer shall decide all questions, which may arise as to the quality or acceptability of the Work performed and as to the manner or performance and rate of progress of the Work, and all questions as to progress payments or compensation.

2.1.2 The Engineer shall, at all times, have the right to inspect the Work and materials in the course of manufacture, assembly or installation and make such tests from time to time as may be deemed advisable. The Design-Builder shall keep the Engineer, or his designated representative, informed as to the progress of the Work, giving ample notice, in advance, of appropriate times for inspection and tests, and shall furnish reasonable facilities for such inspection and tests for obtaining such information as Engineer may require respecting the Work and the character of the materials used.

2.1.3 The Engineer may, in his discretion, inspect upon delivery all equipment and material purchased for this Project, and if any equipment or material is found not to comply with the Contract Documents, such equipment or material will be rejected.

2.1.4 The Design-Builder shall make available all facilities providing materials or equipment to the Project for inspection during manufacture, and at the Site and shops or yards as desired, and shall not conceal any Work requiring inspection until the same has been approved by the Engineer. If such Work should be concealed before inspection, the Design-Builder will be required to remove such portions of the Work already installed as may be necessary to enable such inspection to be made.

2.1.5 As more particularly described in Article 12 herein, all Work rejected shall be remedied, or removed and replaced by the Design-Builder in a manner acceptable to the Engineer and no compensation therefor will be allowed or paid therefor to the Design-Builder. Any work done beyond the lines and grades shown on the Contract Documents or established by the Engineer, or any extra work done without valid written authority, will be considered as unauthorized and will not be paid for. Such unauthorized work done may be ordered removed at the Design-Builder's expense. Upon failure on the part of the Design-Builder to comply promptly with any order of the Engineer made under the provisions of these Contract Documents, the Engineer shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed at the expense of Design-Builder, and to deduct the cost from any monies due or to become due the Design-Builder under this Contract.

2.1.6 Inspection or approval of the Work shall not relieve the Design-Builder of any obligation to faithfully perform and comply with the Contract, and defective work shall be made good and noncompliant materials rejected and replaced at Design-Builder's expense, notwithstanding that such defective work has been previously overlooked by the Engineer and approved.

2.1.7 The Engineers' inspections, as provided for in this Section 2.1, shall not be in-lieu of the City building officials' inspections.

3. DESIGN-BUILDER

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.1.1 By executing this Agreement, Design-Builder represents: (1) that it has visited the Site, familiarized itself with the local and as-built conditions under which the Work is to be performed; (2) that it has familiarized itself with the nature, location and extent of concurrent construction projects in the vicinity of the Project; (3) that it has familiarized itself with the nature and extent of the Contract Documents, the Work, all Applicable Laws that may affect costs, progress, performance or furnishing of the Work; (4) that it has correlated local conditions and requirements with the City's requirements, schedule and budget; (5) that it has advised City of any local conditions or requirements which vary from City's requirements and made recommendations to cure such variances; (6) that it is fully experienced, qualified and competent to perform the services set forth in this Agreement; (7) that it is properly equipped, organized and financed to perform the Work; (8) that it is properly permitted, licensed and registered by the State of California to perform the services of a design-build Design-Builder; (9) that it has familiarized itself with all conditions bearing upon transportation, disposal, handling and storage of materials; (10) that it has familiarized itself with the availability of labor, water, electric power, and roads; (11) that it has familiarized itself with uncertainties of weather and physical conditions at the Site; (12) that it has familiarized itself with the character of equipment and facilities needed preliminary to and during performance of the Work; and (13) that it has familiarized itself with the staging and material storage constraints of the Site and will confine its staging and storage operations to approved areas. In addition, and without limiting the foregoing warranties, Design-Builder represents and warrants to City as follows:

3.1.2 Design-Builder has obtained and studied (or assumes responsibility to do so) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the Site or conditions which otherwise may affect the cost, progress, performance or furnishing of the Work, as Design-Builder considers necessary for the performance of the Work hereinafter defined, within the Contract Time and schedule and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Design-Builder for such purposes. Design-Builder may rely upon the accuracy of the technical data contained in any such documents provided by the City, but not upon non-technical data, interpretations, opinions or conditional statements contained therein or for the completeness thereof for Design-Builder's purposes.

3.2 LABOR AND MATERIALS

3.2.1 Labor Code. The Design-Builder shall strictly adhere to the provisions of the Labor Code regarding minimum wages, the 8-hour day, the 40-hour week, overtime, Saturday, Sunday and holiday work, apprentice employment and training, workers' compensation,

certification, non-discrimination and prevailing wages, all as more specifically set forth in Article 15 herein.

3.2.2 Preparation for Shipment. The Design-Builder or Design-Builder's Suppliers shall prepare all articles and materials for shipment in such a manner as to protect them from damage in transit, and shall be responsible for and repair all damaged parts or replace all losses incurred in transit to the designated delivery point. When necessary, heavy parts shall be mounted on skids or crated, and all articles or materials that might otherwise be lost shall be boxed or wired in bundles. All articles shall be plainly marked for identification and destination. The Design-Builder shall prepare proper commercial bills of lading, three copies of which, together with a complete shipping list, shall be sent to the Engineer.

3.2.3 Identification. All correspondence, drawings, shipping papers, documents and invoices pertaining to equipment described in the Contract Documents shall be plainly marked with the number of the Purchase Order Number. All bundles, boxes, crates, containers, and pieces of equipment shipped under the Contract Documents shall be plainly labeled with said number.

3.2.4 Delivery. Delivery shall mean the delivery to the Site of complete equipment or material components required by, and complying with, the Contract Documents.

3.2.4.1 The Design-Builder shall place orders for all equipment in time to prevent any delay in the Project Schedule or Substantial Completion of Project. If any materials or equipment are not ordered in time, additional charges made by equipment manufacturers to complete their equipment in time to meet the Project Schedule, together with any special handling charges, shall be borne by the Design-Builder.

3.2.4.2 Materials shall be delivered in sample quantities from time to time as may be necessary for the uninterrupted progress of the Work. They shall be stored so as to cause the least obstruction to the Site and distributed so as to prevent overloading any portion of the structure. These areas shall be only in approved locations and shall not interfere with the work of any Separate Design-Builders with the use of property adjacent to the Site.

3.2.4.3 The Design-Builder shall provide facilities and personnel for unloading, receiving, and warehousing all equipment and materials at the Site. The City may, at the written request of the Design-Builder, furnish the personnel and facilities to unload, receive and warehouse the equipment and materials required under this Contract. For this service, the Design-Builder agrees to promptly pay the expense of the use of City personnel and equipment. Before the City will arrange to render the service, however, the Design-Builder shall first send a copy of the bill of lading to the Engineer. In performing this service, the City shall act as the agent of the Design-Builder. It is distinctly understood that the City shall in no event be responsible for, nor does it assume any liability for, the equipment or materials received under this section, although reasonable care will be taken to check and store them.

3.2.4.4 All Work, equipment and materials shall be protected at all times. The Design-Builder shall make good all damage caused either directly or indirectly by his employees or Subcontractors. The Design-Builder shall also protect his own Work from damage. The Design-Builder shall close all pipe openings with caps or plugs during installation. The

Design-Builder shall protect all of his equipment and materials against dirt, water, chemical and mechanical injury. Upon completion, all Work shall be thoroughly cleaned and delivered in a new condition.

3.2.5 Property Ownership

3.2.5.1 Except as otherwise provided for in these General Conditions, title to all material and equipment shall vest in the City upon shipment thereof, but all risk or loss in respect thereto shall remain with the Design-Builder until the City has accepted the material and equipment following Final Completion. This risk of loss includes insuring the shipment and acting as the principal plaintiff in case of damage incurred during shipment or erection of the equipment.

3.2.5.2 Although title to the equipment and material passes to the City upon shipment, as above specified, the Design-Builder shall have the charge and care thereof until Final Completion. The Design-Builder shall bear the expense of any theft or damage whatever to the equipment and materials during that period except that the City will bear the expense of any such damage that is caused by its negligence.

3.2.5.3 In case of a personal property tax being levied upon the equipment and materials to be furnished and installed under the Contract after delivery on the Site and the Design-Builder is required to pay such tax, the City will reimburse the Design-Builder for such tax upon presentation of a certified copy of such tax statement. In the event of such reimbursement by the City, the Design-Builder shall cooperate with the City and furnish such authority to the City as it may need in order to prosecute an action for refund of such taxes, and in the event of such a refund, the refunded taxes shall become the property of the City.

3.2.5.4 The Design-Builder offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Design-Builder, without further acknowledgment by the Parties.

3.3 SUBSTITUTIONS

3.3.1 The burden of proof as to the type, function, and quality of any such substitution product, material or equipment shall be upon the Design-Builder. The final determination of the acceptability of substitute items rests solely in the discretion of the City.

3.3.2 Without any increase in cost to the City, the Design-Builder shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the Design-Builder's purchase thereof for incorporation in the Work, whether or not the City accepts the proposed substitution or proposed equipment or material. The Design-Builder shall reimburse the City for the charges of the City for evaluating each proposed substitution.

3.4 WARRANTY

3.4.1 Without limiting any other rights of Design-Builder, Design-Builder warrants to City that: all equipment and materials furnished under the Contract will be of good quality and new; that the Work will be free from defects, including design defects, errors and omissions; the Project shall be fit for use for its intended function; and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not made in accordance with the Contract Documents, shall be considered defective. If required by the Engineer, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment furnished. Without limiting any other rights or remedies of the City, if any defect in the Work arises within one (1) year after the date of Substantial Completion or five (5) years after the date of Substantial Completion for the proposed Work, the Design-Builder, upon receipt of written notice of such defect, as provided in Article 12 herein, shall promptly repair or replace such defective Work without cost to City.

3.4.2 Design-Builder shall obtain in the name of the City (or such other name as City may designate in writing to Design-Builder) and transfer or assign to City or City's designee at the time of Final Completion of the Work, any and all warranties or guarantees which Design-Builder is required to obtain pursuant to the Contract Documents which Design-Builder obtained from any other person or entity other than Design-Builder and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

3.4.3 Design-Builder agrees to obtain from Subcontractors, material suppliers and manufacturers, warranties for labor and materials which extend beyond the one (1) year warranty and correction period required by the Contract for the following systems: any warranty upgrades or extensions which are offered by manufacturers of any equipment or system utilized in the Project, as part of the manufacturer's standard warranties shall be offered to the City by the Design-Builder.

3.5 TAXES

Design-Builder shall pay all sales, consumer, use, gross receipts and other similar taxes required to be paid by Design-Builder in accordance with Applicable Laws, which are applicable during the performance of the Work.

3.6 APPLICABLE LAW

The Design-Builder shall keep fully informed of all Applicable Laws which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents for the Work in relation to any Applicable Law, including a change in Applicable Law, the Design-Builder shall forthwith report the same to the Engineer in writing. The Design-Builder shall at all times, observe and comply with and shall cause all of his agents and employees to observe and comply with, all Applicable Laws. If the Design-Builder performs the Work knowing it to be contrary to

Applicable Law, the Design-Builder shall assume full responsibility and bear costs applicable to correction.

3.7 PERMITS, LICENSES AND INSPECTIONS

The City will apply for the plan check or checks, and the Design-Builder will apply for the general construction permit or permits. The Design-Builder shall obtain and pay for all plumbing and electrical permits and licenses, all permits and inspection in connection with the work or operations in or over public streets and highways, and all other permits and inspections required in connection with the Work to be done under the Contract Documents, unless otherwise specified herein. The Design-Builder shall comply with and give notices required by all Applicable Laws.

3.8 SCHEDULE

3.8.1 Design-Builder shall prepare and submit a Project Schedule and any amendments thereto for City's approval. Amendments to the Project Schedule shall be in a detailed precedence-style critical path method (CPM) format satisfactory to the City and the Design-Builder which shall also: (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as Milestone Dates). Upon review by the City of the Project Schedule as a whole and of the Milestone Dates, the Project Schedule shall be deemed part of the Contract Documents.

The Project Schedule shall be promptly revised by the Design-Builder in accordance with the recommendations of the City, if needed, and resubmitted. The Design-Builder shall monitor the progress of the Work for conformance with the requirements of the Project Schedule and shall promptly advise the City of any delays or potential delays.

3.8.2 With each Application for Payment submitted by Design-Builder, other than the Final Application for Payment, the Design-Builder shall submit to the City, as directed by the City project manager, a current Project Schedule revised to indicate the portion of the Work executed during the time period covered by the Application for Payment, all progress slippages occurring during the previously covered time periods and the corrective actions taken or slippage carry-over into the time period covered by the Application for Payment, all anticipated delays or difficulties, a Recovery Schedule, as applicable, and all other information required to accurately present the actual status of the progress of the Work as of the date of Application for Payment and as may be further required by the City or Design-Builder. If the Design-Builder does not submit the currently revised Project Schedule with an Application for Payment, the City may withhold payment, in whole or in part, in addition to other causes for such withholding provided for in the Contract Documents. In the event any amendments to the Project Schedule indicate any delays, the Design-Builder shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any update constitute an adjustment in the Contract Time, any Milestone Date or the Contract Price unless any such adjustment is agreed to by the City and authorized pursuant to a Change Order.

3.8.3 In the event any update to the Project Schedule shows the Work or any part thereof is lagging the critical path by ten (10) days or more, Design-Builder shall submit a Recovery Schedule, demonstrating Design-Builder's proposed plan to regain lost schedule progress and to achieve Substantial Completion of the Work in accordance with the requirements of the Contract Documents.

3.9 RECORD DOCUMENTS AND AS-BUILTS

3.9.1 Design-Builder shall maintain in a safe place at the Site and make available to City for inspection and copying, one record copy of all drawings, specifications, requests for information, written amendments, Change Orders, field orders and work change directives, in good order. In addition, Design-Builder shall maintain at the Site, approved shop drawings, product data, samples and mock-ups, permits, inspection reports, test results, daily logs, schedules, subcontracts and purchase orders ("Record Documents"). The Record Documents shall be prepared and continuously updated during the prosecution of the Work. As part of Record Documents, Design-Builder shall maintain a set of As-Built Drawings on Site in good condition and shall use colored pencils to mark-up said set with "record information" in a legible manner to show:

- A. deviations from the drawings made during construction;
- B. details in the Work not previously shown;
- C. changes to existing conditions or existing conditions found to differ from those shown on any existing drawings, including unknown buried utilities or structures found;
- D. the actual installed position of equipment, piping, conduits, light switches, electrical fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, stub-outs and like items; and
- E. such other information as City may reasonably request.

Design-Builder's submittal of evidence of updated Record Documents shall be a condition precedent to City's duty to process payment applications.

3.9.2 Design-Builder, as part of the Contract Price, within thirty (30) calendar days after Substantial Completion or earlier termination of the Agreement and as a condition precedent to certifying of the final payment under the Contract, shall transfer the "As-Built" changes to the Work maintained by Design-Builder from the record drawings kept at the Site to: (a) a true and complete final set of "As-Built" mylar drawings capable of being reproduced and in the latest version of AUTOCAD format on compact disks or other City approved technology; (b) final approved shop drawings; and (C) a complete certified "As-Built" survey for the Site indicating the actual location of the improvements as constructed on the Site. The Design-Builder's duty to provide such As-Built Drawings, Shop Drawings and survey obligation shall survive the completion of the Work or termination of the Agreement.

3.10 INTELLECTUAL PROPERTY AND PATENT RIGHTS

3.10.1 The Design-Builder shall secure in writing from all patentees, copyright holders, and assignees of all Project-related documents, all copyrights, assignments, and licenses related to such expression (e.g., designs, drawings, Contract Documents, specifications, documents in computer form, etc.) as necessary to allow the City the full, unlimited, and unencumbered use of that expression for the execution, operation, maintenance, modernization or expansion of the Project. The Design-Builder shall immediately convey all such copyrights, assignments, and licenses to the City without reservation except that which is expressly allowed in this Article. In the case of products, materials, systems, etc., protected by patent, the Design-Builder and its consultants shall not specify or cause to be specified any infringing use of a patent.

3.10.2 Should the Design-Builder become aware of or receive notice of potential infringement of any intellectual property right related to the Project, regardless of the source of that awareness or notice, the Design-Builder shall (a) immediately cease the copying and any other activity which is the potential source of infringement; and within seven (7) calendar days (b) investigate the potential infringement; (c) submit to the City copies of all documents relating to that awareness, the notice, or the object thereof; and (d) issue to the City a complete written response and analysis of the potential infringement and the course of action recommended by the Design-Builder. The Design-Builder shall submit to the City a supplement of the initial report within seven (7) calendar days of the Design-Builder's receipt of, or awareness of, additional related information. Nothing in this Agreement shall be deemed to relieve the Design-Builder of its obligations under this Article, nor shall the City's receipt of the information indicated in this Article give rise to any duty or obligation on the part of City.

3.10.3 The Design-Builder and its Faithful Performance Bond Surety shall indemnify, defend, and hold harmless, the City from all liability, costs, and attorneys' fees incurred which are related to infringement of intellectual property rights, whether or not the infringement is potential, accused, or proven. Should the City become aware of, or receive notice of, potential, accused, or actual infringement of intellectual property rights, the City shall, in its sole option, have the right to engage independent legal counsel to advise the City as to the infringement. The costs and fees for such counsel shall be borne by the Design-Builder and shall be immediately recoverable by the City against amounts due or soon to be due to the Design-Builder or amounts already paid to the Design-Builder.

3.11 SUBMITTALS AND SHOP DRAWINGS

3.11.1 Design-Builder will review for compliance with the Contract Documents, approve and submit to Engineer, Shop Drawings, product data and similar submittals required by the Contract Documents. City will review and approve submittals in accordance with the Contract Documents. City's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the construction, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. City's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method,

technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item, as such, will not indicate approval of the assembly in which the item functions. Design-Builder shall make corrections required by City, and shall return the required number of corrected copies of the required submittal for review and approval. Design-Builder shall direct specific attention in writing to revisions other than the corrections called for by City on previous submittals. City's review and approval of required submittals shall not relieve Design-Builder from responsibility for any variation from the requirements of the Contract Documents unless Design-Builder has in writing called City's attention to each such variation at the time of submission and City has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the submittal.

3.11.2 Where a submittal is required by the Contract Documents of related construction provided prior to City's review and approval, Design-Builder shall bear the risk at the sole expense and responsibility of Design-Builder.

3.11.3 The Design-Builder shall prepare Shop Drawings necessary for the Work and shall check the same for accurate measurements taken from the Work, and when assured that such drawings have been properly prepared, shall submit same to the Engineer for approval.

3.11.4 When Shop Drawings cannot be made from actual dimensions taken from the Work but are prepared from the preliminary plans, it is distinctly understood that the Design-Builder is responsible for the accuracy of the information on which such drawings are prepared, for the City does not vouch for their accuracy, but will make available to the Design-Builder information upon which such plans were made.

3.11.5 It is definitely understood that the Engineer's approval of the Shop Drawings is for the design only and not for dimensions or structural accuracy, but will make available to Design-Builder information upon which such plans were made.

3.11.6 Any material ordered by the Design-Builder prior to the approval of Shop Drawings, shall be at his own risk. The Engineer shall have the right to keep Shop Drawings submitted for approval one week before returning to the Design-Builder with corrections or approval, and no claim for delay on this account shall be recognized. Any approved drawing prepared by the Design-Builder shall be furnished to the Engineer in PDF format.

3.12 USE OF SITE AND OTHER AREAS

3.12.1 Design-Builder shall confine construction equipment, the storage of materials and equipment and the operations of construction workers to those lands and areas allowed by the City and other land and areas allowed by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the Site with construction equipment or other materials or equipment. Design-Builder shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Design-Builder shall, to the fullest extent permitted by laws and regulations, indemnify and hold harmless City, City's consultants and anyone directly or indirectly employed by any of them from and against all

claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim or action, legal or equitable, brought by any such City or occupant against City, or any other party indemnified hereunder to the extent caused by or based upon Design-Builder's performance of the construction.

3.12.2 During the performance of the construction, Design-Builder shall keep the Site free from accumulations of waste materials, rubbish and other debris resulting from the construction. At the completion of the construction Design-Builder shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment, temporary construction and machinery and surplus materials. Design-Builder shall leave the Site clean and ready for occupancy by City at Substantial Completion.

3.12.3 Design-Builder shall restore to original condition all property not designated for alteration by the Contract Documents by Substantial Completion.

3.12.4 Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

3.12.5 The Design-Builder shall be responsible for protecting its property, material and equipment on the Site from vandalism and loss. Design-Builder shall be responsible for any fines, damages, and restoration costs associated with the staging area(s). The Design-Builder shall demobilize, leaving this storage area in a neat and clean condition prior to filing the Notice of Completion.

3.13 INDEMNITY

3.13.1 Subject to Section 3.13.3, Design-Builder shall release, defend, indemnify and hold harmless the City and its council members, officers, directors, agents and employees (collectively referred to as the "Indemnified Parties") from and against any and all alleged claims, causes of action, suits, judgments, investigations, legal or administrative proceedings, and losses (including those incurred in connection with the enforcement of this indemnity) arising out of, relating to or resulting from the following (each an "Indemnified Claim"):

- A. The breach or alleged breach of any of the contract terms by Design-Builder or any Design-Builder related entity; and/or
- B. The failure or alleged failure by Design-Builder or any Design-Builder related entity to comply with any governmental regulations (including regulations relating to the hazardous materials management); and/or
- C. Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the work, or arising out of any use in connection with the project of methods, processes, designs,

information, or other items furnished or communicated to the City or another Indemnified Party pursuant to the contract; provided that this indemnity shall not apply to any infringement resulting from the City's failure to comply with specific written instructions regarding use provided to the City by Design-Builder; and/or

- D. The alleged culpable act, error, omission, negligence, fraud, recklessness, willful misconduct, breach or misconduct of Design-Builder or any Design-Builder related entity; and/or
- E. Any and all claims by any governmental entity or taxing authority claiming taxes based on gross receipts, purchases or sales, the use of any property or income of any Design-Builder related entity or any of their respective agents, officers or employees with respect to any payment for the Work made to or earned by Design-Builder or any Design-Builder related entity; and/or
- F. Any and all stop payment notices and/or liens filed in connection with the Work, including all expenses and attorneys', accountants' and expert witness fees and costs incurred in discharging any stop payment notice or lien and any other liability to subcontractors or materialmen for failure to pay sums due for their work, services or material; provided, however that the City is not in default in undisputed payments owing to Design-Builder with respect to such Work or material; and/or
- G. Any release of hazardous materials or threatened release of hazardous materials (i) which was brought onto the site by Design-Builder or any Design-Builder related entity, or (ii) attributable to the negligence, fraud, recklessness, willful misconduct, or breach of applicable regulation, contract or regulatory permit by Design-Builder or any Design-Builder related entity regardless of the source, origin, or method of deposit of such hazardous materials; and/or
- H. To the extent of the negligence of Design-Builder or any Design-Builder related entity, the claim or assertion by any other contractor that Design-Builder or any Design-Builder related entity (i) interfered with or hindered the progress or completion of work being performed by such other contractor, so as to cause inconvenience disruption, delay, or loss, except where the Design-Builder or Design-Builder related entity was not in any manner engaged in performance of the Contract, or (ii) failure of Design-Builder or any Design-Builder related entity to cooperate reasonably with other contractors in accordance with the contract; and/or
- I. Design-Builder or any Design-Builder related entity's breach of or failure to perform an obligation that the City owes to a third party under law or under any agreement between the City and a third party, where (i) the City has delegated performance of the obligation to Design-Builder under the Contract or (ii) the acts or omissions of Design-Builder or any Design-Builder related entity which render the City unable to perform or abide by an obligation that the City owes

to a third party, under any agreement between the City and a third party, where the agreement was expressly disclosed to Design-Builder; and/or

- J. Inverse condemnation, trespass, nuisance or similar taking of or harm to real property by reason of any act or omission, whether intentional, reckless, negligent or otherwise of Design-Builder or any Design-Builder related entity, or the actual physical entry onto or encroachment upon another's property by Design-Builder or any Design-Builder related entity; and/or
- K. The failure of Design-Builder to fully comply with any insurance requirements; and/or
- L. Any failure to protect and/or maintain valuable papers and records that the Contract requires Design-Builder to maintain.

3.13.2 Subject to Section 3.13.3, Design-Builder shall release, defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, causes of action, suits, judgments, investigations, legal or administrative proceedings, and losses, arising out of, relating to or resulting from errors in the Design Documents furnished by Design-Builder, regardless of whether such errors were also included in the Project description or design concept drawings. Design-Builder agrees that, because the concepts in the Project description or design concept drawings are subject to review and modification by Design-Builder, (a) it is appropriate for Design-Builder to assume liability for errors in the completed project even though they may be related to errors in the Project description or design concept drawings and (b) such documents shall not be deemed "design furnished" by the City or any of the other Indemnified Parties, as the term "design furnished" is used in Civil Code section 2782. Design-Builder hereby waives the benefit (if any) of Civil Code section 2782 and agrees that this Section 2 constitutes an agreement governed by Civil Code section 2782.5.

3.13.3 The following restrictions shall apply to the indemnities set forth in Sections 3.13.1 and 3.13.2 above:

- A. Design-Builder's indemnity obligations shall not extend to any loss, damage or expense arising from the sole negligence or willful misconduct of an Indemnified Party.
- B. Except as permitted by Civil Code sections 2782.1, 2782.2 and 2782.5, such indemnities shall not inure to the benefit of an Indemnified Party so as to impose liability on Design-Builder for the active negligence of the City, or to relieve the City of liability for such active negligence.
- C. The requirement to provide an indemnity for breach of contract set forth in Section 3.13.1.A is intended to provide protection to the City with respect to third-party claims associated with such breach. It is not intended to provide the City with an alternative cause of action for damages incurred by the City with respect to such breach.

- D. With respect to work performed by a design professional as defined in California Civil Code section 2782.8, such indemnities shall apply only to the extent permitted by said Section 2782.8.

3.13.4 In claims by an employee of Design-Builder, a Design-Builder related entity, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Design-Builder or a subcontractor under workers' compensation, disability benefit or other employee benefits laws.

3.13.5 Design-Builder hereby acknowledges and agrees that it is its obligation to cause the project to be designed and to construct the project in accordance with the contract and that the Indemnified Parties are fully entitled to rely on its performance of such obligation. Design-Builder further agrees that any review and/or approval by the City and/or others under the Contract shall not relieve Design-Builder of any of its obligations under the contract or in any way diminish its liability for performance of such obligations to provide indemnities under the Contract.

4. ADMINISTRATION OF THE CONTRACT

4.1 ROLE OF THE ENGINEER

The Engineer or his designee(s) shall be responsible for oversight of the design, permitting and construction on City's behalf. Design-Builder shall deliver all Design Documents and Construction Documents and other submittals to the Engineer. All meetings regarding design and construction shall be coordinated through the Engineer. Design-Builder shall not be relieved of its obligations under the Contract Documents by City approvals.

4.2 CLAIMS AND DISPUTE RESOLUTION

4.2.1 Continuing the Work. Design-Builder shall carry on the Work and adhere to the Project Schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements or pending change order requests.

4.2.2 Dispute Resolution. If a dispute arises out of or relates to this Contract, or the breach thereof, the Parties agree that the following negotiation and mediation process shall be used before the filing of a legal action.

If the Design-Builder believes that any instruction, request, drawing, specifications, action, condition, omission, default or other situation obligates the City to pay additional compensation to the Design-Builder or to grant an extension of time for the completion of the Work, the Design-Builder shall notify the Engineer, in writing and certified under penalty of perjury of such claim within five (5) business days from the date he has actual or

constructive notice of the factual basis supporting the claim or at the weekly progress meeting required by the Contract Documents, whichever is sooner. The Design-Builder's failure to notify the Engineer within such period shall be deemed a waiver and relinquishment of the claim against the City.

If the Engineer determines that the work in question is Work covered by the Agreement and not extra work, or that the determination or order complained of is proper, the Engineer will issue a Work Directive ordering the Design-Builder to proceed and the Design-Builder must promptly comply. However, in order to reserve his right to claim compensation for such work or damages resulting from such compliance, the Design-Builder must within five (5) days after receiving notice of the Engineer's determination and direction, notify the Engineer in writing that the work is being performed as extra work and that the determination and direction is being complied with under protest.

After sending such notification, the Design Builder shall, within three (3) days schedule a meet and confer conference with the Engineer for settlement of the dispute.

4.2.3 If the Design-Builder fails to strictly adhere to the foregoing procedure for the resolution of disputes, the Design-Builder shall be deemed to have waived any claim for extra compensation or damages therefore, including any damages for delay. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with these provisions.

5. SUBCONTRACTORS, SUPPLIERS AND CONSULTANTS

5.1 SUBCONTRACTING ACT

5.1.1 The Subletting and Subcontracting Fair Practices Act, Sections 4100 et seq. of the California Public Contract Code ("Subcontracting Act") requires Persons bidding on public works contracts to identify certain major Subcontractors as part of their bids. Owner recognizes that because a design-build contract may be awarded prior to the completion of the design, it is often impracticable for the design-build entity to list all Subcontractors during the design and procurement phase of the Work. As a result, the Subcontractor listing requirements contained in the Subcontracting Act can create a conflict with the implementation of the design-build process by requiring all Subcontractors to be listed at a time when a sufficient set of plans may not be available. Owner recognizes that certain Subcontractors can only be selected by the Design-Builder after a certain amount of design work is completed. Therefore, Owner has postponed Design-Builder's obligation to identify certain Subcontractors, subject to Design-Builder's compliance with the Subcontractor selection policy set forth in this Article 5. All Subcontractors shall be afforded the protections contained in the Subcontracting Act.

5.1.2 Design-Builder shall comply with the Subcontracting Act when Design-Builder selects a Subcontractor to perform any portion of the Work. Design-Builder agrees that any Subcontractor not identified within the Proposal who will perform Work or labor or render Service in the performance of the Contract in the amount exceeding $\frac{1}{2}$ of 1% of the difference between the Total of the Contract Price and the amount allocated to Design Services, shall be submitted to the City for approval prior to the execution of any subcontract. Unless waived

in writing by the City, Design-Builder shall submit to the City for approval its final list of Subcontractors no later than Design Documents being 50% complete. Once a Subcontractor approved by the City has been selected for any such Work, Design-Builder shall not have the right to make any substitution of such Subcontractor except in accordance with the provisions of the Subcontracting Fair Practices Act, Public Contract Code §§ 4100, et seq. The Engineer shall serve as the hearing officer for the purposes of any hearing dealing with the substitution of a subcontractor.

5.2 OBJECTION

Design-Builder shall not employ any subcontractor, engineer, supplier or other individual or entity against whom City may have reasonable objection. Design-Builder shall not be required to employ any subcontractor, engineer, supplier or other individual or entity to furnish or perform any of the Work against whom Design-Builder has reasonable objection.

5.3 RESPONSIBILITY

Design-Builder shall be fully responsible to City for all acts and omissions of the subcontractors, engineers, suppliers and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Design-Builder. Nothing in the Contract Documents shall create for the benefit of any such subcontractor, engineer, supplier or other individual or entity any contractual relationship between City and any such subcontractor, engineer, supplier or other individual or entity, nor shall it create any obligation on the part of City to pay or to see to subcontractor, engineer, supplier or other individual or entity except as may otherwise be required by laws and regulations.

5.4 COORDINATION

Design-Builder shall be solely responsible for scheduling and coordinating subcontractors, engineers, suppliers and other individuals and entities performing or furnishing any of the Work under direct or indirect contract with Design-Builder. Design-Builder shall require all subcontractors, engineers, suppliers and such other individuals and entities performing or furnishing any of the Work to communicate with the City through Design-Builder.

5.5 SUBCONTRACT AGREEMENTS

All services performed or provided to and material and equipment supplied to Design-Builder by a Subcontractor or Supplier will be pursuant to an appropriate design subagreement or construction sub-agreement between Design-Builder and the Subcontractor, engineer or supplier which specifically binds the Subcontractor, engineer or supplier to the terms and conditions of the Contract Documents for the benefit of City. City shall have the right but not the obligation to review and accept the form and substance of Design-Builder's agreements with Subcontractors. Whenever any such agreement is with a Subcontractor, engineer or supplier who is listed as an additional insured on the property insurance provided for herein, the agreement between the Design-Builder and the Subcontractor, engineer or supplier will contain provisions whereby the Subcontractor, engineer or supplier waives all rights against City, Design-Builder, City's consultants and all other additional insureds for all losses and damages caused by any of the perils or causes of loss covered by such policies and any

other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any subcontractor, engineer or supplier, Design-Builder shall obtain the same.

5.6 ASSIGNMENT

Each subcontract agreement for a portion of the Work is assigned by the Design-Builder to the City provided that assignment is effective only after termination of the Contract by the City and only for those subcontract agreements which the City accepts by notifying the Subcontractor in writing. Said assignments are subject to the prior rights of the sureties obligated on the bonds relating to this Agreement. Each subcontract shall specifically provide that the City shall only be responsible to the Subcontractor for those obligations of the Design-Builder that accrue subsequent to the City's exercise of any rights under this contingent assignment.

6. PAYMENTS TO SUBCONTRACTORS AND STOP NOTICE CLAIMS

6.1 PROMPT PAYMENT

Design-Builder shall make prompt payment to its Subcontractors and Suppliers within ten (10) days after receipt of payment from City.

6.2 STOP NOTICE CLAIMS

If at any time there shall be evidence of the existence, whether or not same has been asserted, of any stop notice or claim arising out of or in connection with the performance or default in performance of this Contract or any subcontract or supply contract entered into by Design-Builder to perform this Contract, and if the City might become liable for the discharge or satisfaction of such stop notice or claim, then City shall have the right to retain out of any payment then due or thereafter to become due, in addition to amounts for retainage and as otherwise set forth in Article 9 herein, an amount of one hundred and twenty-five percent (125%) to discharge such stop notice or satisfy such claim and to reimburse the City and the representatives of City for all costs and expenses in connection therewith, including attorney's fees. Further, the City, in its sole discretion, shall have the right to discharge or satisfy such stop notice or claim and pay all costs and expenses in connection therewith if the Design-Builder does not have such stop notice or claim discharged, bonded, or satisfied within ten (10) calendar Days after receiving notice thereof from City, or unless some other procedure for discharge or satisfaction of such stop notice or claim is agreed upon between City and Design-Builder. If the amounts retained by City are insufficient for the aforesaid purposes, or if such stop notice or claim remains undischarged or unsatisfied after all payments have been made to Design-Builder, then the Design-Builder shall refund to the City all monies that may have been paid to discharge such lien or satisfy such claims, including costs, expenses and attorney's fees in connection therewith.

7. CHANGES IN THE WORK

7.1 CHANGES

The City, without invalidating the Contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from Work, the Contract Price being adjusted accordingly. All changes in the Work shall be performed under applicable provisions of the Contract Documents. Design-Builder shall proceed promptly to perform the change unless otherwise directed in writing by the City. In giving instructions, the Engineer shall have authority to make minor Changes in Work not involving change in cost or time and not inconsistent with the intent of the Contract Documents. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made except in pursuance of a written Change Notice, Change Order or Time and Material Change Order issued by the City, and no claim for addition to contract sum shall be valid unless so ordered.

7.2 AUTHORITY TO ORDER CHANGES

7.2.1 No change shall be made nor extra work done except with the prior approval thereof by the Engineer and in conformity with the provisions of this Article. Minor changes in the Work that involve no extra cost, may be approved, authorized and ordered by the Engineer. The City's Public Works Director may execute any Change Orders for the Project provided the accumulated sum of this and all previous Change Orders do not exceed ten percent (10%) of the Contract Price. The City Council must approve any order for changes and/or extra work which exceed the foregoing limitation.

7.2.2 Design-Builder shall undertake, at its risk Work included in any oral request, order, Change Notice, Change Order or Time and Material Change Order issued by a Person in excess of that Person's authority as provided herein. Any Work performed by the Design-Builder beyond the lines and grades shown on the Contract Documents or any extra Work performed or provided by the Design-Builder without notice to the Engineer shall be considered unauthorized and at the sole expense of the Design-Builder. Work so done will not be measured or paid for and no extension of Contract Time will be granted on account thereof. Any such Work may be ordered removed at the Design-Builder's sole cost and expense. The failure of the City to direct or order removal of such Work shall not constitute acceptance or approval of the Work nor relieve the Design-Builder from any liability on account thereof.

7.3 OWNER INITIATED CHANGE NOTICE

7.3.1 City may issue a Change Notice, in writing, to the Design-Builder, describing a proposed Change to the Work and requesting the Design-Builder to submit a Change Proposal, in a format acceptable to City, within fifteen (15) calendar Days after City's issuance of the Change Notice. The Change Proposal shall include an analysis of impacts to cost and time, if any, to perform the extra work, or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs (broken down by the categories listed in Section 7.5 herein relating to change of the Contract Price) and Design-Builder's proposed methods to minimize costs, delay and disruption to the performance of the Work. If Design-Builder fails to submit a Change Proposal within such period of time, it

shall be presumed that the Change described in the Change Notice will not result in an increase to the Contract Price or Contract Time and the Change shall be performed by Design-Builder without such increases. A Change Notice does not authorize the Design-Builder to commence performance of the changed work, unless otherwise specified in the Change Notice.

7.3.2 If the Parties reach agreement on the cost of pricing such change, a Change Order will be issued. If the Parties do not agree on all terms for performance or compensation of the change, City will issue a unilateral Time and Material Change Order.

7.4 DESIGN-BUILDER INITIATED CHANGE ORDER REQUEST

If the Design-Builder alleges that instructions issued after the date of the Contract will result in increases to the Contract Price or Contract Time or the Design-Builder otherwise becomes aware of the need for or desirability of a Change in the Work, a Change Order Request ("COR") may be submitted to the Engineer in writing, in a format acceptable to City, and must specify the reasons for such change, including relevant circumstances and impacts on the schedule. Design-Builder shall submit a Change Proposal concurrently with the COR. The Design-Builder may request additional compensation and/or time through a COR but not for instances that occurred more than five (5) calendar Days prior to the COR. Design-Builder's failure to initiate a COR within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged Change. Any COR that is approved by City will be incorporated by a Change Notice, Change Order, or Time and Material Change Order. If the Engineer determines that the Work in question is not a Change, the Engineer will issue a Work Directive, ordering the Design-Builder to proceed with the Work without delay. If the COR is denied but the Design-Builder believes that it does have merit, the Design-Builder may submit a Claim in accordance with the procedures set forth herein.

7.5 CHANGE ORDER

Definition. A Change Order is a written order implementing Changes in the Work for which adjustments to the Contract Price and Contract Time, if any, have been agreed upon by the parties, prior to the issuance of the Change Order either in the context of a City-initiated Change Notice or a Design-Builder-initiated COR. A Change Order shall be issued by the Engineer and expressly indicates the intention to treat the items described therein as changes in the Work. A Change Order must be issued and signed by the Engineer before any work is started on the items covered by the order.

7.5.1 Determination of Costs. The Contract Price may only be changed by a Change Order or a Time and Material Change Order. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

A. Lump Sum Method. Acceptable lump sum proposal from Design-Builder properly itemized and supported by sufficient substantiating data to permit evaluation. Estimates for lump sum proposals shall be limited to direct expenditures necessitated specifically by the subject extra work. In addition, the Design-Builder and Subcontractor will be paid a lump

sum for overhead, profit, and bond. Supervision of the extra work shall be included in the lump sum percentage for overhead. For added or omitted work by Subcontractors, the Design-Builder shall furnish to the City the Subcontractor's detailed estimate of the cost for labor, material, and equipment, including the markup by the Subcontractor for overhead and profit. Such estimate of cost shall be signed by the Subcontractor. The same requirement shall apply to any Sub-subcontractor or material supplier.

B. Time and Material Method. Direct cost of the Work for labor, material, and equipment rental plus markups for overhead and profit for Design-Builder, Subcontractor, and Sub-subcontractors as applicable. (Supervision is to be included in markup unless specifically agreed to in advance that special supervision is required.)

7.5.2 Documentation.

For either method used, the Design-Builder shall submit the following information as required by the Engineer:

- a. LABOR: Attach itemized direct hourly rates in accordance with certified payroll records times total hours expended. Separately show dollar amount for employer-paid payroll taxes/ insurance benefits.

Enter total as direct labor item.

- b. MATERIAL: Attach receipts, invoices or itemized quantity and unit costs plus tax and delivery.

Enter total as material item.

- c. EQUIPMENT: Attach receipts, invoices or tear tickets indicating unit costs and total hours or loads charged. (Small tools with a value of less than \$500.00 are to be included in markup.)

Enter total as equipment rental item.

- d. SUBTOTAL (Lines a + b + c)

- e. COMBINED MARKUP FOR ALL OVERHEAD AND PROFIT SHALL BE BASED ON THE FOLLOWING:

(1) For the Design-Builder, for Work performed by his forces, *fifteen percent (15%)* of his direct subtotal cost.

(2) For the Design-Builder, for Work performed by a Subcontractor's forces, *five percent (5%)* of the direct subtotal cost due the Design-Builder.

(3) For a Subcontractor or Sub-subcontractor, for Work performed by their own forces, *fifteen percent (15%)* of their own direct subtotal costs.

(4) For a Subcontractor, for Work performed by a Subcontractor, *five percent (5%)* of the direct subtotal cost due the Sub-subcontractor.

f. SUBTOTAL (Lines d + e)

g. DESIGN-BUILDER'S BOND
(NTE 1% Line f)

h. TOTAL CHANGE ORDER REQUEST
(Lines f + g)

7.5.3 Final Agreement. Agreement on any Change Order shall constitute a final settlement of all matters relating to the direct and indirect cost and time of performance of Change in the Work which is the subject of the Change Order including, but not limited to, all direct and indirect costs associated with such Change and any and all adjustments to the Contract Price and Contract Time. The execution of a Change Order constitutes a mutual accord and satisfaction of the compensation for the Change and Design-Builder specifically waives and release any and all claims, rights or interest, including but not limited to those for delay, impact, disruption, acceleration, loss of efficiency or other extraordinary or consequential costs arising directly or indirectly out of the Work described in the Change Order. There shall be no reservation of rights by either party on a Change Order.

7.5.4 Design-Builder's Overhead Profit. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the Engineer, plus allowances for overhead and profit. The allowance for overhead and profit will include full compensation for superintendence, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Section 7.5. The allowance for overhead and profit will be made in accordance with the provisions of Section 7.5.

7.5.5 It is understood that labor, materials, and equipment for extra work may be furnished by the Design-Builder or by the Subcontractor of the Design-Builder. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein will be applied to the labor, materials, and equipment costs of the Subcontractor, to which the Design-Builder may add five percent (5%) of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the five percent (5%) increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

7.6 EXCLUDED COSTS

7.6.1 The term "cost of the Work" shall not include any of the following:

7.6.1.1 Payroll costs and other compensation of Design-Builder's officers, executives, proprietors, partners, principals, general managers, engineers, contractors, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Design-Builder whether at the Site or in the Design-Builder's principal or a branch office for general administration of the Work all of which are to be considered administrative costs covered by the Design-Builder's allowance for overhead and profit;

- a. Expenses of the Design-Builder's principal and branch offices including the Design-Builder's office at the Site;
- b. Any part of Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work and charges against the Design-Builder for delinquent payments;
- c. Cost of premiums for all Bonds and for all Insurance whether or not the Design-Builder is required by the Contract Documents to purchase and maintain the same (except as provided by Section 7.5).
- d. Costs due to the negligence or mistake of the Design-Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property; and
- e. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 7.5.

7.7 ALLOWABLE COST BASIS

7.7.1 For the purpose of evaluating and approving proposed Change Order costs, the City will use as its basis the latest edition of the Means Building Construction Cost Data Book Western Edition. No other cost data books or manuals will be considered. The maximum allowable cost for Change Orders resulting in additions to the Contract Price shall not exceed the cost of the Work identified in the Means Cost Data Book, not including Design-Builder's overhead and profit, and bond as set forth elsewhere within this Agreement.

7.8 AUDIT RIGHTS

7.8.1 Design-Builder shall keep a correct and current accounting of payroll costs, travel, subsistence, field and incidental expenses.

7.8.2 Design-Builder shall use recognized accounting methods in preparing such invoices and reports. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a certified public accounting firm who shall have the right to audit Design-Builder's accounting procedures and internal controls of Design-Builder's financial systems and to examine any cost, revenue, payment, claim, other records or

supporting documentation resulting from any items set forth in this Agreement. If Design-Builder fails to provide supporting documentation satisfactory to City for any costs charged City, then Design-Builder agrees that City may delete such items from the invoice or Design-Builder shall reimburse City for those costs. Any such audit(s) shall be undertaken by City or its representative(s) at reasonable times and in conformance with generally accepted auditing standards. Design-Builder agrees to fully cooperate with any such audit(s).

7.8.3 This right to audit shall extend during the length of this Agreement and for a period of three (3) years, or longer if required by law, following the date of final payment under this Agreement. Design-Builder agrees to retain all necessary records/documentation for the entire length of this audit period.

7.8.4 Design-Builder will be notified in writing of any exception taken as a result of an audit or pre-payment review of an invoice. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Design-Builder's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Design-Builder. If Design-Builder fails to make such payment, Design-Builder agrees to pay interest, accruing monthly, at a rate of ten percent (10%) per annum unless another section of this Agreement specifies a higher rate of interest, then the higher rate will prevail. Interest will be computed from the date of written notification of exception(s) to the date Design-Builder reimburses City for any exception(s). If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by Design-Builder to City in excess of one percent (1%) of the value of that portion of the contract that was audited, the actual cost of City's audit shall be reimbursed to City by Design-Builder. Design-Builder reserves the right to contest any exception.

7.8.5 Design-Builder shall include a similar clause in its agreements with Subcontractors reserving the right to designate its own employee representatives from a certified public accounting firm, and/or representative(s) from City, who shall have the right to audit and to examine any cost, payment, settlement or other supporting documentation resulting from any item set forth in its agreements.

7.9 DEDUCTION FROM WORK

7.9.1 The amount of credit to be allowed by the Design-Builder to the City for a deletion or change that results in a net decrease in the contract sum shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.10 DESIGN-BUILDER AND SURETIES BOUND

7.10.1 Any changes or extra work hereunder shall be a part of and subject to all the provisions of the Contract and the Design-Builder, and his Sureties shall be bound thereby and to the same extent as under the original Contract.

7.11 TIME AND MATERIAL CHANGE ORDER (TMCO)

7.11.1 If it be impossible or impracticable to ascertain the total cost of changes in the Work to be done before such work is begun, or if no agreement can be reached on changes in the Work and additions to the Contract Price, then a TMCO shall be issued unilaterally by the Engineer instructing the Design-Builder to do the Work, indicating expressly and unmistakably the intention to treat the items as changes in the Work, setting forth the kind, character and limits of the Work as far as can be ascertained, the terms under which changes to the Contract Price will be determined and the estimated total change in Contract Price anticipated thereunder. The TMCO shall be fully executed by City. Such TMCO will become the basis for the Change Order when the amounts of adjustment to the Contract Price can be determined and the prior approval of the TMCO will be considered necessary authority within the limits of the estimated change in Contract Price. Without additional authority, no costs exceeding the estimated amount will be paid.

7.11.2 The Design-Builder shall maintain records sufficient to distinguish the direct cost of TMCO Work from the cost of other operations. The Design-Builder shall furnish daily, on forms approved by City, reports of TMCO Work. The reports shall itemize all costs for labor, materials, and equipment rental and give a total of costs to date for the Time & Material Work. The reports shall include hours worked, rates of pay, names and classifications. The reports shall include equipment size, type, identification number, rental rate, and hours of operation. All records and reports shall be made immediately available to the Engineer upon request. The cost of furnishing such reports shall be included in Design-Builder's overhead and fee percentages.

7.11.3 All time and material reports shall be signed by the Design-Builder or authorized representative, and witnessed by City's inspector each and every Work day. The Engineer will compare the Engineer's records with the Design-Builder's reports, make the necessary adjustments and compile the costs of time and material Work. When such reports are agreed upon and signed by both parties, they will become the basis of payment.

7.11.4 Construction Equipment compensation shall not be allowed while it is inoperative due to breakdown. Except as otherwise specified in this Section 7.11.4, time will be computed in half and full hours. In computing the time for use of Construction equipment, less than thirty-one (31) minutes shall be considered one-half hour. Costs for Construction equipment on standby shall be limited to the sum of the hourly overhead and depreciation rates for eight (8) hours per twenty-four (24) hour period, accrued after the construction equipment is idle for sixteen (16) hours in a twenty-four (24) hour period.

7.11.5 The City may authorize and approve payment for necessary services and expenditures other than labor, materials, and equipment rentals.

7.11.6 Materials, equipment rental and other costs shall be substantiated by vendors' invoices submitted with the current reports; or, if not then available, shall be submitted with subsequent reports. If vendors' invoices are not submitted within 30 days after completion of the Time & Material Work or if in the opinion of the Engineer the cost of materials is excessive, then the cost of such items shall be deemed to be the lowest current wholesale

prices at which the items are available in the quantities required, delivered to the Site, less cash or trade discounts.

7.11.7 Labor costs, overhead and profit and Design-Builder's fee percentages shall conform to that specified in the section entitled Change Orders herein.

7.12 FORCE ACCOUNT WORK

If no agreement can be reached on Changes in the Work and adjustment of the Contract Price or Contract Time, or the Design-Builder refuses to accept a Change Notice, Change Order, or Time and Material Change Order, the City shall have the right to have the Work in question done by Persons other than the Design-Builder.

8. TIME

8.1 EXTRAORDINARY MEASURES

8.1.1 In the event the City determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Design-Builder to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities and (3) submitting a Recovery Schedule for re-sequencing performance of the Work or other similar measures (hereinafter referred to collectively as Extraordinary Measures). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Design- Builder's compliance with the Project Schedule.

- 1) The Design-Builder shall not be entitled to an adjustment in the Contract Sum in connection with the Extraordinary Measures required by the City under or pursuant to this Article 8.
- 2) The City may exercise the rights furnished the City under or pursuant to this Article 8 as frequently as the City deems necessary to ensure that the Design-Builder's performance of the Work will comply with the Contract Time, any Milestone Date or completion date set forth in the Contract Documents.

8.1.2 If the Design-Builder's Project Schedule shows completion of the Work in advance of the Contract completion date, the Design-Builder agrees that in the event actual completion occurs, for any reason, after the completion date specified in the Design- Builder's Project Schedule but within the Contract completion date, the Design-Builder shall not be entitled to and waives any claim against the City for delay, disruption or impact costs or damages including, without limitation claims for extended general conditions, home office overhead, job-site overhead and management or administrative costs.

8.2 TIME EXTENSIONS

8.2.1 If the critical path of the Work is delayed at any time in the progress of the Work by the Non-Compensable Delays defined in the Agreement, and did not result from the acts of the Design-Builder, and provided further that the Design-Builder has taken reasonable precautions to prevent further delays owing to such causes, then the Contract Time shall be extended by Change Order. The Design-Builder agrees that the extension of time granted under this Article 8 shall be its sole and exclusive remedy for the consequences of any delay described above.

8.2.2 Any claim for extension of time shall be made in writing to the City not more than ten (10) days after the commencement of the delay. Within thirty (30) days after such delay the Design-Builder shall furnish the City with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract Document references, and the measures taken to prevent or minimize the delay. The Design-Builder acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that the City will suffer extreme prejudice should Design-Builder fail in any way to comply with this requirement. Failure to comply with the procedures contained within this Article 8 including the time limits established in this Section 8.2.2 shall constitute a waiver of such request. Evidence presented by the Design-Builder that the City had actual notice of the time extension request, that the City was not prejudiced by Design-Builder's failure to comply with this requirement, and/or that the City considered Design-Builder's request despite Design-Builder's failure to strictly comply with this provision shall not render this requirement unenforceable.

8.2.3 An extension of time will not be granted for a delay caused by a shortage of materials, except the City furnished materials, unless the Design-Builder furnishes to the City documented proof that the Design-Builder has made every effort to obtain such materials from every known source within reasonable reach of the Work. The Design-Builder shall also submit proof, in the form of network analysis data that the inability to obtain such materials when originally planned did, in fact, cause a delay in Final Completion of the Work which could not be compensated for by revising the sequence of operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of the Design-Builder that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities and that such fact could not have been known or anticipated at the time the Contract was entered into.

8.2.4 No extension of time will be granted under this Article 8 for any delay to the extent (1) that performance would have been so delayed by any Design-Builder induced causes, including, but not limited to, the fault or negligence of the Design-Builder or its Subcontractors; or (2) for which any remedies are provided for or excluded by any other provision of the Contract.

8.2.5 A Change Order will be issued to the Design-Builder within a reasonable period of time after approval of a request for extension of the Contract Time, specifying the number of

days allowed, if any, and the new date or number of Days after the date of commencement for completion of the Work or specified portions of the Work.

8.2.6 An extension of time granted shall not release the Design-Builder's Surety from its obligations. Work shall continue and be carried on in accordance with all the provisions of the Contract and said Contract shall be and shall remain in full force and effect during the continuance and until Final Completion and Final Acceptance of the Work covered by the Contract unless formally suspended or annulled in accordance with the terms of the Contract.

8.2.7 Neither the grant of an extension of time beyond the date fixed for Substantial Completion of the Work, nor the performance and acceptance of any part of the Work or materials specified by the Contract after the time specified for Substantial Completion of the Work, shall be deemed to be a waiver by the City of the City's right to abrogate this Contract for abandonment or failure to complete within the time specified or to impose and deduct damages as may be provided.

9. PAYMENTS AND COMPLETION

9.1 PAYMENTS TO DESIGN-BUILDER

9.1.1 Before the first Application for Payment and within the time specified in the Agreement, the Design-Builder shall submit to City a detailed Schedule of Values, which shall be used as the basis for payment.

9.1.2 Within thirty (30) calendar days of receipt of a full and complete Invoice for Payment, the City will make a partial payment upon the request of the Design-Builder on the basis of an approved estimate of the Work performed during the preceding calendar month under this Contract. The City will retain from such payments five percent (5%) of the amount of each estimate until sixty (60) days after Final Completion and acceptance by the City of all the Work covered by this Contract. No such estimate or partial payment shall be required to be made when in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract, or when in his judgment, the total value of the Work done since the last estimate is less than Five Hundred Dollars (\$500.00).

9.1.3 It is mutually agreed between the Parties hereto that the making of any payment to the Design-Builder under this Contract or any certificate given shall not relieve the Design-Builder of his guarantee obligations or responsibilities under this Contract, or full compliance with the Contract Documents, including the Construction Documents (including, the Design Documents), or be construed as accepting any portion of the equipment, materials or Work until the Contract is fully complete and formally accepted by the City.

9.1.4 The Design-Builder further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any extra work done and work in accordance with any changes of the same, shall release the City, its officers, agents and employees from any and all claims or liability on account of the work performed under the Contract, and any changes thereof, and any extra work.

9.1.5 Pursuant to Public Contracts Code Section 22300, the Design-Builder may substitute securities in place of retained funds withheld by the City or, in the alternative, request that the City make payment of retentions earned directly to an escrow agent at the expense of the Design-Builder.

9.2 APPLICATION FOR PAYMENT

9.2.1 In submitting each Application For Payment; Design-Builder warrants that: title to all Work covered by each Application for Payment shall pass to the City no later than the time of payment. The Design-Builder further warrants that all Work covered by the previous Application for Payments is free and clear of liens, claims, security interest or other encumbrances.

9.2.1.1 Each Application for Payment shall:

1. Reference the Project;
2. Describe the services performed;
3. Include an estimate of the percentage of Work completed;
4. Show the total amount of the payment due;
5. Include a certification by a principal member of the Design-Builder's firm as Design-Builder and by the Design Team Members, that the Work has been performed in accordance with the provisions of the Contract Documents;
6. Maintain and, upon request, include such documentation as may be necessary to substantiate the percentage of completion of Work;
7. Include duly completed and executed forms of Conditional Waiver and Release in accordance with California Civil Code Section 8132 of all persons eligible to file stop notices in connection with the Work covering the payment requested; and
8. Include duly completed and executed forms of Unconditional Waiver and Release, in accordance with California Civil Code Section 8134 of all persons eligible to file stop notices in connection with the Work covering the payment received by Design-Builder for the previous Application for Payment.

9.3 PAYMENT

9.3.1 Upon submission of any such Application for Payment, if City is satisfied that Design-Builder is making satisfactory progress toward completion of Work in accordance with this Agreement, City shall promptly approve the Application, in which event payment shall be made within thirty (30) days of receipt of the Application by City. Such

approval shall not be unreasonably withheld. If the City does not approve an Application for Payment, City shall notify Design-Builder in writing of the reasons for non-approval, within seven (7) calendar days of receipt of the Application.

9.3.2 Subject to verification of the value of Work completed, the City shall pay the Design-Builder for the percentage of Work completed through the period covered by the Application for Payment less 5% retainage. After 50% of the value of the Work has been completed and if, in the sole and reasonable discretion of the City, the Work is satisfactory, City may make subsequent payments without retainage, fixing the total retainage at no less than 5%.

9.3.3 City shall have the right, but not the obligation, to make payments jointly to Design-Builder and any of its Subcontractors or suppliers.

9.4 SUBSTANTIAL COMPLETION

9.4.1 Substantial Completion is defined to mean the stage in the progress of the Work when, in the City's sole and reasonable discretion, the Work is sufficiently complete in accordance with the Contract Documents so that City can occupy or utilize the Work for its intended use and:

1. Successful start-up of completed Work, in accordance with the Design and Performance Criteria. If startup and final testing of the Work does not occur within a reasonable time through no fault of Design-Builder then Design-Builder may request release of the sum held in retention upon providing the City a letter of credit from a bank located in Orange County in the amount of the sum held in retention;
2. There are no stop notice or pending claims against construction funds or Design-Builder has provided release bonds or other adequate security to City to satisfy such claims;
3. All systems included in the Work are operational as designed and tested;
4. Design-Builder provides evidence that it has completed or is ready to perform designated instruction and training of City's personnel in the operations and maintenance of the Work has been completed;
5. All final finishes, fixtures and equipment required by the Contract Documents are in place;
6. Certifications from all Design Team Members that the Work has been completed in accordance with the design and the Contract Documents.
7. Design-Builder has submitted to City a written certification that all remaining Work shall be completed within thirty (30) calendar days following the date of Substantial Completion and that reproducible As-Built Drawings will be

completed and submitted to City within thirty (30) calendar days following the date of Substantial Completion.

9.4.2 When the Design-Builder considers that the Work has reached Substantial Completion, the Design-Builder shall prepare and submit to the City a written request for issuance of a Certificate of Substantial Completion and a comprehensive list of items to be completed. The Design-Builder shall proceed promptly to complete and correct the items. Upon receipt of the Design-Builder's request for issuance of a Certificate of Substantial Completion, the City will make an inspection to determine whether Substantial Completion has occurred. The City may either reject the Design-Builder's request for issuance of a Certificate of Substantial Completion or issue a Certificate of Substantial Completion with the punchlist items of Work to be completed or corrected ("Punchlist") and fixing the time within which Design-Builder shall complete the Punchlist items and achieve Final Completion. Failure to include an item on the Design-Builder's list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Contract Documents.

9.5 FINAL COMPLETION AND FINAL PAYMENT

9.5.1 The Design-Builder shall, upon completion of the Work and final clean up, submit to the Engineer, a sworn Affidavit of Final Completion, signed by Design-Builder and each of the Design Team Members that to the best of the signatory's knowledge and belief, the Work has been completed in strict accordance with the Contract Documents, that no lawful debts for labor or materials are outstanding, that all requests for funds for undisputed Work under the Contract, including changes in the Work, and under all billings of whatever nature are accurate, complete and final and that no additional compensation over and above the final payment will be requested or is due under the Contract or under any adjustment issued thereunder for said undisputed Work, and that upon receipt of final payment the Design-Builder will release City from all claims or liability for additional sums on account of undisputed Work. The City will inspect the Work and will either reject the request or accept the Work as evidenced by the recordation of a Notice of Completion.

9.5.2 Neither final payment nor any final release of retainage shall become due to Design-Builder until a maximum of sixty (60) days following completion of all Punchlist Work, issuance of a Final Certificate by the appropriate governmental agency, City's recordation of a Notice of Completion and the Design-Builder submits to the City:

9.5.2.1 Completed and executed forms of unconditional waiver and release of rights from all persons eligible to file stop notices in connection with the previous application for payment;

9.5.2.2 Completed and executed forms of unconditional waiver and release of rights upon final payment in accordance with California Civil Code Section 8134 from all persons eligible to file stop notices in connection with the Work;

9.5.2.3 An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the City might in any way be responsible, have been paid or otherwise satisfied;

9.5.2.4 Consent of surety to final payment;

9.5.2.5 Data establishing payment or satisfaction of all obligation such as receipts, releases and waivers from all persons legally eligible to file stop notices in connection with the Work;

9.5.2.6 Submittal of As-Built Drawings in reproducible format;

9.5.2.7 Submittal of warranties, operation and maintenance manuals and other submittals required by the Contract Documents;

9.5.2.8 Submission of Design-Builder's Waiver, removal of temporary facilities and services; and

9.5.2.9 Such other documentation as the City may reasonably require.

9.6 CITY TO WITHHOLD PAYMENT

In addition to the amount, which the City may otherwise retain under the Contract, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due the Design-Builder, as in the judgment of the Engineer may be necessary to cover:

9.6.1 Payment, which may be due, and payable for just claims against the Design-Builder or any Subcontractor for labor, materials or equipment in the performance of this Contract.

9.6.2 For defective or noncomplying work not remedied.

9.6.3 For failure of the Design-Builder to make proper payments to his Subcontractors.

9.6.4 Failure to withhold such amounts shall not affect any rights or obligations of the Design-Builder or Sureties under this Contract.

9.7 DISPUTED ITEMS

In the event of a dispute between City and Design-Builder, the City may withhold from final payment an amount not to exceed 150% of disputed items including all incomplete punchlist items and those items necessary to obtain a final Certificate of Occupancy.

9.8 WAIVER OF CLAIMS

Acceptance of Final Payment by the Design-Builder shall constitute a waiver of affirmative claims by the Design-Builder, except those previously made in writing and identified as unsettled of the time of final payment.

10. PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRACTICES

10.1.1 The Design-Builder shall provide such lights, guards, temporary fences, barricades and the like, as may be necessary to prevent damage to the work or injury to persons or property, and he shall also provide protection for adjoining property during the progress and until completion of the Work. The Design-Builder shall abide by all applicable Safety Orders of the Division of Industrial Safety, State of California, and Applicable Laws, and shall schedule and perform his work to avoid any danger or hazard to other contractors or workmen on the Project, or his own men due to work being performed by others.

10.1.2 Weekly safety meetings with the Design-Builder's representatives, City representatives, and the State Industrial Safety Engineer, shall be held if, in the opinion of the Engineer, conditions on the Project warrant such meetings.

10.1.3 Before the Notice to Proceed, the Design-Builder shall supply the City with Material Safety Data Sheets (MSDS) for all chemicals to be used in the performance of this Contract. The City will make available to the Design-Builder the MSDS of any products in use in the areas of Work covered by this Contract. All hazardous materials to be properly disposed of off-Site.

10.1.4 The Design-Builder is fully responsible for the safe performance of all Work for which they are contractually committed, whether performed by themselves or by their Subcontractors. The Design-Builder shall use foresight and shall take such steps and precautions as its operations warrant to protect the public, City employees and agents, and its employees from danger, loss of life, or loss of property. The Design-Builder must have in place their own **Injury and Illness Prevention Program** as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations and shall submit same to the Engineer for review. California law also requires that the aforementioned program cover all employees and personnel controlled, directed or supervised by the Design-Builder to the extent that they are exposed to worksite and job assignment specific hazards. The program shall be written and shall include but not be limited to the following elements:

10.1.4.1 Identification of the person or persons responsible for implementing the Design-Builder's safety program. List name of the Design-Builder's on-Site Safety Representative.

10.1.4.2 The Design-Builder's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices.

10.1.4.3 The Design-Builder's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Design-Builder shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

10.1.4.4 The Design-Builders occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.

10.1.4.5 The Design-Builder's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Design-Builder of hazards at the Site without fear of reprisal.

10.1.4.6 The Design-Builder's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

10.1.4.7 The Design-Builder shall keep appropriate records of steps taken to implement and maintain the program such as inspection and training documentation. Design-Builder shall maintain and provide inspection checklist and training documentation forms to the City on a monthly basis.

10.1.4.8 The Design-Builder shall include procedures to investigate occupational injury or occupational illness.

10.1.4.9 For construction portion of the Project, the Design-Builder shall adopt a written code of safe practices which relates to the employers operations. Tailgate meetings shall be held at least every ten (10) working days with employees/crews.

10.1.5 Design-Builder shall retain services of California-licensed civil, structural or traffic engineer, as appropriate, to (a) design and prepare plans for necessary safety equipment required by OSHA, Cal OSHA, and other state and local regulatory authorities during construction of the Work, and (b) prepare summary documents for Design-Builder's use for accomplishing said Work including, but not limited to sheeting, shoring, trench plating, excavation protection, falsework, formwork, scaffolding, barricading, pedestrian safety and traffic control. Design-Builder shall submit to the City original summary documents which are signed and sealed by the engineer of record.

10.1.6 Unusual conditions may arise during the Work which will require the Design-Builder to take immediate and unusual provisions to protect the public, City employees and agents, and its employees and agents from danger, loss, or damage to life and property, due directly or indirectly to prosecution of Work.

Whenever, in the opinion of the Engineer, (a) an emergency exists against which the Design-Builder has not taken sufficient precaution for the public safety or protection of utilities, adjacent structures or property, or (b) immediate action is necessary in order to protect the public or property due to the Design-Builder's performance of the Work, the Engineer may request that the Design-Builder provide such remedial measures to safeguard the public and property. If the Design-Builder fails to act as required within such time required by the Engineer, the City may provide undertake the remedial measures as, in the opinion of the Engineer, may seem reasonable and necessary. The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Design-Builder.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Design-Builder. All expenses incurred by the City for emergency repairs will be charged to the Design-Builder.

If the City does not request the Design-Builder to take remedial measures or Garden Grove does take it upon itself to do so, the Design-Builder is not relieved of their full responsibility for public safety or protection of property.

11. INSURANCE AND BONDS

11.1 INSURANCE COVERAGE

11.1.1 **COMMENCEMENT OF WORK.** Design-Builder shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the City. Subcontractors shall provide the same insurance as required herein of Design-Builder, and shall not commence work until all certificates and endorsements have been received and approved. Design-Builder shall be responsible to collect and maintain all insurance from Subcontractors, and shall provide the insurance to the City upon request. All insurance required by the 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. Insurers for each policy shall waive their rights of subrogation against the City of Garden Grove, and its respective officers, officials, agents, employees, and volunteers, and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees as determined by City. Insurers shall provide a waiver of subrogation for each policy.

11.1.2 **WORKERS COMPENSATION INSURANCE.** For the duration of the Agreement, Design-Builder shall maintain Workers Compensation Insurance in the amount and type required by California law. The insurer shall waive its rights of subrogation against the City of Garden Grove, and its respective officers, officials, agents, employees, and volunteers, and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees as determined by City.

11.1.3 **INSURANCE AMOUNTS.** Design-Builder shall maintain the following insurance for the duration of the Agreement:

- (a) Commercial general liability, including mobile equipment, and not excluding XCU, in an amount not less than \$5,000,000 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 in an amount not less than \$2,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Contractors Pollution Liability in an amount not less than \$5,000,000 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.
- (d) Builder's Risk/Course of Construction in an in an amount equal to the value of the completed Project with no coinsurance penalty provisions; **(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.
- (e) Professional liability in an amount not less than \$5,000,000 per occurrence; 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. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

Follows Form Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. **(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to City and have a Best's Guide Rating of A-Class VII or better, as approved by the City.

11.1.4 An Additional Insured Endorsement, **ongoing and products-completed operations**, not excluding XCU and including mobile equipment, for the policy under section 11.1.3(a) shall designate City of Garden Grove, and its respective officers, officials, agents, employees, and volunteers, and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees as determined by City as additional insureds for liability arising out of work or operations performed by or on behalf of the Design-Builder. Design-Builder shall provide to City proof of insurance and endorsement forms that conform to City's requirements, as approved by the City.

11.1.5 An Additional Insured Endorsement for the policy under section 11.1.3(b) shall designate City of Garden Grove, and its respective officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the City, as additional insureds for automobiles owned, leased, hired, or borrowed by the Design-Builder. Design-Builder shall provide to City proof of insurance and endorsement forms that conform to City's requirements, as approved by the City.

11.1.6 An Additional Insured Endorsement for the policy under section 11.1.3(c) shall designate City of Garden Grove, and its respective officers, officials, agents, employees, and

volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the City, as additional insureds for ongoing and products-completed operations under the pollution liability policy as approved by the City.

11.1.7 A Loss Payee Endorsement for the policy under section 11.1.3(d) shall designate City of Garden Grove as Loss Payee, as approved by the City.

11.1.8 In the event any of Design-Builder's underlying policies do not meet policy limits within the insurance requirements, Design-Builder shall provide the schedule of underlying policies for a follows form excess liability policy, state that the excess policy follows form on the insurance certificate, and provide an additional insured endorsement for the excess liability policy under section 11.1.3(f) designating the City of Garden Grove, and its respective officers, officials, employees, agents, and volunteers for this Agreement 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, as approved by City.

11.1.9 For any claims related to this Agreement, Design-Builder's insurance coverage shall be primary insurance as respects the City of Garden Grove, and its respective officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees. Any insurance or self-insurance maintained by the City of Garden Grove and its respective officers, officials, employees, agents, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the City shall be excess of the Design-Builder's insurance and shall not contribute with it.

11.1.10 If Design-Builder maintains higher insurance limits than the minimums shown above, Design-Builder shall provide coverage for the higher insurance limits otherwise maintained by the Design-Builder.

11.2 BONDS

11.2.1 General. From the Effective Date, Design-Builder shall promptly furnish, at his own cost and expense, the requisite Faithful Performance and Payment Bonds with a responsible Corporate Surety authorized to issue such bonds in California on the bond forms provided by the City, and subject to approval of the City Attorney. The bonds shall be executed by a California admitted surety with the Best's Insurance Guide rating satisfactory to the City. If a Best's Insurance Guide rating is not available, the proposed Surety must meet comparable standards of another rating service satisfactorily to City. Bonds issued by a surety listed in the latest version of the U.S. Department of Treasury Circular 570 shall be deemed to be accepted unless specifically rejected by City. Bonds from sureties not listed in Treasury Circular 570 must be accompanied by all of the documents enumerated in California Code of Civil Procedure Section 995.660(a). Every Bond must display the Surety's bond number and incorporate the Contract by reference. The terms of the Bonds shall provide that the Surety agrees that no change, extension of time, alteration or modification of the Contract Documents or the Work to be performed thereunder shall in anyway affect

its obligations and shall waive notice of any such change, extension of time, alteration or modification of the Contract Documents.

11.2.2 **Faithful Performance Bond.** The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract Price and in the form set forth in Exhibit B of the Agreement. The bond shall be furnished as a guaranty of the faithful performance of all covenants, terms, conditions and stipulations contained in the Contract Documents including, but not limited to, the covenants that all materials used and workmanship employed in the performance of the Agreement shall be free from defects, and that should any defects therein appear within a period of one year from the date of Substantial Completion, the Design-Builder shall, at his own cost and expense, repair, replace and correct such defects to the satisfaction of the Engineer within thirty (30) days after notice thereof by the City.

11.2.3 **Payment Bond.** The Design-Builder to whom the contract is awarded shall, in addition to the Faithful Performance Bond, furnish a Payment Bond in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract Price in the form set forth in Exhibit C of the Agreement. The Payment Bond shall be conditioned and provide that if the Design-Builder or Subcontractors, fails to pay for any materials, transportation, appliances, or utilities used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay the same in an amount not exceeding the sum set for above, and also in case suit is brought upon this bond a reasonable attorney's fee to be fixed by the court.

11.3 RESPONSIBILITY FOR LOSS TO THE WORK

The Design-Builder shall take every necessary precaution against and assume all liability for injuries to persons or damages to property during the performance of the Contract caused by any equipment or materials furnished or Work done under the Contract or the operation thereof until Final Completion and acceptance of the Work by the City.

11.3.1 **Damage and Theft.** The Design-Builder may insure the equipment, materials and Work to cover Design-Builder's interest in the same from time to time, as required. The City will not, under any circumstances, be liable, answerable or accountable for any theft, loss or damage, however and by whatever cause, to said equipment, materials and work, or any part or parts thereof, used or employed in fully completing the Contract, until after the contract is completed and formal acceptance of the Work by the City.

11.3.2 **Alternative Blanket Insurance Policies.** Alternative blanket insurance policies complying with the above requirements carried by the Design-Builder, or acceptable and approved certificates and endorsements thereof, may be substituted for specific policies upon approval by the City's Risk Manager.

12. QUALITY AND CORRECTION OF WORK

12.1 QUALITY OF WORK AND MATERIAL

12.1.1 All Work must be done and completed in a thorough, workmanlike manner by mechanics skilled in their various trades, notwithstanding any error or omission in the Contract Documents, and all parts shall be made accurately to standard gauge so that renewals and repairs may be made when necessary with the least possible expense. All materials employed shall be new and homogenous and of high quality throughout. Any forgings and castings shall be free from flaws and imperfections, the determination of which shall follow the latest and most improved practice. All Work must be in accordance with the Contract Documents and shall be made to conform thereto. Any material specified by reference to the number, symbol or title of a standard such as ASTM shall comply with the requirements of the latest revisions thereof or any supplement or amendment thereto except where a different edition is specified. The referenced standards shall have the same force and effect as if they were printed in full in the Contract Documents. If the Design-Builder wishes to use codes or standards not specified in the Contract Documents, Design-Builder shall submit for approval sufficient information to City to determine equivalency. The Design-Builder shall be held to guarantee all material, apparatus, and equipment, to fulfill all requirements and special guarantees set forth in the Construction Documents (including, the Design Documents).

12.1.2 Should the test of any material, apparatus, or equipment show that it does not meet the guarantees or requirements of the Contract Documents, the Design-Builder shall at once proceed to furnish such new parts as may be necessary to bring it up to requirements. All expenses of furnishing new parts, or alteration to existing parts, and of tests made necessary by such failure to meet the guarantees and other requirements of the Construction Documents (including, the Design Documents), shall be at the expense of the Design-Builder.

12.2 UNCOVERING OF WORK

12.2.1 If a portion of the Work is covered contrary to the Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for the Engineer's observation and be replaced at the Design-Builder's expense without change in the Contract Time.

12.2.2 If a portion of the Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, the Engineer may request to see such Work and it shall be uncovered by the Design-Builder. If such Work is in accordance with the Contract Documents, cost of uncovering and replacement shall, by appropriate Change Order, be at the City's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Design-Builder's expense unless the condition was caused by the City or a separate Design-Builder in which event the City shall be responsible for payment of such costs.

12.3 CORRECTION OF WORK

12.3.2 Before Substantial Completion.

12.3.2.1 The Design-Builder shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or

after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby shall be at the Design-Builder's expense.

12.3.3 After Substantial Completion.

12.3.3.1 In addition to the Design-Builder's warranty obligations under the Agreement if, within five (5) years after the date of Substantial Completion of the Work or designated portion thereof after the date for commencement of an applicable special warranty required by the Contract Documents any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Design-Builder shall repair or replace it promptly after receipt of written notice from the City to do so unless the City has previously given the Design-Builder a written acceptance of such condition. The City shall give such notice promptly after discovery of the condition.

12.3.3.2 The Design-Builder shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the City or separate Design-Builders caused by the Design-Builder's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.3.3.3 Nothing contained in this Section 12.3.3 shall be construed to establish a period of limitation with respect to other obligations which the Design-Builder might have under the Contract Documents. Establishment of the five (5) year period for correction of Work as described in Subsection 12.3.3.1 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

13. MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW AND SERVICE OF PROCESS

13.1.1 The terms of the Contract Documents shall be interpreted according to the laws of the State of California. All matters, disputes, and lawsuits shall be filed, tried and remain in Orange County and no other venue.

13.1.2 Design-Builder hereby designates the City Clerk of the City as its local agent for service of process in any legal action or proceeding that may arise out of or in connection with this Agreement. City shall transmit to Design-Builder a copy of any legal process served on its City Clerk on the same date such service is made, in the manner and to the address set forth herein.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Contract Documents shall be binding upon and inure to the benefit of City and Design-Builder and their successors and assigns.

13.2.2 This Contract, nor any part thereof, shall not be assigned, hypothecated, sold, alienated or transferred by the Design-Builder or by operation of law or otherwise, and will not be recognized or create any liability of the City thereby, with the sole exception and unless the prior formal approval of the City has been obtained thereto and the Surety has consented thereto in writing filed with the City.

13.3 NO PERSONAL LIABILITY

No member of the City Council or other officer, employee or agent of the City, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract or the Work performed hereunder.

13.4 INTERFERENCE

The Design-Builder shall employ, insofar as possible, such methods and means in the performance of the Work as will cause the minimum of interruption to public utilities, or interference with the Work of the City or any other Design-Builder, or the activities of others whose property may be used by the Design-Builder.

13.5 CLEAN PREMISES

The Design-Builder shall leave all glass, plumbing fixtures, equipment, tile, paint and the Site in clean, perfect and undamaged condition; all buildings, structures, and pavements used by Design-Builder shall be left broom clean and all debris shall be removed and disposed of by Design-Builder, and all Design-Builder's tools and equipment shall be removed from the premises, before acceptance of the Work by the City.

13.6 TELEPHONE

If the Design-Builder requires a telephone, he shall make all necessary arrangements and pay therefore; it shall be maintained in some convenient location as directed by the Engineer until Work is completed.

13.7 SANITARY FACILITIES

The Design-Builder shall provide adequate sanitary facilities for all construction personnel at the Site in a location approved by the Engineer, and maintain the same in a clean and sanitary condition and also provide for the removal and disposal of all garbage, excrement and waste matter from said premises to the satisfaction of the Engineer.

13.8 ADVERTISING

No advertising of any kind or description, bill posters, printed, painted or by the use of any other method or application legible to human sight, shall appear on any buildings, structures, fences, canopies, posts or signs except valid and authorized legal notices required to be placed thereon.

13.9 NOISE CONTROL

The Design-Builder shall perform the Work shall be done as quietly as possible to prevent any annoyance to adjacent properties. The Design-Builder shall install noise suppression and shielding devices on all equipment until compliance with the requirements of all Applicable Laws is achieved. Design-Builder shall comply with Chapter 8.47 of the Garden Grove Municipal Code and limits its Work hours accordingly.

13.10 DUST AND SMOKE CONTROL

The Design-Builder shall conduct the Work in a manner that will provide dust and smoke control consistent with applicable AQMD Rules 401 and 403 and ensure the following:

(a) No fuel shall be used nor shall any operation be conducted that will emit into the atmosphere any smoke that is equal to Ringelmann No. 1 or darker.

(b) No operation shall be conducted that emit into the atmosphere any flying dust or dirt that is noticeable or that might constitute a nuisance to persons living nearby or occupying buildings in the vicinity of the Work.

(c) Dust control operations shall be performed to prevent construction operations from producing dust in amounts harmful to, or causing a nuisance to, persons living nearby or occupying buildings in the vicinity of the Work.

(d) Dry materials and rubbish shall be wet down to prevent blowing dust.

(e) Excavated material leaving the Site, or material being imported, shall be covered or wet down to prevent excessive dust from being created.

13.11 AIR POLLUTION

Pursuant to Section 2449(d)(3) of Title 13 of the California Code of Regulations, Design-Builder shall ensure all self-propelled diesel-fueled vehicles, 25 horsepower and up and not designed to be driven-on road, limit idling to no more than five (5) minutes, except under the following conditions:

(a) Idling when queuing;

(b) Idling to verify the vehicle is in safe operating condition;

(c) Idling for testing, servicing, repairing, or diagnostic purposes;

(d) Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane);

(e) Idling required to bring the machine system to operating temperature; and

(f) Idling necessary to ensure safe operation of the vehicle.

13.12 PROTECTION OF CONSTRUCTION SITE

The Design-Builder shall perform the Work in such a manner as to minimize the disruption of traffic flow. Design-Builder shall submit a Traffic Control Plan to the City's Traffic Engineer for review and approval at least fourteen (14) days prior to the start of construction. This plan shall be prepared and stamped by a registered traffic engineer.

All traffic control methods shall conform to the publication entitled "State of California of Traffic Control for Construction and Maintenance Work Zone" (SAF-T Manual). Design-Builder shall station flag persons at each end of the Site where it is necessary to temporarily stop or detour traffic for the movement of materials and equipment. Design-Builder shall the flag persons with radio or cell phone to maintain communication with one another. During the construction activity hours, the Design-Builder shall ensure flagmen and workers wear bright orange vests while working in street areas. Traffic stoppages shall be limited to time periods approved by the City Engineer.

Design-Builder shall maintain pedestrian traffic in a safe manner during the construction period. Design-Builder shall maintain pedestrian and emergency vehicular access to all residences, businesses, and manufacturing establishments within the construction area.

13.13 WATER POLLUTION PREVENTION AND BEST MANAGEMENT PRACTICES (BMP's)

Storm water and non-storm water discharges resulting from municipal construction activities (less than 1 acre) are currently governed by the Santa Ana Regional Water Quality Board NPDES Permit No. CAS618030. The permit applies to activities within the County of Orange and is available from the City of Garden Grove, Department of Public Works. Also available from the Department of Public Works is the Local Implementation Plan which provides specific guidance and sets requirements regarding proper pollution control practices and includes a list of Best Management Practices which must be implemented where applicable. This list can be found on line at <http://www.cabmphandbooks.com> and the Local Implementation Plan is available from the Department of Public Works.

The Design-Builder shall develop, implement and maintain a Water Pollution Control Program (WPCP) conforming to the requirements of Caltrans Specifications Section 7-1-.01G, "Water Pollution Control", as approved by the Field Engineer. The Design-Builder shall implement and maintain the appropriate BMPs to prevent storm water pollution within the project site at all times during the contract period.

Copies of the Construction Design-Builder's Guide and Specifications of the Caltrans Storm Water Quality Handbook may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Phone No. (916) 445-3520. Electronic copies can be found at <http://www.dot.ca.gov/hq/construc/stormwater.html>.

A Municipal Activities Procedures Manual has been developed by the County of Orange to assist with permit implementation. Specifically, the Municipal Activities Procedures Manual

contains Model Maintenance Procedures with Best Management Practices (BMPs) that the Design-Builder shall adhere to.

The City's inspector, accompanied by the Design-Builder will conduct inspections of the Site. Such inspections will typically occur prior to anticipated storm events and after actual storm events to identify areas contributing to a storm water discharge associated with construction activity. This inspection will assist in evaluating whether BMPs to reduce pollutant loadings are adequate and properly implemented in accordance with the terms of the permit or whether additional control measures are needed.

Payment to provide and maintain the WPCP and BMPs shall be considered included in the Contract Price paid for other items of Work and shall be considered incidental for accomplishing the Work and no additional compensation will be allowed therefore.

Failure of the Design-Builder to comply with the Engineer's requested corrective actions may result in an order to suspend Work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

14. TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION FOR DEFAULT

14.1.1 If the Design-Builder (a) refuses or fails to commence or prosecute the Work, or any separate part thereof, or with such diligence as will ensure its completion within the time specified in this Contract and any authorized extension thereof, (b) fails to perform the Work in strict accordance with the Contract Documents, (c) fails to use an adequate number of skilled workers, (d) fails to make prompt payment to Subcontractors or for material or labor, (e) fails to install Work that is free of defects, (f) disregards Applicable Laws, or (g) breaches and other provisions of this Contract, the City may serve written notice upon Design-Builder and its Surety of City's intention to terminate the Work to be performed under this Contract, such notice to contain the reasons for such intention, and unless within ten (10) days after the serving of such notice, such violation shall cease and arrangements satisfactory to the Engineer for the correction thereof be made, upon the expiration of said ten (10) days Design-Builder shall be determined to be in default, and further work thereunder by the Design-Builder shall immediately cease and terminate.

14.1.2 It is recognized that in the event a voluntary or involuntary petition in bankruptcy is filed by or against the Design-Builder, or if the Design-Builder signs or makes a general assignment for the benefit of creditors, or if an application or other procedure for appointment of a receiver for the Design-Builder or his business is favorably ruled upon by competent authority providing for such appointment of a receiver, such events could impair or frustrate Design-Builder's performance of the Work. Accordingly, it is agreed that upon the occurrence of any such event, City shall be entitled to request of Design-Builder, or its successor in interest, adequate assurance of future performance in accordance with the Contract Documents. Design-Builder's failure to comply with City's request for adequate assurances within ten (10) calendar days of the request shall entitle City to terminate the Design-Builder for default.

14.1.3 In the event of any such termination as provided in Sections 14.1.1 and 14.1.2 above, legal title to all equipment, materials, and supplies, whether or not incorporated or installed in the Work to be done hereunder, and all construction or installations and Work done shall immediately vest in and pass to the City, and the City may take charge of the Work and complete all the Work to be furnished and done under this Contract in any manner considered to be for the best interest of the City. In completing this Contract, the City may take possession of and use any or all of the materials and supplies in the discretion of the City, for which the Design-Builder has a valid agreement with the supplier. The City may procure other materials, equipment, supplies and provide the necessary labor for the completion of the Work, or enter into a Contract therefore, and charge all the cost and expenses to fully complete the Contract to the Design-Builder. In the event such cost and expense to fully complete the Contract shall exceed the amount which would have been due the Design-Builder under the Contract had it been completed by him, any such excess cost and expense shall be due and paid to the City by the Design-Builder and his Surety. If Design-Builder or its Surety fails to pay such amount immediately upon City's demand, then City shall be entitled to collect interest from the date of said demand.

14.1.4 In lieu of entering the provisions of this Article for termination for fault, City may pay the Design-Builder for portions of Work already completed and treat the unperformed Work as if it had never been included in the Contract. If this provision is invoked by City, Design-Builder shall have no claim for prospective profits on Work not performed.

14.1.5 Upon a determination by a court of competent jurisdiction that any default termination of Design-Builder, or its successor in interest was wrongful, such termination will be deemed to be converted to a termination for convenience pursuant to the provisions of this Section 14.1 and Design-Builder's remedy for wrongful termination in such event shall be limited to the recovery of the payments permitted for termination for convenience as set forth herein.

14.1.6 The provisions of this Section 14.1 shall be non-exclusive, and shall be in addition to all other rights and remedies available to City under law or in equity.

14.2 TERMINATION FOR CONVENIENCE

14.2.1 City reserves the right to terminate Design-Builder's performance, without regard to cause or fault or breach of Design-Builder, upon issuance of a written Notice of Termination for Convenience, effective immediately unless otherwise provided in said Notice of Termination.

14.2.2 The amount to be paid to the Design-Builder by City in the event of termination for Convenience shall consist solely of:

14.2.2.1 The cost of Work completed in accordance with the Contract Documents up to the date of issuance of the Notice of Termination; and

14.2.2.2 The Design-Builder's reasonable costs of demobilization for a period of thirty (30) days following the effective date of the Notice of Termination, including costs of the Design-Builder's personnel reasonably required to effectuate the cancellation, and such storage,

transportation, and other costs incurred which are reasonably necessary for the preservation, protection or disposition of the Work.

14.2.3 In no event shall City be responsible for and Design-Builder hereby waives any claim for overhead or anticipated profits on unperformed work or other economic loss upon termination for convenience.

14.3 SUSPENSION BY CITY FOR CONVENIENCE

The City may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine. If such suspension, delay or interruption causes the Design-Builder to incur increased cost for the performance of the Work, an adjustment to the Contract Price shall be made for such costs as are directly attributable to such suspension, delay or interruption. If such suspension, delay or interruption causes a delay to the critical path of the Work, an adjustment to the Contract Time shall be made. All adjustments made pursuant to this section shall be subject to, and made in accordance with Article 7.

15. LABOR CODE REQUIREMENTS AND PREVAILING WAGE RATES

15.1 In accordance with the provisions of Division 2, Part 7, Chapter 1 of the Labor Code, the general prevailing rates of per diem wages for each craft, classification and type of Work needed to execute this Project have been determined by the Director of the California Department of Industrial Relations. The Design-Builder and each Subcontractor shall pay all workers not less than the prevailing wage rates as determined by the Director of Industrial Relations in accordance with the provisions of the Labor Code. As provided in Labor Code Section 1775 the Design-Builder shall forfeit, as a penalty to the City, Fifty Dollars (\$50) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing wage rate for such work or craft in which such workman is employed for any Work done pursuant to the Contract Documents by Design-Builder or by any Subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Section 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman was paid less than the stipulated prevailing wage rates shall be paid to each workman by Design-Builder.

15.1.1 Design-Builder shall strictly adhere to the provisions of the Labor Code, including Sections 1810 through 1813 and 1815, regarding minimum wages, the 8-hour day and 40-hour week, overtime, Saturday, Sunday, and holiday work. Design-Builder shall forfeit to City the penalties prescribed in the Labor Code for noncompliance, including the penalties set forth in Section 1813 for violations of Sections 1810 through 1815.

15.1.2 Design-Builder shall comply with the provisions of Labor Code, Sections 1777.5 and 1777.6, and Title 8, Code of Regulations, Sections 200 et seq., relating to apprentice employment and training. Design-Builder shall assume full responsibility for compliance with said sections with respect to all apprenticeable occupations upon the project. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, Design-Builder should, where some question exists, contact

the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices, prior to commencement of the Work. In the event of noncompliance by Design-Builder, City shall withhold the penalties provided for under Section 1777.7 of the Labor Code from progress payments then due.

15.1.3 Pursuant to the requirements of Section 1860 of the Labor Code, Design-Builder will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code.

15.1.4 Pursuant to Section 1861 of the Labor Code, Design-Builder is obligated to sign and file with City a certification in the form included in Exhibit D.

15.1.5 Design-Builder shall comply with the applicable provisions of the Labor Code and implementing regulations relating to Labor Nondiscrimination.

15.2 Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pensions and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday work. Design-Builder shall obtain a copy of prevailing wage rate determinations of the Director of the Department of Industrial Relations and post it in a conspicuous place on the Site.

15.3 The City will not recognize any claim for additional compensation because of the payment by the Design-Builder of any wage rate in excess of the prevailing wage set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Design-Builder in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract.

15.4 The Design-Builder shall maintain accurate payroll records in accordance with the provisions of Labor Code Section 1776 and shall, upon request, file said records with the City.

15.5 The Design-Builder shall forfeit as a penalty to the City Twenty Five Dollars (\$25) for each worker employed in the execution of the Work by the Design-Builder or any Subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that Work performed by the employees of Design-Builder or Subcontractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

15.6 The Design-Builder shall pay to all workmen needed to execute the contract all travel and subsistence payments defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code of the State of California.

15.7 Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Design-Builder or any Subcontractor under him.

15.8 The Design-Builder and any Subcontractor under him shall comply with the requirements of Section 1777.5 and 1777.6 in the employment of apprentices.

15.9 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, Office of the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

15.10 This Contract is subject to Public Contract Code Section 6109: The Design Builder shall be prohibited from performing Work with a subcontractor who is ineligible to perform the Work pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

16. POTHOLING AND LOCATING EXISITING UNDERGROUND UTILITIES

The Design-Builder is responsible for investigating and locating existing underground utilities, and for determining the need for and performing any necessary Work for conducting potholing, including where connection to an existing utility is required, prior to submitting shop drawings for the construction.

All costs incurred in exposing and locating the existing utilities including all labor, tools, equipment for excavation, backfill, restoring existing surface and site improvements, shall be included in the Contract Price.

Without any adjustment to the Contract Price or contribution from the City, the Design-Builder shall bear the cost of repairing or replacing any existing utility damaged by his potholing work to the satisfaction of the owner of the affected utility.

END OF GENERAL CONDITIONS

EXHIBIT B: PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, _____ as PRINCIPAL,
and _____

_____ as SURETY,
are held and firmly bound unto the City of Garden Grove (CGG), in the penal sum of _____ dollars (\$ _____), lawful money of the United States of America, for the payment of which sums well and truly to be made, we as CONTRACTOR and SURETY bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the PRINCIPAL has been awarded and is about to enter into a Contract Agreement ("Contract") with the CGG for the construction of _____ ("Project").

If the above bound PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said Contract and any alteration thereof, which PRINCIPAL and SURETY agree is hereby fully incorporated into this performance bond by this reference, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CGG, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Project by CGG, during which time if PRINCIPAL shall fail to make full, complete, and satisfactory repair and replacements and totally protect the CGG from loss or damage made evident during the period of one (1) year from the date of acceptance of the Project, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this section shall limit the obligation of the SURETY and the obligation of the SURETY shall continue so long as any obligation of PRINCIPAL remains.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above named, on the _____ day of _____, 2017.

(Corporate Seal)

Principal

By _____

Typed or Printed Name

Title _____

(Corporate Seal)

Surety

By _____

(Attach Attorney-in-Fact Certificate)

Typed or Printed Name

Title _____

EXHIBIT C: LABOR AND MATERIALS PAYMENT BOND

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that, _____ as PRINCIPAL,
and _____

_____ as SURETY,
are held and firmly bound unto the City of Garden Grove (CGG), in the penal sum of _____ dollars (\$ _____),
lawful money of the United States of America, for the payment of which sums well and truly to be made, we as CONTRACTOR and SURETY bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractor, heirs, executors, administrators; successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, or for amounts due as withholding tax pursuant to Section 18806 of the Revenue and Taxation Code, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as provided in Division III, Part 4, Title XV, Chapter 7, (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3181 of the Civil code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the day of _____, 20_____.

(Corporate Seal)

Principal

By_____

Typed or Printed Name

Title_____

(Corporate Seal)

Surety

By_____

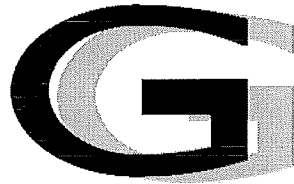
(Attach Attorney-in-Fact Certificate)

Title_____
Typed or Printed Name

PRELIMINARY DESIGN DOCUMENTS

To be provided during the First Phase of Design-Build Project

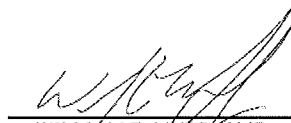
2015 STANDARD PLANS AND SPECIFICATIONS ARE IN FILE WITH
THE CITY ENGINEER'S OFFICE.



GARDEN GROVE

STANDARD PLANS
AND
SPECIFICATIONS
2015 EDITION

CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT



WILLIAM E. MURRAY JR.
PUBLIC WORKS DIRECTOR

CONSTRUCTION DOCUMENTS PREPARED BY DESIGN-BUILDER AND APPROVED BY THE CITY IN WRITING

To be provided during the First Phase of Design-Build Project

REQUEST FOR PROPOSALS

Request for Proposals for this Project, dated December 21, 2016, and its addenda are all on file at the City Engineer's Office.

DESIGN DOCUMENTS PREPARED BY DESIGN- BUILDER AND APPROVED BY THE CITY IN WRITING

To be provided during the First Phase of Design-Build Project

BEST AND FINAL OFFER

APPENDIX B

PRICING PAGE

The design and construction of the project shall be completed within a Guaranteed Maximum Price (GMP) of \$5,239,000 for the new Fire Station and Community Building, all Furniture, Fixtures & Equipment (FF&E) costs, IT/Data, Communications, all code requirements and fees, infrastructure, inclusive of all requirements set forth in this RFP.

The undersigned certifies that he/she has read all documents related to this Request for Proposal and understands all terms and conditions related thereto and as required in the RFP and the contract documents. In conformity with the Scope of Work and the Contract Documents, the undersigned proposes to the CGG the following:


Guaranteed Maximum Price not to exceed \$5,239,000: Furnish all labor, materials and equipment necessary to design and build Fire Station 6 and the Community Building in conformance with the requirements set forth in this RFP.

Fire Station 6: FOUR MILLION SEVEN HUNDRED FIVE THOUSAND THREE HUNDRES FIFTY SEVEN dollars (\$4,705,357.00)

Community Building: EIGHT HUNDRED THIRTY THOUSAND FIVE HUNDRED SIXTY TWO dollars (\$830,562.00)

Total GMP: FIVE MILLION FIVE HUNDRED THIRTY FIVE THOUSAND NINE HUNDRED NINETEEN dollars (\$5,535,919.00)

Term of Offer: It is understood and agreed that this offer may not be withdrawn for a period of one hundred eighty (180) days from the Proposal Submittal Deadline, and at no time in case of successful Offeror.



Signature of Person Authorized to Sign
ROBERT BURCH

Printed Name

3-6-2017

Date
JV PARTNER

Title



**R.A.BURCH
CONSTRUCTION**



CONSTRUCTORS, Inc.

PROPOSAL REQUIREMENTS

2ND STEP DESIGN-BUILD

FOR

RFP No. S-1208 (Design Build Services for Fire Station 6)

Attention: Sandra Segawa, Purchasing Agent

City of Garden Grove

11222 Acacia Parkway, Room 220

Garden Grove, CA 92840

ACKNOWLEDGEMENT OF ADDENDUM(S)

RABC-ECC A Joint Venture acknowledges THREE (3) addendums issued prior to receipt RFSQ Submittal date:

Addendum 01 – Dated: 11/09/16
Addendum 02 – Dated: 11/18/16
Addendum 03 – Dated: 11/18/16

RABC-ECC A Joint Venture acknowledges THREE (3) addendums issued prior to receipt RFP-S-1208 Submittal date:

Addendum 01 – Dated: 01/09/17
Addendum 02 – Dated: 01/10/17
Addendum 03 – Dated: 01/17/17



**R.A.BURCH
CONSTRUCTION**

**E
C
C**



CONSTRUCTORS, Inc.

RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

TRANSMITTAL LETTER

(1) TRANSMITTAL LETTER



**R.A.BURCH
CONSTRUCTION**



CONSTRUCTORS, Inc.

RABC-ECC A JOINT VENTURE

City of Garden Grove
ATTN: Sandra Seqawa

R. A. Burch Construction and EC Constructors formed a Joint Venture in 2013 to leverage our project and personnel experience for alternate delivery methods with public agencies. RABC-ECC A Joint Venture has thoughtfully assembled a strong Design-Build Team to propose, design and construct this new Fire Station 6. The team shall be involved in the design, construction and start-up phases and is the same group that shall provide management continuity throughout the entire project development. The proposed Lead Architect is **Jeff Katz Architecture**. Our team's combined experience in designing and constructing fire stations, relevant to this proposed Garden Grove Fire Station 6 engenders an excellent creative environment to approach this design-build facility with the City of San Diego. *We are proud to present our elite design-build team:*

R. A. Burch Construction is of one of the premier design-build general engineering and building contractors in Southern California. Established in 1984, R. A. **Burch is based in San Diego County**. Our firm has received awards for several Design-Build Multiple Award Construction Contracts (MACCs) and has been a consistent performer, delivering many successful design-build projects of all varying types with outstanding evaluation ratings. Over the last twenty-five years, R. A. Burch Construction has built over 1 billion dollars of state and federal projects ranging from 4 to 136 million dollars in size. More than **60% of these projects have been design-build delivery and ALL** of them have been delivered on time and within budget. R. A. Burch has garnered two AGC Build San Diego Awards for design-build projects, a Society of American Military Engineers Design-Build award and a National 2014 Construction Safety Excellence Award.

After a successful 23 year stint with a major general contractor in San Diego, Jim Summers established EC Constructors, Inc. (ECC) in 2005 with his wife Sherri. Mr. Summers successfully managed and provided oversight for project teams on approximately \$400 million of design build projects with his previous employer. ECC's primary focus is the construction of Public Works projects for municipalities and school districts in San Diego County. ECC has constructed numerous specialty projects including an APWA Award winning Public Safety Center in Del Mar, a major renovation of the electrical and fire alarm systems at the San Diego Police Headquarters, a fire station for Deer Springs Fire Protection District, and a new fire station for Lakeside Fire Protection District. ECC was recently selected by Standard Pacific Homes and County of San Diego to design and construct a new fire station in the Harmony Grove development utilizing design build delivery method. ECC is currently constructing Fire Stations #17 and #22 for the City of San Diego. ECC has continued to grow over the past ten years adding experienced & qualified personnel to meet project demands. Most of the ECC project managers, including Kenny Kubiak proposed for this project, worked on Jim Summers' teams at his previous company.

R. A. Burch and EC Constructors have worked together on several past projects. Area 41 Program Facilities was an R. A. Burch project and EC Constructors performed concrete work for this project. The project included a fire station which was detailed in Phase I of this proposal. RABC-ECC JV recently completed a Design-Build project for the Padre Dam Municipal Water District. The Maintenance and Operations Yard Improvement Project included new construction, renovation and demolition. The JV was recently awarded the Design-Build Chollas Building for the City of San Diego. Our joint venture has proven to be beneficial to our firms and to our clients, who are always our first priority. For both firms, we feel our paramount strength is in building a quality relationship with our customers. We believe our success hinges on fostering long lasting relationships that build confidence and trust.

RABC-ECC JV brings specialized experience to this proposal team with projects involving design and construction of facilities including administration and headquarters buildings, school buildings, medical facilities, auditoriums, **fire stations**, trades and operations buildings, gymnasiums, office buildings, warehouses, hangars, laboratories, and parking structures. RABC-ECC JV has selected Jeff Katz Architecture as our designated Lead Design Firm for this project. In addition to their vast experience with design on projects in San Diego, Jeff Katz Architecture and ECC have worked together on several past projects.

Quite simply, JKA is a nationally acclaimed fire station and public works design firm. They have completed over 60 fire stations and 200+ public works projects in the last 25 years. JKA's practical approach and ability to listen to clients and then transform their visions into reality have made them well respected in the public safety facilities community. They consistently deliver superior projects exhibiting high levels of craftsmanship, enhance the quality of life for the occupants, and always provide maximum functional efficiency. While each project is unique and challenging in its own way, our familiarity with fire station design and the design-build delivery method translates into one thing for the City of Garden Grove – smooth and easy success in opening this new fire station to serve the community for 50+ years. We are prepared to start immediately on this exciting project!

Our team's projects exemplify what can be accomplished with thorough planning, innovative ideas, and just plain hard work. Our team works tirelessly and selflessly offering advice and experience for the best possible outcome for the client and the project.

The facilities we design are built with unwavering standards and high levels of craftsmanship. These superior designs and construction processes guarantee lasting impact for years to come. Whether an essential facility fire station, military training complex, or public facility upgrade, our Team's work is designed with close interaction with users to establish flexible solutions for the long term. Whether a fire department is able to save another life because of a highly efficient floor plan or a fighter pilot can protect our national interests because of the training received in a governmental building we designed, our Team takes pride having made a positive impact on the community.

Our practical approach and ability to listen to clients and then transform their visions into reality have made us well respected in the public facilities community. We consistently deliver superior projects

exhibiting high levels of craftsmanship, enhance the quality of life for the occupants, and always provide maximum functional efficiency. We believe in a collaborative effort to finding architectural solutions for our clients' functional, human, and economic needs and have long-standing relationships with a number of engineering consultants including Structural, Civil, MEP, and Landscape Architects. We seamlessly bring the experience of these qualified professionals to you.

Our team implements a Quality Control Process at the beginning of the project that we reference and build upon throughout the life of the project. This plan addresses everything from how we control the progress design deliverables, addressing review comments and coordination of annotated responses, to how we internally give quality assurance by way of extensive check lists and industry standard guidelines. This plan will be tailored to address all items for this type of facility. The process will evolve and be continuously updated as we go through design. Reports, plan updates and the design quality control checklists will be utilized during the project to minimize rework and mistakes. Detailed and well vetted design documents allow the subcontracting community to bid accurately and expedite the work efficiently.

The City of Garden Grove is commended for approaching this project with a design-build delivery method. The excellent value RABC-ECC JV and JKA bring to the table is years of working experience with design build projects completed as a team. The following details core values demonstrated by RABC-ECC and JKA together as a team. These core values can only work when you have had the opportunity to bond and merge as one team:

Everybody is on the same team: We are all in this together and we all have the same goal –to arrive at a successful project that meets or exceeds the client's expectations for their project. RABC-ECC and JKA strive toward our main goal of delivering a quality fire station to serve the community.

Total accountability: One entity is accountable for everything – including how the completed facility looks, how much it costs and the time line of completion. We have developed a trust that really defines accountability.

Continuity: A design-build firm is involved from start to finish, which adds an inherent efficiency. The chance for things to fall through the cracks is greatly diminished. RABC-ECC and JKA are together from the design phase to construction close-out.

Expertise: Design-build firms are experts in both fields. The principals should be licensed architects with formal architectural training and experience in the architecture field. The Contractor specializes in his field. Between the two you have a unique synergy that plays off the expertise of the other.

Professional guides: We've all heard the stories that design and construction can get out of hand and messy. Design and construction shouldn't be chaotic or stressful. Our design-build firm is a beacon to clients throughout the process, guiding the way to the best possible outcome. Only design-build firms with years of experience together can easily walk clients through the process.

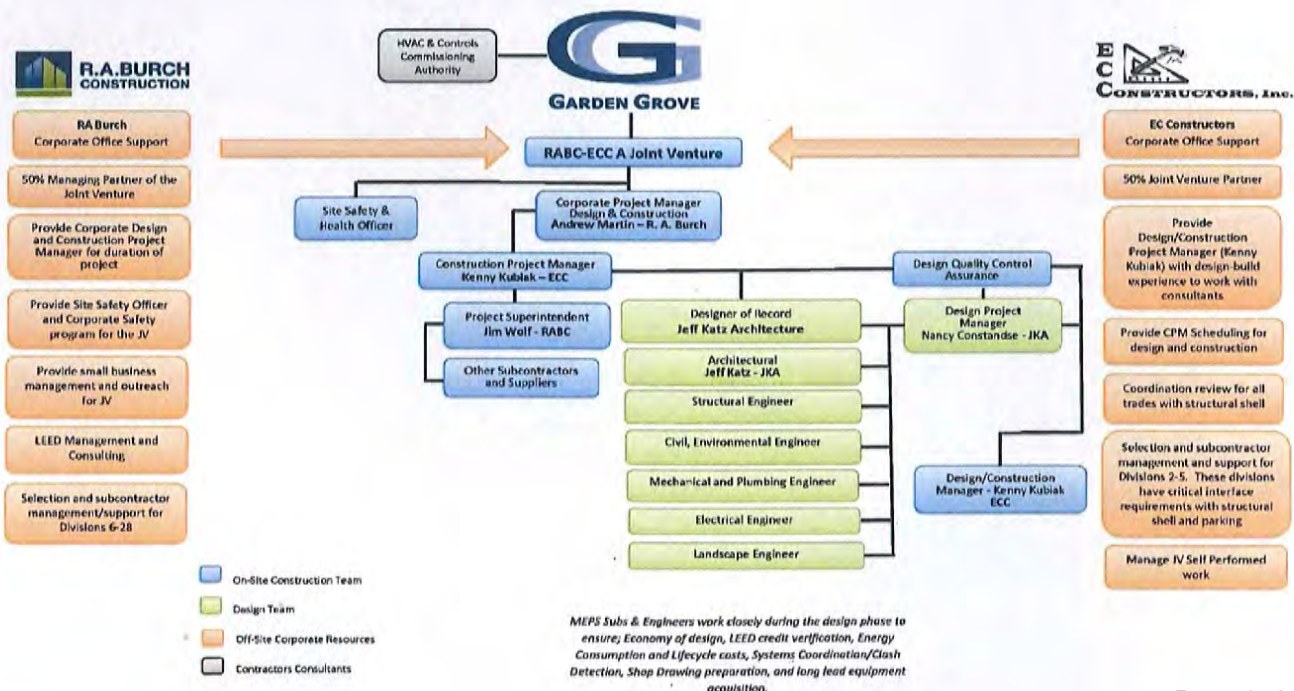
Involvement: Design-build operates under the assumption that the client wants to be an active participant in the design and construction of their project. By taking this role they are guaranteeing that they get the outcome and satisfaction with their completed facility. RABC-ECC and JKA want the City to actively participate.

Collaboration: Design-build cuts out the big egos so common in the industry. After years of working together we have stripped all barriers. This is a humbling industry that does not allow time for re-evaluating how teams should work together.

The best kind of communication is open, honest and often: Design-build is transparent because we want clients to understand the process and to know what is going on. The best partnerships work, not because people say what everyone wants to hear, but because they say what everyone needs to hear. Along with the withdrawn barriers comes the ability to be able to speak our minds with one another. This has taken many years to develop.

Time is of the essence: Design and construction involves managing hundreds of time lines that need to coordinate in lockstep. Design-build creates opportunities for clients to sit with big decisions, ask questions, and consider their options. With RABC-ECC and JKA we have perfected an efficient process for successful delivery.

The best personnel: The team we have assembled for your project has many years of experience working together and working specifically on fire station projects. Not just ground up new construction, but fire station remodels, work on active sites, and work in environmentally challenging areas. The full-size Organization chart, (attached to this Transmittal Letter) indicates the personnel we are proposing and the role and responsibility each has to the project. The key factor is that we are a TEAM, committed to working with you to create the best, most efficient design solution for Fire Station 6.



RABC-ECC A Joint Venture, Jeff Katz Architecture and our subconsultants and subcontractors are a cohesive team, practicing committed speaking, effective issue resolution, and a partnering experience second to none. Our proven past performance is substantiated by our previous clients and their positive feedback. Our process is flexible and interactive, allowing substantial input from all parties involved. This allows key decision makers to participate in work sessions to build consensus and everyone an opportunity to take ownership of the project. We are consistently looking to practice and improve our listening skills so that we provide design solutions that meet our clients' needs. We have worked diligently to capture the feedback provided during our mid-course evaluations and have provided innovative solutions for this project. We are enthusiastic about the project of building a fire station to offer lifelong service and protection for the diverse Garden Grove community and the surrounding area.

Post award, we intend to start the project with a charrette or series of charrettes to review the current state of the conceptual documents to determine which pieces require further refinement to function for all the stakeholders involved. These charrettes are traditionally very effective because these all-hands meetings allow for all the decision makers and Design Build team to set expectations and constructively manipulate areas of the design that will require modification. Gaining consensus is critical at this point so that we can efficiently and effectively have clear direction moving forward. Going slow to go fast is an important concept that we embrace at the beginning of Design Build projects so that everyone is working toward the same goal.

Once we've agreed on the schematic design, we set a series of deliverables, in conjunction with your needs, to review the drawings and specifications on a regular basis to verify that we are still meeting the goals and milestones that we've collectively set together. This allows opportunity for review and modification by the City throughout the process, albeit on an expedited basis, to meet the schedule. Since the Design Build delivery method places the risk in the hands of those most capable of managing it, we will be generating the construction documents, administering and managing the construction, and monitoring budget and schedule throughout the process.

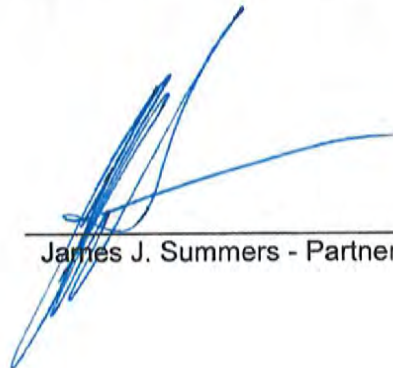
The importance of this project cannot be underscored enough. This project will be a proud beacon and landmark for the local community. We are honored to be considered as an integral part of this endeavor.

Respectfully,

RABC - ECC A Joint Venture



R. A. Burch - Managing Partner



James J. Summers - Partner



HVAC & Controls
Commissioning
Authority



GARDEN GROVE



RABC-ECC A Joint Venture

Site Safety &
Health Officer

Corporate Project Manager
Design & Construction
Andrew Martin – R. A. Burch

Construction Project Manager
Kenny Kubiak – ECC

Project Superintendent
Jim Wolf - RABC

Other Subcontractors
and Suppliers

Design Quality Control
Assurance

Designer of Record
Jeff Katz Architecture (JKA)

Architectural
Jeff Katz - JKA

Structural Engineer
Donald R. Orie, S.E. – Orie2 Engineering

Civil Engineer - Michael D. Wolfe, PE
San Dieguito Engineering

Mechanical and Plumbing Engineer
Douglas Isaaks, PE – McParlane &
Assoc.

Electrical Engineer
Tim Locklear – ELEN Consulting

Landscape Engineer
Cheri Blatner Pifer – KTU&A

Design Project
Manager
Nancie Constandse -
JKA

Design/Construction
Manager - Kenny Kubiak
ECC

EC Constructors
Corporate Office Support

50% Joint Venture Partner

Provide
Design/Construction
Project Manager (Kenny
Kubiak) with design-build
experience to work with
consultants

Provide CPM Scheduling for
design and construction

Coordination review for all
trades with structural shell

Selection and subcontractor
management and support for
Divisions 2-5. These divisions
have critical interface
requirements with structural
shell and parking

Manage JV Self Performed
work

RA Burch
Corporate Office Support

50% Managing Partner of the
Joint Venture

Provide Corporate Design
and Construction Project
Manager for duration of
project

Provide Site Safety Officer
and Corporate Safety
program for the JV

Provide small business
management and outreach
for JV

LEED Management and
Consulting

Selection and subcontractor
management/support for
Divisions 6-28

- On-Site Construction Team
- Design Team
- Off-Site Corporate Resources
- Contractors Consultants

MEPS Subs & Engineers work closely during the design phase to ensure; Economy of design, LEED credit verification, Energy Consumption and Lifecycle costs, Systems Coordination/Clash Detection, Shop Drawing preparation, and long lead equipment acquisition.



**R.A.BURCH
CONSTRUCTION**

**E
C
C**



CONSTRUCTORS, Inc.

RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

FIRM'S DETAILED INFORMATION

(2) FIRM'S DETAILED INFORMATION

APPENDIX A

OFFEROR'S INFORMATION

Please complete and/or provide all requested information. If the proposal is submitted by a corporation, please provide an additional attachment that states the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venture parties. If the respondent is a sole proprietorship or another entity that does business under a fictitious name, the proposal shall be in the real name of the respondent with a designation following showing "DBA (the fictitious name)," provided however, that no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as respondent, declares that all documents regarding this proposal have been examined and accepted and that, if awarded, will enter into a contract with the City of Garden Grove.

Firm's Legal Name: RABC-ECC A Joint Venture	
Firm Parent or Ownership: Ownership	
Address: 405 Maple Street, Suite B101, Ramona, California 92065	
Firm Telephone No. 760.788.0800	Firm Fax No. 760.789.3549
Firm's Tax I.D. Number: 46-5318641	Incorporated: YES _____ NO <u>X</u>
Legal form of company: (partnership, corporation, joint venture) Joint Venture	
Length of time your firm has been in business: 30+ yrs	Length of time at current location: 30+ yrs

Management person responsible for direct contact with the City of Garden Grove and service required for this Request for Proposal (RFP).

Name: (General Contractor) Robert Burch	Title: Managing Partner
Telephone No.: 760.788.0800	E-mail: rburch@raburch.com

Architect servicing of the account:

Name: (Architect) Jeff Katz	Title: Principal Architect - DOR
Telephone No.: 619.698.9177	E-mail: jeff@jeffkatzarchitecture.com

Person responsible for the day-to-day servicing of the account:

Name: (Project Manager) Andrew Martin	Title: Senior Project Manager
Telephone No.: 760.788.0800	E-mail: andy@raburch.com



SUBMITTAL REQUIREMENTS:

- a) Bid Bond*
- b) Certification of Proposal*
- c) Site Visit Certification*
- d) List of Features indicative of design excellence, innovation and compliance with CGG Specified elements/requirements*
- e) Technical Design*
- f) Drawings and Other Documents*
- g) Architectural*
- h) Structural*
- i) Mechanical and Plumbing*
- j) Electrical*
- k) Site Improvements*
- l) Landscaping*

APPENDIX D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we RABC-ECC A Joint Venture
as Principal, and Travelers Casualty and Surety Company of America,

as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at 21688 Gateway Center Drive, Diamond Bar, CA 91765, are held and firmly bound unto the City of Garden Grove, hereinafter called the City, in the penal sum of Ten Percent of the total amount of the bid----- (\$ 10% of the total amount of the bid) said amount being TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said City for the work described below for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated February 8, 2017, for construction of:

DESIGN/BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING; RFP NO. S-1208

NOW THEREFORE, the Principal shall not withdraw said bid within one hundred eighty (180) days after said opening; and the Principal, when given Notice of Intent to Award Contract, shall within ten (10) days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the City, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies if the latter amount be in excess of the former, together with all costs incurred by the City in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or the specifications.

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

IN W ITNESS W HEREOF the above-bound parties have executed this instrument under their several seals this 23rd day of January, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to City of its governing body.

(Corporate Seal)

RABC-ECC A Joint Venture

Principal

BY 

TITLE R. A. Burch - Managing Partner

(Corporate Seal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

BY 

Brooke Lafrenz

TITLE

Attorney-in-fact

(Attach Attorney-in-Fact Certificate)

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 23 January 2017 before me, Joy Rogers, Notary Public,
(Here insert name and title of the officer)

personally appeared Brooke Lafrenz,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 230435

Certificate No. 006667221

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brooke Lafrenz, Larry D. Cogdill, Michael W. Thomas, Gladys Rogers, and Audrey Rodriguez

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of February, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 4th day of February, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

APPENDIX C

CERTIFICATION OF PROPOSAL

In responding to the Design-Build RFP for Garden Grove Fire Station 6 and Community Building the undersigned Offeror(s) agrees to provide services for the CGG per the specifications. Offeror further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this proposal and any resulting contract. If there are any exceptions, they must be stated in an attachment included with the offer.

1. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract. Signature below verifies that the Offeror has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.
2. The submission of the offer did not involve collusion or other anti-competitive practices.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
4. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
5. The Offeror complies fully with the Federal Debarment Certification regarding debarment, suspension, ineligibility, and voluntary exclusion.

Independent Price Determination: I certify that this offer is made without prior understanding, arrangement, agreement, or connection with any corporation, firm or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any City of Garden Grove public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this offer and certify that I am authorized to sign this agreement for the offeror.

TO THE CITY OF GARDEN GROVE:

The Undersigned hereby offers and shall furnish the services in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as fully set forth herein. The representations herein are made under penalty of perjury.

RABC-ECC A Joint Venture

Name of Firm

405 Maple Street, Suite B101

Address

Ramona

California

92065

City

State

Zip

Signature of Person Authorized to Sign

February 8, 2017

Date

R A Burch

Managing Partner

Printed Name

Title

APPENDIX E

SITE VISIT CERTIFICATION

12232 West Street
Garden Grove, CA

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor, and I fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I fully indemnify the City of Garden Grove, its City Council, officers, agents, employees, and any of its consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.



(Signature of Bidder) R. A. Burch - Managing Partner

RABC-ECC A Joint Venture

(Typed Name of Bidder)

DESIGN EXCELLENCE

The design and construction of a new Fire Station offers the unique and challenging opportunity to create an exciting, modern, functional and comfortable facility for the City of Garden Grove. The evidence of our design excellence is noticeable in every community with which we have worked. Our facilities not only meet the functional requirements for the fire fighters operating out of the station, but the community as a whole. These projects have been recognized with design awards both from industry professionals as well as community organizations. The true measure of design excellence is the facilities' ability to hold up over time to the heavy use a facility of this type gets. Our stations receive high marks from all our end users for the innovative design and durable, low maintenance design and materials that are incorporated into our projects.



Our experience in working with various fire service agencies in the state has provided us with a broad understanding of how these agencies conduct their business. We understand the unique role that the Fire Department serves in the community, and the importance of providing a facility which meets both the fire fighters' living needs, as well as the functional requirements necessary for them to perform their tasks quickly and efficiently.

Our experience reflects our familiarity with the unique requirements of fire station facilities, including design for "essential services" facilities. Specialized systems are critical to allowing the Fire Department to complete its mission. Our knowledge will help ensure that the necessary components for a successful project are in place. We understand prompt response and communication are major components of a Fire Department's success. Similarly, our team's responsiveness and communication skills ensure our ability to serve our clients' needs.

Maintaining communication and working closely with the various groups involved in a project of this sort is crucial. Our team excels in this area. We have always been able to work closely with our clients. More importantly, we are very capable of listening - this quality is key. Hearing what our clients' critical issues are at the beginning of the project will help ensure the ultimate success of the project. Lastly, responsiveness during construction is of primary importance to eliminate delays our past clients will attest to our responsiveness and comprehensive approach to construction services.

As a design builder, RABC-ECC places strong emphasis on open, honest, and constructive team communication. We have established protocols for conducting effective communication that ensure successful project outcomes. We will set up a web-based project database for the City of Garden Grove that will include a project communication directory. The directory will list all project team members as well as first-tier subcontractors and suppliers, along with the person's project role, affiliation, physical addresses, email addresses, and telephone and fax numbers.

We will collaborate, make commitments, present plans, solve problems and work as a team towards a common goal, all with open communication. The following outline some of the main features of our project approach which helps insure your projects success.

TECHNICAL DESIGN

Jeff Katz Architecture has extensive experience in the Fire Station and Public Safety realm. Over the last 25 years, we have completed over sixty Fire Stations and multiple public safety facilities for a wide variety of agencies. We are currently working on a Fire Boat House for the Port of Long Beach, Fresno Fire Station 18, and Coastside Fire Station (Half Moon Bay). The Fire Stations have been an aggregate of renovation, replacement, and ground up new construction. We have worked on fast-tracked and expedited schedules in the past successfully when everyone is committed to the plan at the outset of the project.



Fire Stations pose an excellent design challenge in trying to balance the functional needs of the fire fighters, enabling them to respond promptly and complete their work efficiently, while at the same time providing a comfortable environment for the fire fighters to live. In addition, there is the need to meet the community's requirements for an aesthetically pleasing building. As part of our preliminary design, we will meet with the Fire Department personnel, City Staff, Planning Department, and any additional stakeholders to review the specific requirements for this project.

Our first task when designing the site will be to look at the site orientation, existing topography, traffic patterns, adjacent uses and structures which are to remain operational. We will take into consideration view, agencies, and roadways that will make a difference for ingress and egress. Once we plot these and existing utilities and drainage systems, we will look for opportunities to place building and site elements in the most logical, safe, and efficient locations for the Fire Department.

Circulation and parking for fire apparatus, staff, and the public will be very important in terms of safety and security. We will analyze this along with location for service deliveries, outdoor spaces, bunk room orientation, generator and fuel storage and the relationship of the building to the streetscape in order to provide sufficient options for the Fire Department.

The schematic design phase will be an opportunity for dialog about the character of the building, orientation and adjacencies, mechanical and structural systems, emergency power requirements, and material selections. We will discuss options and alternatives with the team so that decisions can be made quickly for the best possible outcome.

Design Development with further the detail once the schematic drawings are approved will consist of demolition, site, and floor plans, sections, elevations, and materials. We will make recommendations from a structural point of view that is in line with the Essential Services requirements. Mechanically, we will be taking into consideration energy conservation, HVAC needs, fire protection, plumbing, and plymovent requirements. Electrically, power service and distribution will be considered along with lighting, telephone/data distribution, fire alarm and fire protection interaction. On the interior of the building, we will make recommendations for space allocation and placement of FFE items along with best practices for utilizing areas in the building.

Once the drawings have been approved in the Design Development phase, we will move on to the Construction Documents which will incorporate further detail along with specifications, calculations, and energy models to aid the City and Fire Department in budgeting for their new station.

PROGRESS MEETINGS

JKA's approach to progress meetings with the client is to ensure that the City is satisfied we are keeping them well informed. At the onset we will schedule weekly (bi-weekly during pre-construction) progress meetings with the county and maintain them throughout the duration of



the project. We will conduct the meetings in person at a convenient, mutually-agreed location. When appropriate the meetings can become virtual on-line "Go to Meetings", but we will always keep the option to have live meetings at regular intervals. We will document the meetings and track deliverables and action items. After every meeting, summary meeting minutes, which include a listing of attendees, summaries of discussion items, and follow-up action items required, will be distributed to all meeting attendees. Key project team members not present will also be copied. Between meetings, we will track the progress of action items until they are closed. We will keep a cumulative log of action items and denote whether each is closed or active.

BUILDING INFORMATION MODELING (BIM)

We will generate our design, construction, and record CAD drawings, both paper and electronic, from the 3D BIM model authored with Autodesk Revit software, and we will comply with the City of Garden Grove's CAD Standards. At the start of the project, we will prepare a BIM Execution Plan that defines and describes how we will implement BIM on this project. This plan will include: collaboration team members and contact information; project goals and objectives; collaborative process map; a detailed BIM modeling plan, a detailed BIM analysis plan; a collaboration plan. Early BIM planning will help us to drive early decision-making, design convergence, and design quality control. The 3D process allows us to effectively communicate our design goals to all the project stakeholders in a clear, concise manner. It will also help us later, in construction, to resolve complex construction sequencing, reduce schedule time and change orders, and increase field productivity, safety, and construction quality. The key will be to produce a well-thought-out design early in the design-build process. We will do this by using BIM to develop an accurate and detailed virtual model of the design to be built. That BIM model will help us to gain a greater understanding of the proposed design through visual presentation, analysis, simulation, and discussion.

RABC-ECC JV collectively represent over 50 years of combined experience in design-build project delivery methods. Our firms have developed relationships with subcontractors, vendors and suppliers spanning decades in the Southern California marketplace. Together we have the financial resources, trade personnel, equipment, subcontract resources, and management personnel that are uniquely suited to design, manage, and construct this new essential service facility in a true teaming arrangement with the City of Garden Grove

Architectural



As nationally recognized Fire Station design experts, Jeff Katz Architecture understands that while many components for the Fire Station are consistent from one project or jurisdiction to the next, each Department operates in its own unique way. The design we have prepared for this project has had minimal input from the end users, but represents, what we believe is a fully functional fire station which incorporates the latest in safety and comfort for those who will live and work out of the station.

Our design and construction team understands the components and complex systems required for a fire station to operate. Our stations are built to last, decrease response time, and provide the community with a landmark structure. Our years of experience and multitude of successfully completed stations have garnered us national acclaim, and we are able to bring that experience and innovation to the design and construction of this station. Our design experience has allowed us to present a design which meets all the functional requirements of the RFP, while reducing the overall size of the building to fit the project budget. This reduction has life cycle cost implications, as it is less area to condition and maintain over the life of the facility. We have provided a spreadsheet which shows both the programmed and actual areas, as well as a description of the reason for the variance.

Fire Station

The fire station shall consist of a single-story fire building of approximately 7,800 square feet and shall be designed and constructed in compliance with **NFPA standards**. The fire station shall include the following: a minimum of two apparatus bays, eight crew dormitory rooms, four crew bathrooms, a public accessible restroom, office spaces, work spaces, kitchen, dayroom, dining room, gym for eight personnel, shop work area and equipment storage. Other appurtenances include, but are not limited to a covered diesel refueling site and an emergency power generator capable of carrying full load of all site/station circuits.

what about OSHA stds?

Community Building

The existing community building is located east of the proposed fire station site in Westhaven Park. Scope includes the demolition of the existing community building and foundation, and the construction of a new 2000 SF building to include an office, an adult restroom, a kid's restroom and a corrugated room divider. The proposed building will be located in the same place as the existing building and use the existing utility hookups including water and sewer.

All areas of the Fire Station and Community Building have been designed to be accessible (ADA Compliant) as required by ADA and the State Building Code. For floor areas limited to able bodied personnel we would propose facilities that are adaptable. These are essentially designed to be compliant, without the installation of grab bars and folding seats in the restrooms at this time. The site design to and from the accessible parking will provide a compliant path of travel.

good point

The proposed site design allows for site access for both personal vehicles and fire apparatus off West Street. The intent of the egress drive is that only fire response vehicles will use this drive and it will be signed and striped to indicate emergency vehicle access only. Additionally, traffic warning signalization will be incorporated to allow for safe egress from the apparatus bays. The driveway entry to the north will be for Fire Apparatus and for public access and will allow public and universally accessible parking and sidewalk access in close proximity to the building entrance. Additionally parking for the Park will be provided at this location as well. Monument signage and a flag pole will be installed along the public path leading from the accessible right of way to the fire station lobby



The proposed design incorporates two drive through apparatus bays. The building design and structural design takes into account the potential for an added third apparatus bay in the future.

Standard parking spaces will be provided for fire personnel accommodating increased needs at shift changes. A trash and recycling enclosure with protective bollards will be made of CMU and located at the rear of the site, outside the secured area. A fuel tank will be provided. The generator will include a day tank sized to accommodate a 72-hour run time. The generator will be provided with a sound attenuation enclosure to provide the sound mitigation required. The site area enclosing the staff parking will be provided with a six-foot high fence and sliding gate.



The Apparatus Bay is located to allow easy access to all required fire apparatus, with appropriate turning radii on the approach drive for the apparatus intended for use at the station. There is sufficient room on the apron at the rear of the Apparatus Bay to pull vehicles out for service and inspection. There is also room behind the Apparatus Bay to wash down vehicles or utilize for training purposes. All Apparatus Bay doors will be 14' by 14', of the sectional design which allow for rapid opening and closing for emergency response.

The proposed 7,800 square foot Fire Station will meet all setback requirements, be fully ADA compliant, and have a maximum height of 23'-0". The Fire Station program includes individual sleeping quarters for 8 fire fighters, and 4 staff bathrooms/showers. The design proposes individual restrooms to more easily accommodate variations in gender makeup of the staff. The most important aspect to the layout of the interior spaces of the Fire Station is ensuring the most efficient and direct access to the Apparatus Bay from all portions of the station, in order to minimize response time.

The building construction shall be Type V-B, fully sprinklered. All living area walls will be wood stud framing and gypsum wallboard with batt insulation as required per Title-24 with the bunk room walls receiving sound attenuating gypsum board and acoustic insulation.

Other living quarter areas include a day room, dining room, kitchen, linen/laundry room and storage. The Kitchen and Dining Room are open to one another, as well as to the Day Room. The Kitchen area is directly accessible to an enclosed outdoor patio area. Extensive casework is provided within the kitchen for daily use storage.

Other functional areas include administrative offices, fitness room, PPE storage, workshop, EMT storage, hose storage and a wash/decon room. A secured public lobby and accessible restroom are also provided. Leading to the Apparatus Bay from the office is also a communication alcove which will contain battery chargers and a "rip and run" printer.

We have provided a restroom immediately off the Apparatus Room to allow personnel returning from a call to access a restroom before they have completed any necessary decontamination and maintain the cleanliness of the living quarters of the station. We have a keen understanding of the "Hot Zone" issues of station contamination and do everything we can to separate the working areas of the station from the Living Quarters to help reduce the potential for contamination.



The Fitness Room is sized to accommodate up to four personnel with a variety of training equipment, as we recognize that fitness needs are always changing and evolving and the space should be flexible enough to accommodate additional changes in the future. Double doors are provided from the fitness room to the exterior to allow training to occur outside as well as in the fitness room.

Interior flooring finishes will consist of polished concrete in the living quarters. We recommend utilizing rubber impact resistant flooring in the fitness room as it withstands the dropping of weights better and is appropriate for the nature of that area. We also recommend utilizing polished concrete floors throughout the as the concrete requires less maintenance, is more durable, and is not as subject to harbor infectious contaminants (MRSA).

Walls will be painted gypsum wallboard with the walls in the bathrooms being ceramic tile for added durability. All living quarters cabinets shall be plastic laminate while those in the Apparatus Bay shall be a more durable finish. Counters on the living side will be solid surface with those in the Kitchen being solid surface or stainless steel. The Apparatus Bay floor will be an enhanced high density polished concrete which we recommend using in the support spaces as well. All of these materials have been chosen for their durability and low maintenance as well as proven success on our past fire station projects. The material selection will enhance the quality of the indoor environment, create a comfortable atmosphere for station personnel, and ensure that this essential service facility serves the needs of the community for the next 50 years.

Exterior doors will be hollow metal and interior doors shall be wood. Function appropriate door hardware will be provided for each. Exterior doors will be provided with access control hardware as required. All Apparatus Bay doors will be provided with a highly durable baked-on finish. Aluminum windows and storefront systems will incorporate low-e glazing.

The exterior of the Fire Station will include a combination of stucco and metal wall panels which will provide an attractive, coherent and unified character appropriate for a Fire Station. Metal Standing Seam Roofing will be utilized and will be of a cool roof color to limit heat gain. All materials shall meet the requirements for "Moderate Fire Hazard Safety Zones" per the Building Code.

Our commitment to sustainable design will be present throughout the Fire Station resulting in increased energy efficiency. The use of low VOC and recycled content materials, natural light, low-e glazing, a cool roof, and high performance building envelope will minimize energy consumption. Fixtures and appliances will also maintain a high efficiency through LED lamps, Energy Star ratings, and low water usage.

With a wealth of fire station experience behind us, we will also assist the City and Fire Department in the development of a comprehensive FF&E list, identifying any items that may not have been considered and also offering suggestions for products and manufacturers we have found to be excellent.

Based on our past experience working with numerous other jurisdictions, we have noticed several items and have suggestions that perhaps have already been addressed through the stakeholder discussion leading up to the bridging design, however, we feel it worthwhile to still list them here. Please note, these items are not included in our proposal:

- Electrical outlets may be included inside bunk room lockers for ease of charging mobile devices.
- Simple training elements can easily be incorporated to the site or building such as ladder guards on the building

Structural



This is a one-story fire station with predominantly sloped shed style roofs that will be framed primarily with pre-manufactured wood trusses that will be supported by 2x6 wood studs at exterior walls.

frames at the apparatus area.

The lateral framing system for the building will be wood framed shear walls with plywood sheathing at the living quarters/administration/fitness areas and special moment

The foundation will consist of reinforced concrete slabs-on-grade with turned down perimeter edge footings and individual spread footings at columns. There are grade beams footings at the apparatus door openings where there are Steel Moment Frames. The slab in the living quarters, administration and fitness area will be 5-inch thick and the slab in the apparatus area will be 8-inch thick.

The Design Criteria that we will be using to design the building will include the following:

Structural Design will be in accordance with the California Building Code (CBC) 2016 Seismic and Wind design will conform to 2013 CBC and ASCE 7-10 with Use Occupancy Category IV ($IE = 1.5$), Seismic Design Category is D.

Basic Seismic Force Resisting System:
Special Steel Moment Resisting Frames at the Apparatus Area and Wood Shear walls for the Living Quarters/Administration portions of the building.

Wind: In accordance with ASCE 7-10 section 26.5.1 and Figure 26.5-1B shall be Exposure C, 115 mph

Roof Live Loads: Use 20 psf



Special Inspections: Soils, Concrete including Foundations and Slabs, all plywood diaphragms/shear walls will require Special Inspection.

**Project Description:**

The project includes the design of the heating, ventilating, air conditioning (HVAC) system required to control and maintain space indoor conditions appropriate for occupancy during the cooling and heating seasons at the new Garden Grove Fire Station #6 & Community Building. The project will be located at Westhaven Park in Garden Grove, California. The new fire station, Fire Station 6 (FS6) will support firefighters and paramedics from the City of Garden Gove. The new station will replace the inadequate and undersized existing Fire Station. The community building will replace the old and undersized existing community building.

MECHANICAL SYSTEM DESCRIPTION - FIRE STATION

System design components shall include:

- Heating and cooling for the Fire Station work stations, hallways, kitchen, dining, bunk rooms, offices, day room, entry, fitness area and laundry.
- All occupied spaces within the fire station shall have either conditioned ventilated air, ventilation only or exhaust air.
- High efficiency thermal insulation shall be used to reduce building heating and cooling loads.
- Dormitory spaces shall be on a separate system and shall have proper air distribution and return air paths for all systems.
- The common living areas shall have a separate indoor air conditioning until.
- The communication room shall be provided with a dedicated 24-7 cooling system.
- The office area shall have a separate indoor air conditioning shall be provided with timer control.
- Location of outdoor condensing units shall be sound sensitive to site requirements.
- Unit heaters will not be provided for the Apparatus Bay, due to local climatic conditions,
- All refrigerant piping, ductwork, distribution, controls and test and balance to ensure a complete and operational system.
- Dryer vent system shall be provided for turnout area.



HVAC Equipment

There are many factors considered when determining which mechanical system would best suit the needs of a facility. The Heating, Ventilation and Air Conditioning system for a building can account for over 40% of the buildings total power consumption. Based upon allowable systems for this facility, the preliminary building analysis concluded that high efficiency packaged rooftop gas-electric and/or high efficiency split system units best meets the needs of this facility predicated upon operating efficiency and localized control.

The HVAC equipment to be installed as part of this project will be comprised of the following two systems:

Serving Occupied Areas

- Split system heat pumps, which will be comprised of indoor fan coil units connected to outdoor condensing units. The units will be connected via refrigerant piping. Outside air will be provided through penetrations from exterior walls or roof.
- Packaged rooftop gas/electric units will be comprised of roof mounted units with ducts to building interior zones. Service is limited to roof area and outside air is provided through unit air intakes.
- The proposed system supports the Fire Station Facility desire to integrate energy savings equipment and exhibit design features that will reduce energy consumption throughout the life of the building.
- The proposed system supports the goals of sustainability, reduced operating costs, and a healthy, productive workspace.
- The proposed system helps achieve optimum energy performance, and will utilize refrigerants what will be free of CFCs and greenhouses gases.
- The proposed system has a very high SEER rating and will support high efficiency when integrated into the highly-insulated building envelope.

Serving Equipment /IT Areas

- Split systems cooling only units. The outdoor units will be installed on grade or roof on curbs. The indoor units will be installed inside the buildings with refrigerant pipes connecting them to the outdoor units. No Outside air will be provided to these areas.

Exhaust air fans will also be provided to discharge environmental air to outdoors and to properly ventilate spaces and maintain the proper building pressurization. Exhaust systems shall support laundry area, turnout area, bathrooms, electrical rooms, equipment rooms and kitchen.

Dedicated vehicle tail piece exhaust shall be provided for apparatus bay and shall include all rails, snorkels, connections, fan, and controls.

All HVAC systems selected will be designed as mandated by the Standards mentioned above and according to all code and local jurisdictional requirements to ensure complete, operational and balanced system.

HVAC equipment shall be made accessible for repairs and maintenance but away from quiet spaces (sleeping and office) in order to minimize noise.

Air Distribution System

The air distribution system associated with HVAC equipment will be mainly comprised of sheet metal round/rectangular ductwork, air devices (such as diffusers and grilles), and accessories (such as dampers, louvers, flexible duct, flexible connections, etc.). The ductwork layout will be designed following the design procedures outlined by ASHRAE and SMACNA. Balancing dampers will be incorporated to ensure proper air balance in the spaces. Aluma flex duct is not allowed.

Control System

It is understood the desired control system is a Johnson Control System, the proposed HVAC system localized controllers can interface with the Johnson platform through a gateway interface.

The operation of the HVAC system will be controlled by an electronic control system that will allow the implementation of the following control strategies: scheduling, adjustment of space temperature set points, after-hours operation, space temperature (and CO2 concentration, if applicable) monitoring, and economizing operation mode, among others.

Exhaust fans serving individual/single restrooms will typically be controlled through corresponding space lighting switch. Telecom room will be controlled by the thermostat and kitchen exhaust will be controlled by switch on hood.

A vehicle exhaust system will be equipped with integral start stop mechanism which will be set up specifically to meet the need of this facility.

Test & Balance

At the completion of the installation, the HVAC system will be tested and balanced according to approved standards such as NEBB and/or AABC. In addition, the performance of the HVAC system will comply with the 2016 California Green Building Code. Test and Balance contractor shall be a third party contractor.

MECHANICAL SYSTEM DESCRIPTION - COMMUNITY BUILDING

System design components shall include:

- Heating and cooling for the community center office, an adult restroom, a kid's restroom and open area with corrugated room divider.
- All occupied spaces within the community center shall have either conditioned ventilated air, ventilation only or exhaust air.
- High efficiency thermal insulation shall be used to reduce building heating and cooling loads.
- Location of outdoor condensing units shall be sound sensitive to site requirements.
- All refrigerant piping, ductwork, distribution, controls and test and balance to ensure a complete and operational system.

- Exhaust will be provided for toilet rooms.

HVAC Equipment

The HVAC equipment to be installed as part of this project will be comprised of high efficiency packaged rooftop or splits system heating and cooling units.

Exhaust air fans will also be provided to discharge environmental air to outdoors and to properly ventilate spaces and maintain the proper building pressurization. Exhaust systems shall support bathrooms and electrical room.

All HVAC systems selected will be designed as mandated by the Standards mentioned above and according to all code and local jurisdictional requirements to ensure complete, operational and balanced system.

HVAC equipment shall be made accessible for repairs and maintenance but away from quiet spaces (sleeping and office) in order to minimize noise.

Air Distribution System

The air distribution system associated with HVAC equipment will be mainly comprised of sheet metal round/rectangular ductwork, air devices (such as diffusers and grilles), and accessories (such as dampers, louvers, flexible duct, flexible connections, etc.). The ductwork layout will be designed following the design procedures outlined by ASHRAE and SMACNA. Balancing dampers will be incorporated to ensure proper air balance in the spaces. Aluma flex duct is not allowed.

Control System

It is understood the desired control system is a Johnson Control System, the control system will be a Johnson system or will have ability to communicate with the Johnson platform through a gateway interface.

The operation of the HVAC system will be controlled by an electronic control system that will allow the implementation of the following control strategies: scheduling, adjustment of space temperature set points, after-hours operation and monitoring.

Exhaust fans serving individual/single restrooms will typically be controlled through corresponding space lighting. Equipment room exhaust fans will be controlled by thermostat.

Test & Balance

At the completion of the installation, the HVAC system will be tested and balanced according to approved standards such as NEBB and/or AABC. In addition, the performance of the HVAC system will comply with the 2016 California Green Building Code. Test and Balance contractor shall be a third party contractor.

Plumbing

All plumbing fixtures shall be commercial grade and shall be ultra-low flow to exceed Cal-Green and LEED requirements. Components include integration of sensors for faucets and valves, ultra-low flush toilets and ultra-low flush urinals.

Plumbing system installation shall include: test, start up and balance a complete plumbing system for the entire building. The design shall allow for future expansion of systems and create flexible piping service that shall be easily adapted to changing City requirements. These requirements apply to all spaces.

Plumbing Systems: The following plumbing systems shall be provided: domestic cold water, domestic hot water, sanitary waste and vent. Areas subject to rain water shall be provided with primary and secondary drainage systems. The hot water will be generated at the points of use through **electrical instantaneous type water heaters** (with no storage components).

PLUMBING SYSTEM DESCRIPTION – FIRE STATION



Plumbing Fixtures:

Plumbing fixtures will comply with maximum flow requirements per LEED and Cal Green requirements. Fixtures will include flush valve water closets, lavatories, kitchen sink, and showers, mop sink, wash box at the clothes washer, and hose bibbs along the exterior walls. Floor drains will be provided in all Toilet Rooms, the kitchen area, the apparatus bay, the Laundry Room and in the turnout area. Floor sinks will be provided at the air compressors, turnouts and riser locations. Drainage at the clothes washer/extractor will be a trough connected to the sewer system. Trap primes will be provided for all floor drains. Public fixtures in public restroom shall be flush value ADA compliant (wall mounted if possible).

Utility/Laundry Room shall include a stainless **steel deep utility sink** with side drain board. Kitchen shall have an 18 gauge stainless steel 11" deep, single, extra wide/deep sink integrally fabricated with the stainless steel counter with one, 1-HP garbage disposal. Porcelain mops sink, floors drain with trap primers and a laundry hose box with vacuum breakers/water hammer arresters shall also be provided.

Plumbing Systems:

Plumbing systems will consist of natural gas, domestic hot and cold water, compressed air, condensate, sand-oil waste, storm drain and sanitary waste and vent systems. The building drain will connect to the sewer pipe provided by others at the 5-foot line from the building which will connect to the sites sewer system. A water stub out will be provided for the ice maker in the refrigerator. Natural gas for the gas range, water heater, clothes dryer, and barbeque grill will be provided. **Compressed air for shop air usage will be provided by an air compressor with an air dryer**, filters, oil separator and a vertical receiver. A sand-oil interceptor will be provided for the drains in the apparatus bay.

Hot Water System:

Hot water will be provided by a non-storage/tank-less (if possible) gas fired water heater and circulated to all fixtures requiring hot water by means of an in-line circulating pump at the water heater. Water heater will be located near rear of station. Hot water pipes shall be insulated if storage water heating is required – unit shall be minimum 100 gallons. Run off from water heater drain pan shall discharge to approved receptor.

Water Supply & Distribution System:

The potable water system shall be Type L copper above grade and Type K below grade. Supply pressure shall be designed to remain between 30 and 80 PSI.

- Hose Bibbs will be provided on all four sides of the buildings, roof and apparatus bay.
- A plumbing connection inside the apparatus bay shall be provided for a deionized water pressure washer connection.

Drainage System

Cast iron piping shall be used for sanitary and storm water drainage piping located within the building envelope in order to limit noise transmission. All below grade sanitary horizontal piping runs shall be provided with clean-put access ports for servicing with drain-cleaning equipment.

Two heavy traffic weight 4" width floor drains shall be provided at apparatus bays with sand-oil interceptor

All roof drains will be provided with water diffusers/splash blocks at downspouts unless connected immediately/directly to underground storm system.

Natural Gas System

Natural gas piping shall be provided from the main meter to all gas utilizing fixtures and/or equipment for the building. Pressure regulators shall be furnished as required. Natural gas will be distributed in Schedule 40 black steel piping with threaded malleable iron fittings.

Patio area shall be equipped with a gas stub out with gas and tuner for shutoff control valve (located adjacent to structure) with outlet directed away from building.

Condensate Waste System

A condensate drainage system shall be provided for all packaged rooftop and split system units. Connections to the units shall be trapped and vented. The system shall discharge to an approved receptor.

Plumbing Efficiency

The building typology typically requires a large amount of water. Multiple restrooms including showers, a full kitchen, and laundry capabilities make up the bulk of the usage. We have addressed the potable water consumption by specifying low flow fixtures for toilets and lavatories. By utilizing these fixtures in lieu of standard models, our calculations show a minimum 20% in water consumption.

Utilities Services

↑
reduction?

- The fire station shall be connected to a minimum 4" sanitary sewer.
- The fire station shall be supplied with a minimum 2" cold water service. ✓
- The fire station shall be supplied with a minimum 2" gas service complete with seismic shut-off valve.
- A minimum 70 gallon sand/oil clarifier on discharge side of Apparatus Bays' trench drains.

Air Compressor ✓

- An ASME certified tank mounted air compressor (Ingersoll Rand model # 2475N5, 5 HP, 150 PSI minimum) complete with pressure regulator, automatic condensate drain, air dryer, filters, oil separator and a vertical receiver (80 gallon receiver preferred).
- System shall be minimum 140 PSI with auto bleed off. And shall support air for shop and apparatus bay by an air compressor with an air dryer, filters, oil separator and a vertical receiver

Emergency Generator/Fuel Storage

The above ground diesel fuel dispensing tank (AST) shall be installed per the currently adopted design guidelines and in accordance with applicable ASTM Standards.

The **Above ground diesel fuel dispensing tank and pump island** shall be located to accommodate filling from the left side of the fire apparatus.

The Above Ground storage tank (AST) shall comply with all requirements of the Drainage Area Management Plan's (DAMP's) Best Management Plan. These requirements include:

- The fuel dispensing area will be paved with concrete to a minimum distance of 6-feet in any direction.
- In addition, the fuel dispensing area shall be graded and constructed so as to prevent drainage flow either through or from the fuel dispensing area.
- The dispensing area will have a berm around the perimeter of the area within the confines of the canopy roof.
- This berm will keep other site drainage from entering the dispensing area.
- The concrete fuel dispensing area will be grated and constructed so as to drain to a catch basin to contain any fuel spillage until it can be properly cleaned up and disposed of.
- The emergency generator and sub-base day tank (AST) shall likewise conform to the containment berm requirements similar to the diesel fuel dispensing area.

• *No mention of canopy*

PLUMBING SYSTEM DESCRIPTION – COMMUNITY BUILDING

Plumbing Fixtures:

Plumbing fixtures will comply with maximum flow requirements per LEED and Cal Green requirements. Fixtures will include flush valve water closets, lavatories, drinking fountain and hose bibbs. Floor drains will be provided in public Toilet Rooms with trap primes. Public fixtures shall be flush value ADA

compliant (wall mounted if possible). Drinking fountains shall be included in exterior design of community center

Plumbing Systems:

Plumbing systems will consist of domestic hot and cold water, condensate, storm drain and sanitary waste and vent systems. The building drain will connect to the sewer pipe provided by others at the 5-foot line from the building which will connect to the site sewer system.

Hot Water System:

Hot water will be provided by a non-storage/tank-less point of use water heater located below hot water lavatory and/or sink.

Water Supply & Distribution System

The potable water system shall be Type L copper above grade and Type K below grade. Supply pressure shall be designed to remain between 30 and 80 PSI. Hose bibbs will be provided on at the exterior of the building and in the utility chase of the building. All water piping shall be designed and constructed with high and low point drain fittings (per RFP request). All piping shall be mounted on Uni-strut wall brackets with neoprene isolators (per RFP request).

Drainage System

Cast iron piping shall be used for sanitary and storm water drainage piping located within the building envelope in order to limit noise transmission. All below grade sanitary horizontal piping runs shall be provided with clean-out access ports for servicing with drain-cleaning equipment.

All roof drains will be provided with water diffusers/splash blocks at downspouts unless connected immediately/directly to underground storm system.

Natural Gas System

Natural gas piping shall be provided from the main meter to all gas utilizing equipment for the building. Pressure regulators shall be furnished as required. Natural gas will be distributed in Schedule 40 black steel piping with threaded malleable iron fittings

Condensate Waste System

A condensate drainage system shall be provided for all air conditioning system units. Connections to the units shall be trapped and vented. The system shall discharge to an approved receptor.

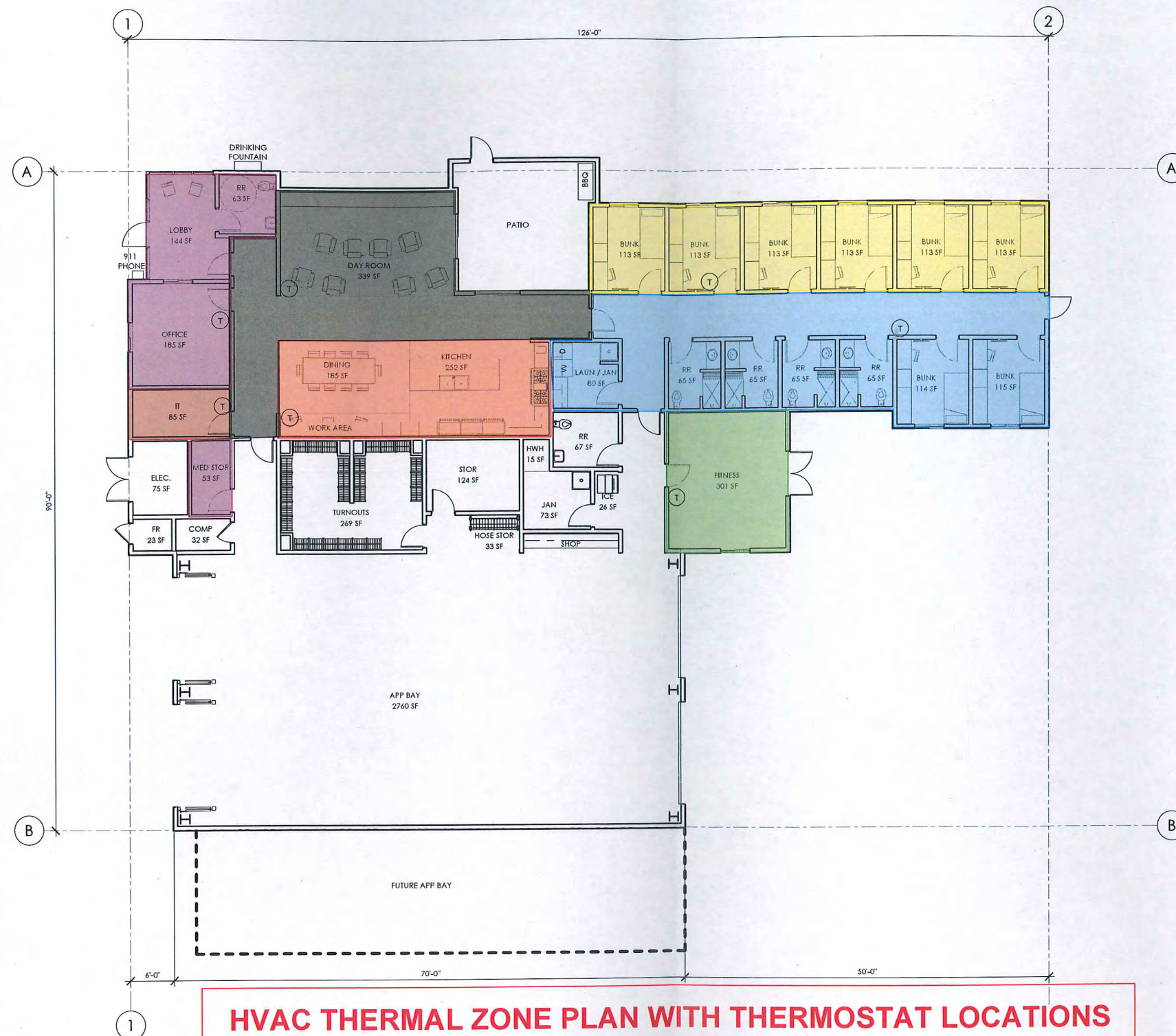
Plumbing Efficiency

We have addressed the potable water consumption by specifying low flow fixtures for toilets and lavatories.

Utilities Services

- The Community Building shall be connected to a minimum of 4" sanitary sewer
- The Community Building shall be supplied with a minimum of 1" cold water service.

The Community Building shall be supplied with a minimum 1-1/4" gas service complete with seismic shut off valve.



SCALE: 1/8" = 1'-0"

GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

CONCEPTUAL FLOOR PLAN

Electrical



The building electrical system will include 600Amps, 208Y/120V three phase, four wire main service panel board in the main electrical room. The service panel board will include metering, TVSS unit and circuit breakers for lighting panel (1-100A), receptacle panel board (1-200A) and mechanical equipment panel (1-200A). The building electrical system will be derived from Southern California Edison (SCE) via a utility provided service pad mounted transformer.

The station electrical service will be provided with a stand-by service diesel engine generator and ATS switch sized at 125% of the building service size rating. The engine will be provided with a 72-hour capable run time fuel day tank.

An addressable Fire Alarm System will be provided for the building. Pull stations, horns, speakers and strobes will be placed per NFPA 72. Fire alarm control panel will be installed in the main telephone room. The remote annunciator will be installed in an owner selected common area.

Building telecommunication system will include duplex communication outlets with two RJ45 jacks (voice and data). The outlets will be located per the RFP.

CATV system in the building will include coax cabling, F type outlets and required termination hardware. The system design and OSP point of connection will be coordinated with local CATV provider.

A station paging system interconnected to a station CAD will be provided with compatible with the existing city CAD standard system.

Engineered Solutions:

Lighting

- The building interior lighting system will be provided in compliance with RFP and IES recommendations. The lighting calculations will be performed for each different type of space using modern software.
- The interior lighting system will include recessed direct/indirect LED light fixtures with energy saving motion sensors and daylight controls.
- A decorative LED lighting fixtures will be provided in main lobby.
- Exterior Lighting System for building façade, flagpole, 911 phone and general parking areas will include pole and building mounted LED type fixtures with digital control via a digital lighting control panel. This panel will have photocell and timeclock capability with maintenance by-pass features.



- Pass of egress and building exits will be illuminated with lighting fixtures and exit signs supplied from integral batteries for interior fixtures and Central Emergency Lighting Inverter for exterior fixtures.
- Energy saving measures will be paramount on this project to attain the most energy efficient and lowest cost of maintenance lighting system possible. Systems will include but not be limited to multi-level switching and motion sensors in all areas to include in areas afforded natural day light.

Power for general use

- Branch circuit panels (In accordance with California title-24 requirements) will be provided for lighting, general power, and HVAC loads. All panels will include bolt-on type circuit breakers. Exterior weatherproof GFCI outlets will be located around building perimeter with lockable cover plates keyed alike.
- All branch circuit wiring for lighting fixtures and outlets will be copper conductors.
- Dedicated receptacles / circuits will be provided for required exercise equipment and fire alarm systems.

Grounding

- Grounding System will in compliance with NEC Article 250. The system will include a bounding jumper at the main service panel board. A Telecommunication Main Ground Bus (TMGB) ground will be provided in the communications room and will be connected to the building grounding system.

Communications Systems

- The fire alerting system will include Data activated Master Control Unity, speakers with attenuation in each normally occupied space, red light in each dorm room with variable intensity from time of initial alarm.
- A doorbell assembly will be provided providing paging throughout the station.
- Exterior weatherproof speakers with attenuators for full lot coverage.

Exterior Utility distribution systems

- Electrical Service for the new facility will be connected via Southern California Edison (SCE) new utility duct-banks in accordance with the SCE service guide. A new pad mounted transformer will be located on the project site near the main electrical room. The transformer will be provided and installed by SCE.
- Telephone Service for the new facility will be connected via AT&T telephone existing and new utility duct-banks in accordance with AT&T utility service guide.
- Cable television service for the new facility will be connected via the local cable provider existing and new local utility duct-banks in accordance with appropriate service guide.

Community Building

- The community building will be utilizing the existing electrical, telephone and CATV utilities connection via site located new utility boxes. The boxes use will be utility coordinated and located in accordance with utility approval.
- The community building electrical service will be reconnected to a new 240/120V 1-Phase 3W 200A panel board sleeved in to the building via the mentioned utility box.
- The 200A panel will be by Square "D" and will be provided with a 200A main circuit breaker with a AIC minimum rating of 10kAIC.
- The building wiring will consist of copper wiring only with a #12 minimum size.
- All lighting in the building will be LED lamped with digital title-24 required controls via occupancy sensors and daylight sensors.
- Commercial spec grade outlets will be provided throughout the building.

Landscaping

Concept:

The location of Fire Station #6 is proposed on the SW portion of West Haven Park, the ingress and egress coming off of West Street. The new parking lot on the north end serves both the Fire Station and the adjacent park. The park's existing Community Center will be replaced with a new prefabricated building and the existing children's play area will be removed and replaced with a new play area north of the community building, with new equipment and resilient surfacing to serve different ages and abilities.

Planting:



The proposed landscape at the Garden Grove Fire Station 6 is intended to enhance and complement the proposed architecture while blending it into the surrounding built and natural environment of the area. The plant materials for the project have been selected to be consistent with the adjoining landscape with additional recommendations that include sustainable California native and drought tolerant plant materials that are indigenous to the area. Plant selection is also based on hardiness, aesthetics, water conservation and minimal

maintenance and shall meet the requirements for Landscape Efficiency Standards. The species and massing of trees and shrubs are selected for scale and size that relate to the height and mass of the proposed building and integrate the project into its nearby environment. Evergreen trees are proposed adjacent to hardscape and parking areas to minimize leaf litter. Tall shrubs or trees are proposed along the south boundary to provide a screen between the fire station and adjacent residential neighborhood. Shade trees will be incorporated in the disturbed areas on the park site and in the shared parking lot. Where possible and where recommended by the City, the opportunity for a reduction of existing, higher water use, non-active recreational turf areas will allow for a greater incorporation of low water use plants. In the design process, the design team will consider incorporating plantings that will thrive under normal rainfall amounts for the area. Choosing plants indigenous to the area can eliminate the need for supplemental irrigation once established. This action also might eliminate, or greatly reduce irrigation to select areas of the site.

Stormwater Efficiency:

Sustainability is a key landscape goal of this project. Water efficiency in surface and sub-surface drainage will be increased through the use of infiltration at planting areas, bio-swales and other grading techniques to capture and clean on-site water resources in compliance with regulations, and coordinated with the Civil Engineer.

Irrigation:

Park site planting areas will be irrigated separate from the planting areas of the fire station. The fire station's irrigation system will be with a new dedicated irrigation water meter and a reduced pressure principle backflow preventer at West Street. A master valve and flow meter shall be provided at the point of connection to monitor, flag and protect the system from unusual high flows due to system breaks and to indicate abnormal water use patterns.

The irrigation systems shall incorporate controller(s) run by weather-based and/or soil moisture sensor equipment. Quick coupling valves shall be regularly provided at key use locations for site landscape maintenance. Where available, connectivity to existing/new City facilities for water management of the irrigation system can be incorporated in the design.

Irrigation shall meet all the requirements of the City of Garden Grove Landscape Water Efficiency Provisions (Appendix 1, TITLE 9)). Project development shall incorporate any current or foreseen water restrictions that may impact the function of the irrigation system.

All irrigation materials specified shall be approved and conform to the latest City standards. Irrigation zones shall be determined based on the City's Landscape Water Efficient Ordinance requirements, peak demand/hydraulic constraints, controller station capacity/availability, irrigation method, plant water/hydrozone requirements and grades. Dedicated bubbler type systems will be used for each tree. All irrigation equipment will be selected and the systems designed to achieve maximum distribution uniformity. Existing irrigation systems on the park site that are disturbed during construction will be repaired and/or replaced in kind to match distribution uniformity and performance of the existing irrigation systems with complete coverage. Existing systems will be mapped down to the sprinkler head, identifying all existing visible conditions. Record drawings, if available, and management staff will help to document the existing system. The modified irrigation systems will be controlled by the park's existing automatic controller(s).

Hardscape:

The new site layout reconfigures the existing walkways into the park site that have been impacted by the proposed improvements and directs park users to the central core of the park where the new community center, existing restroom building and new children's play area are proposed. The overall hardscape framework within the park consists of natural gray colored concrete to match the existing walkways, an informal pedestrian scale, ADA accessible concrete walks that connect the shared parking lot with the adjacent facilities and activities. A 4' wide concrete (or asphalt) walk is proposed around the perimeter of the



children's play area for easy access and allowing children to run around with their toys and trikes. Benches are located along this path for parents to sit and watch their children play. A patio with picnic tables is located north of the new community center that serves both the building and the children's play area.

Pedestrian and vehicular paving for the Fire Station #6 will be designed to complement the architecture.

Outdoor patios on the fire station can be found at the entry to the building on the west side, on the north side of the building near the day room, and on the south side adjacent to the fitness center. The front entry includes a bench, drinking fountain and flag pole with an entry monument sign off the street. The north patio includes a BBQ grill and site furnishings for dining, congregating and relaxation. The patio adjacent to the fitness center provides an area to exercise outdoors or just rest and relax on some soft furniture.

Site Furnishings:

Site furnishings for both the park and fire station are selected to harmonize with the architecture of the facilities and for durability and low maintenance. Site furniture includes picnic tables, benches, dining table and chairs, soft furniture, trash and recycling receptacles.

Maintenance:

All planting areas within the park and north parking lot will be maintained by the City's park maintenance personnel. The Fire Station will provide for its own maintenance service. One of the goals is to help create sustainable landscapes, while ensuring maintenance personnel can maintain the finished product efficiently, cost-effectively, and safely. Landscape designers and grounds managers must work together to create truly sustainable sites that are highly functional, protect the environment, improve the health and well-being of humans and wildlife, and conserve both natural resources and budget dollars.

Sustainability

RABC - ECC and our entire design build team employ sustainable practices throughout the design and construction process. We have achieved USGBC Platinum, Silver and Gold level certification on multiple projects, including several fire stations. Many sustainable design features are now required by local ordinance and California building code. Our design build team recognizes that sustainability is important to the City of Garden Grove. We will implement the sustainable practices articulated in this proposal, and, implement any additional sustainable design measures requested by the City.



Water efficiency will be maximized through the water efficient landscaping and by way of low-flow toilets and water efficient plumbing devices. Water is obviously a precious resource, and we will be installing landscaping that requires as little irrigation as necessary.

By specifying a very efficient envelope, fenestration, and heating ventilation and air conditioning system we will maximize the efficiency of our HVAC systems.

Material selection is very important in terms of recycled content and reuse. We take a proactive approach to projects






for Construction Waste Management by implementing mandated separation of recyclable materials on site to offset the materials that end up in landfills. In a recent project, we were able to divert almost 90% of the construction debris from landfills to be recycled. Sustainability is of utmost importance to this Design Build team.

Equally important is the indoor environmental quality, and even without the requirement for LEED, our team implements a Construction IAC management plan on every project. Clean materials installed will support cleaner air for the occupants, and it's the responsible way to build. We are taking advantage of the natural daylighting and views with our glazing and the high clerestory windows both for lighting purposes and natural ventilation.






SITE PLAN



TREES





	PARKING LOT TREES - 24" BOX, SUCH AS: -Arbutus unedo 'Marina' -Lophostemon confertus	Marina Hybrid Strawberry Tree Brisbane Box	-Geijera parviflora -Pyrus calleryana 'Bradford'	Australian Willow Bradford Pear
	ACCENT TREE - 24" BOX, SUCH AS: -Citrus species -Geijera parviflora -Olea europaea 'Fruitless'	Citrus Australian Willow Olive	-Prosopis chilensis -Rhus lancea	Chilean Mesquite African Sumac
	MEDIUM-LARGE TREES - 24" BOX, SUCH AS: -Brachychiton populneus -Hymenosporum flavum -Lophostemon confertus	Bottle Tree Sweetshade Brisbane Box	-Pinus eldarica -Podocarpus gracillior -Quercus spp.	Stone Pine Fern Pine Oak
	STREET TREES - 24" BOX, SUCH AS: -Lagerstroemia indica (TO MATCH EXISTING)	Crape Myrtle		
	EXISTING TREE			

SHRUBS / GRASSES / GROUNDCOVERS

	ENTRY / ACCENT SHRUBS - 50% 5 GAL ; 50% 1 GAL SUCH AS: -Agave 'Blue Flame' -Agave lophanthus 'Quadriflorus' -Aloe species -Anigozanthos species -Bulbine frutescens	Blue Flame Agave Quadcolor Century Plant Aloe Kangaroo Paw Stalked Bulbine	-Heuchera maxima -Kalanchoe thyrsiflora -Muhlenbergia capillaris -Sesleria autumnalis	Coral Bells Paddle Plant Pink Muhly Grass Autumn Moor Grass
	SMALL-MEDIUM SHRUBS - 50% 5 GAL ; 50% 1 GAL SUCH AS: -Aloe species -Aloe vera -Anigozanthos species -Cistus x purpureus -Dianella caerulea 'Cassa Blue' -Dianella tasmanica 'Silver Streak' -Diets grandiflora	Aloe Medicinal Aloe Kangaroo Paw Orchid Rockrose Blue Flax Lily Silver Streak Flax Lily Fortnight Lily	-Hesperaloe parviflora -Miscanthus sinensis 'Gracillimus' -Muhlenbergia capillaris -Phormium species -Salvia species -Westringia fruticosa -Westringia fruticosa 'Mundi'	Red Yucca Eulalia grass Pink Muhly Grass Flax Sage Coast Rosemary Low Coast Rosemary
	LARGE SCREEN SHRUBS - 15 GAL SUCH AS: -Grevillea 'Majestic' -Heteromeles arbutifolia -Photinia x fraseri	Grevillea Toyon Red Tip Photinia	-Podocarpus 'Icee Blue' -Podocarpus macrophyllus -Prunus ilicifolia	Blue Ice Yellow-wood Yew Pine Catalina Cherry
	ORNAMENTAL SHRUBS AND GRASSES - 24" - 48" O.C. SPACING SUCH AS: -Agave 'Blue Glow' -Aloe species -Aloe vera -Anigozanthos species -Chondropetalum tectorum	Agave Aloe Medicinal Aloe Kangaroo Paw Small Cape Rush	-Dianella caerulea 'Cassa Blue' -Hesperaloe parviflora -Muhlenbergia capillaris -Phormium species -Salvia species	Blue Flax Lily Red Yucca Pink Muhly Grass Flax Sage
	BIOSWALE SHRUBS - 50% 5 GAL ; 50% 1 GAL SUCH AS: -Carex barbarae -Chondropetalum tectorum	Basket Sedge Cape Rush	-Festuca mairei -Muhlenbergia rigens	Atlas Fescue Deergass

SITE GRADING & UTILITIES

LEGEND

-  12X12 BROOKS BOX
-  24X24 BROOKS BOX
-  6" PCC CURB
-  FINISH CONTOURS

NOTE

ALL GRADES ARE FINISH GRADE
ADD 0.5' FOR TOP OF CURB.

SCALE: 0 20' 40' 80'



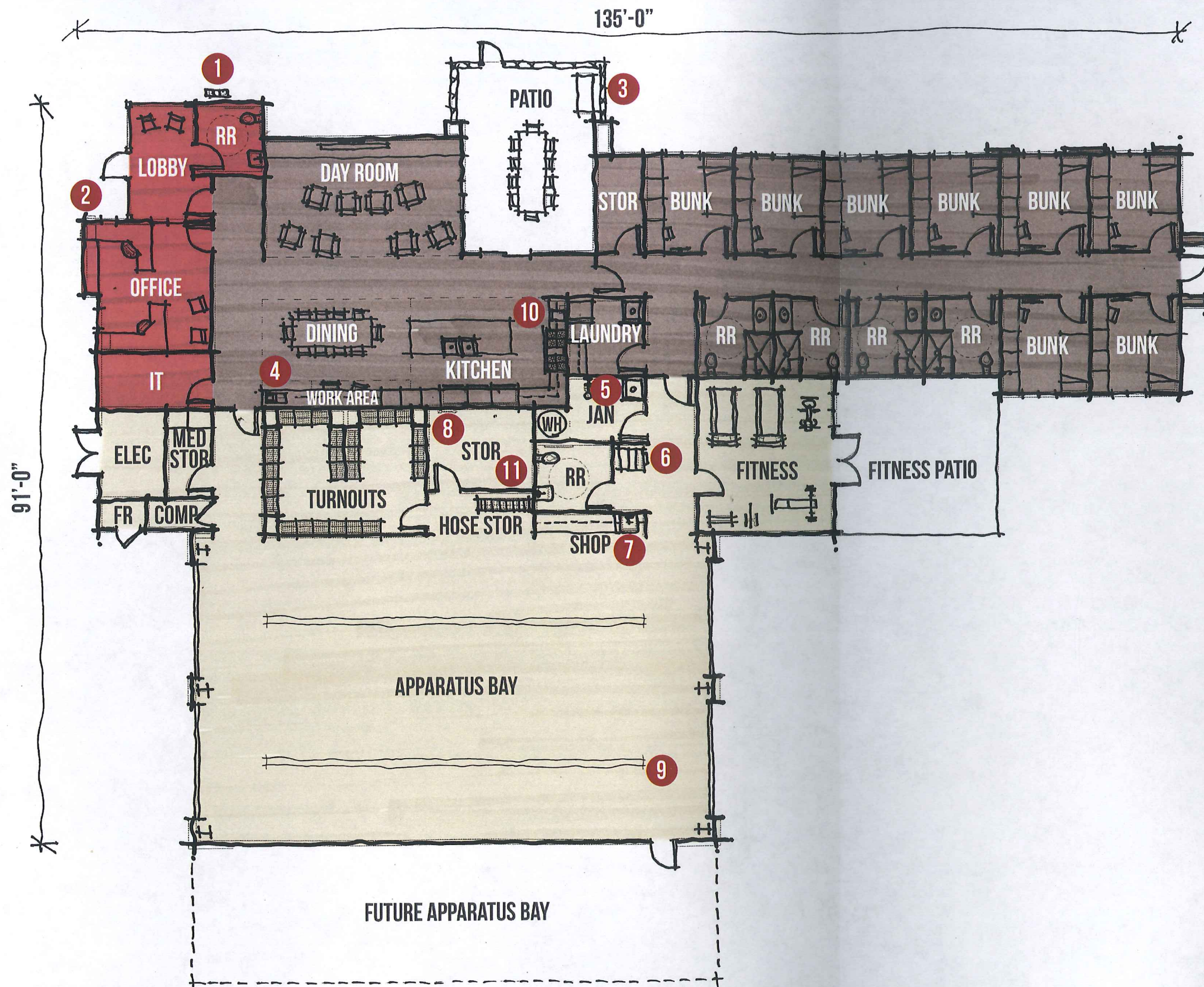
GARDEN GROVE
RFP S-1208



R.A.BURCH
CONSTRUCTION



E.C. CONSTRUCTORS Inc.



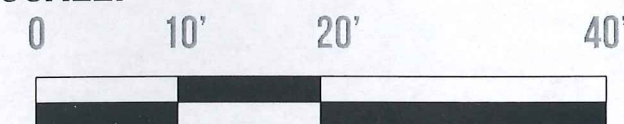
FLOOR PLAN

FIRE STATION 6 (PROPOSED)

TOTAL AREA: 7,860SF

- ADMINISTRATION
- LIVING AREA
- WORK AREA
- 1 DRINKING FOUNTAIN
- 2 911 PHONE
- 3 GAS PLUMBED BBQ
- 4 MAIL & PRINT AREA
- 5 EMERGENCY SHOWER
- 6 ICE MAKER
- 7 DEEP SINK
- 8 ROOF ACCESS LADDER
- 9 TRENCH DRAINS
- 10 UNDER COUNTER TRASH
- 11 FUTURE EXTRACTOR PLUMBING

SCALE:



GARDEN GROVE
RFP S-1208



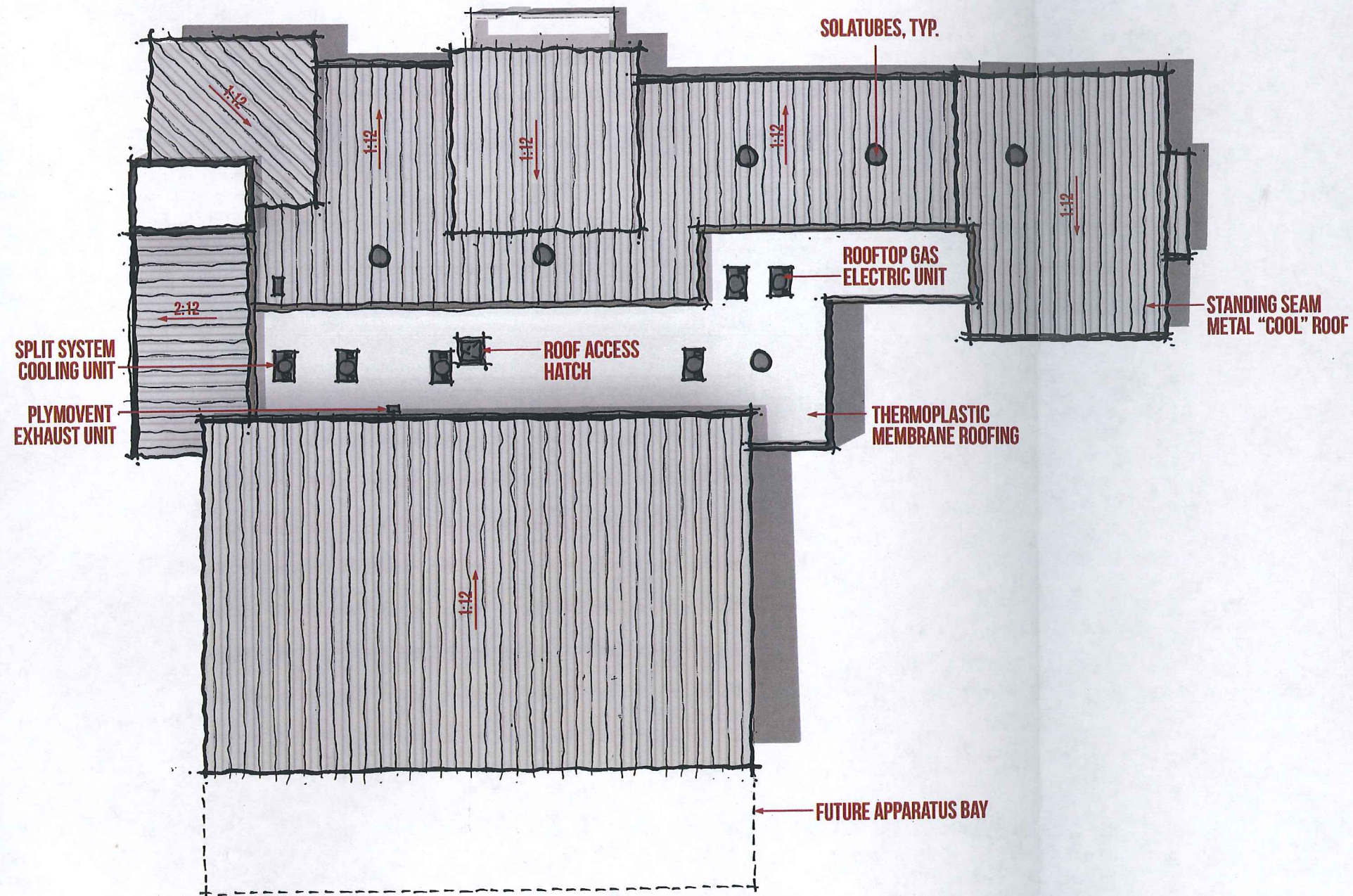
R.A.BURCH
CONSTRUCTION



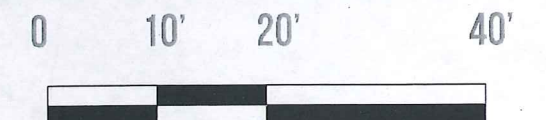
E.C.
CONSTRUCTORS Inc.

ROOF PLAN

FIRE STATION 6 (PROPOSED)

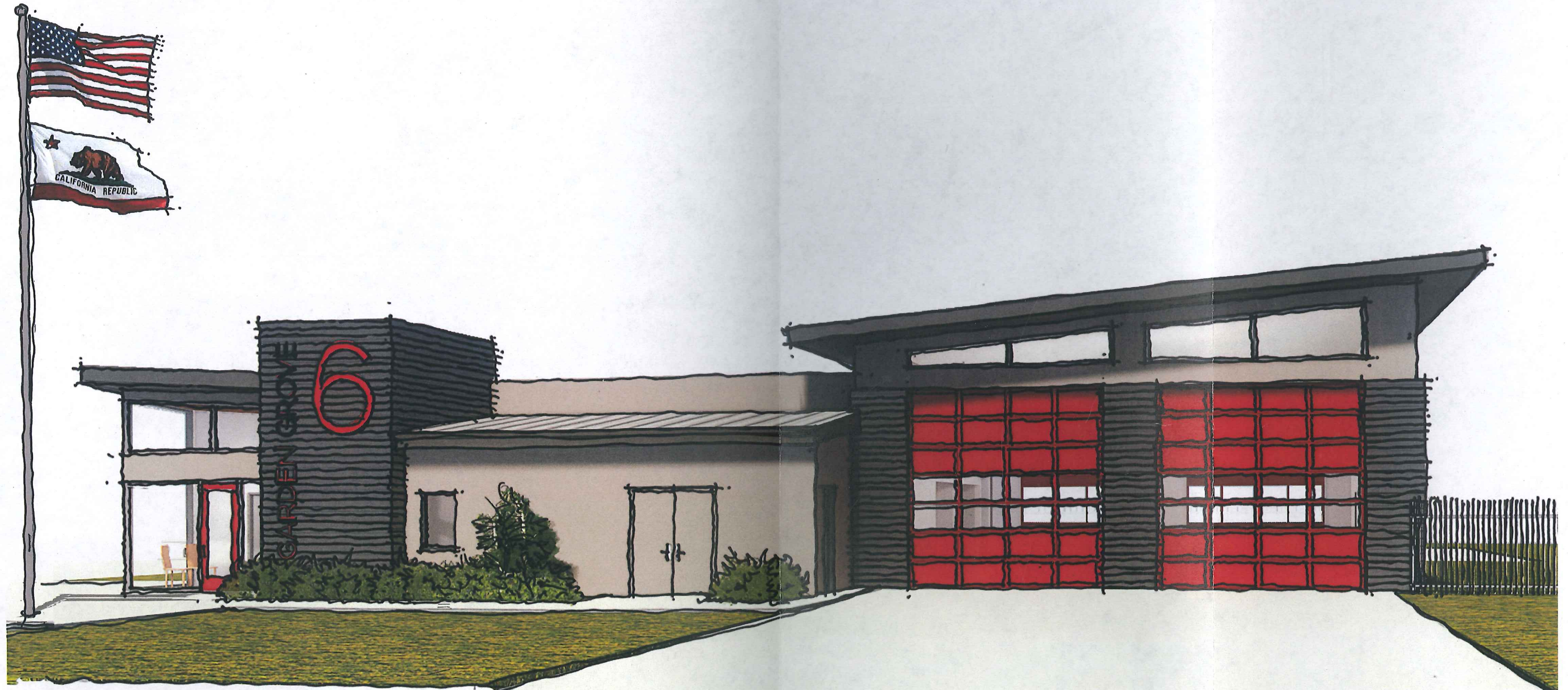


SCALE:



3D PERSPECTIVE

FIRE STATION 6 (PROPOSED)



R.A. BURCH
CONSTRUCTION



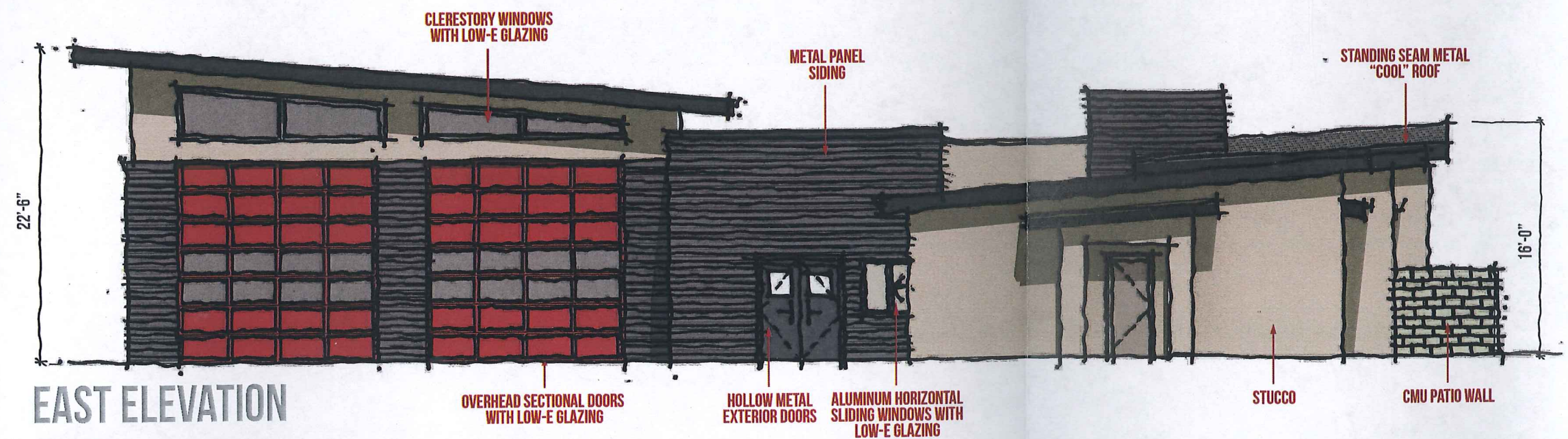
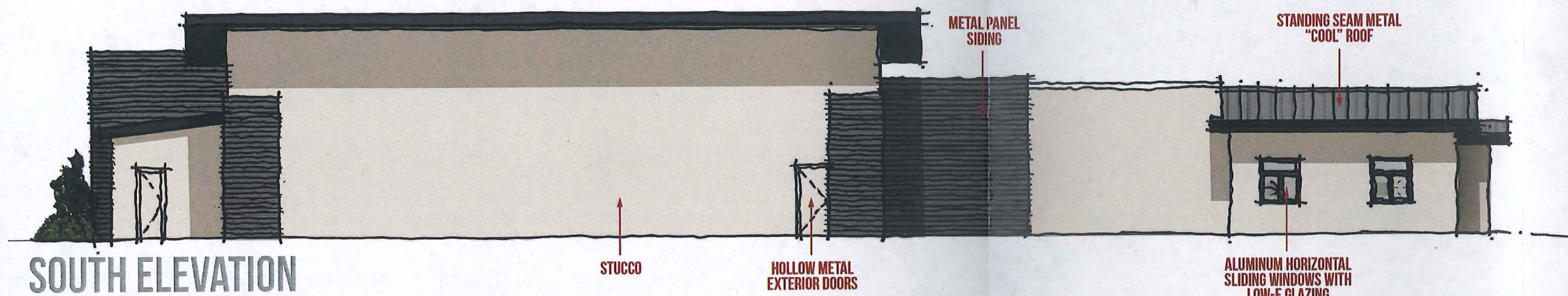
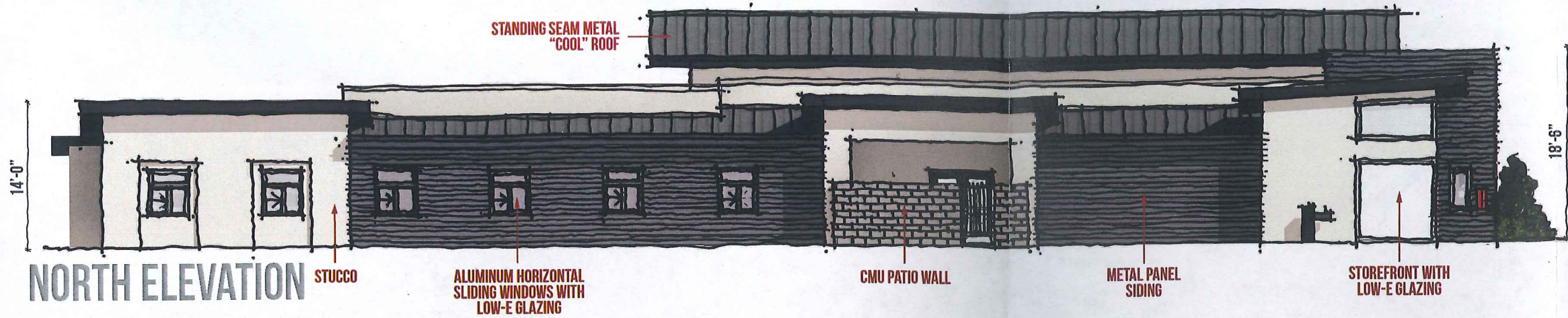
ECC
CONSTRUCTORS Inc.



GARDEN GROVE
RFP S-1208

ELEVATIONS

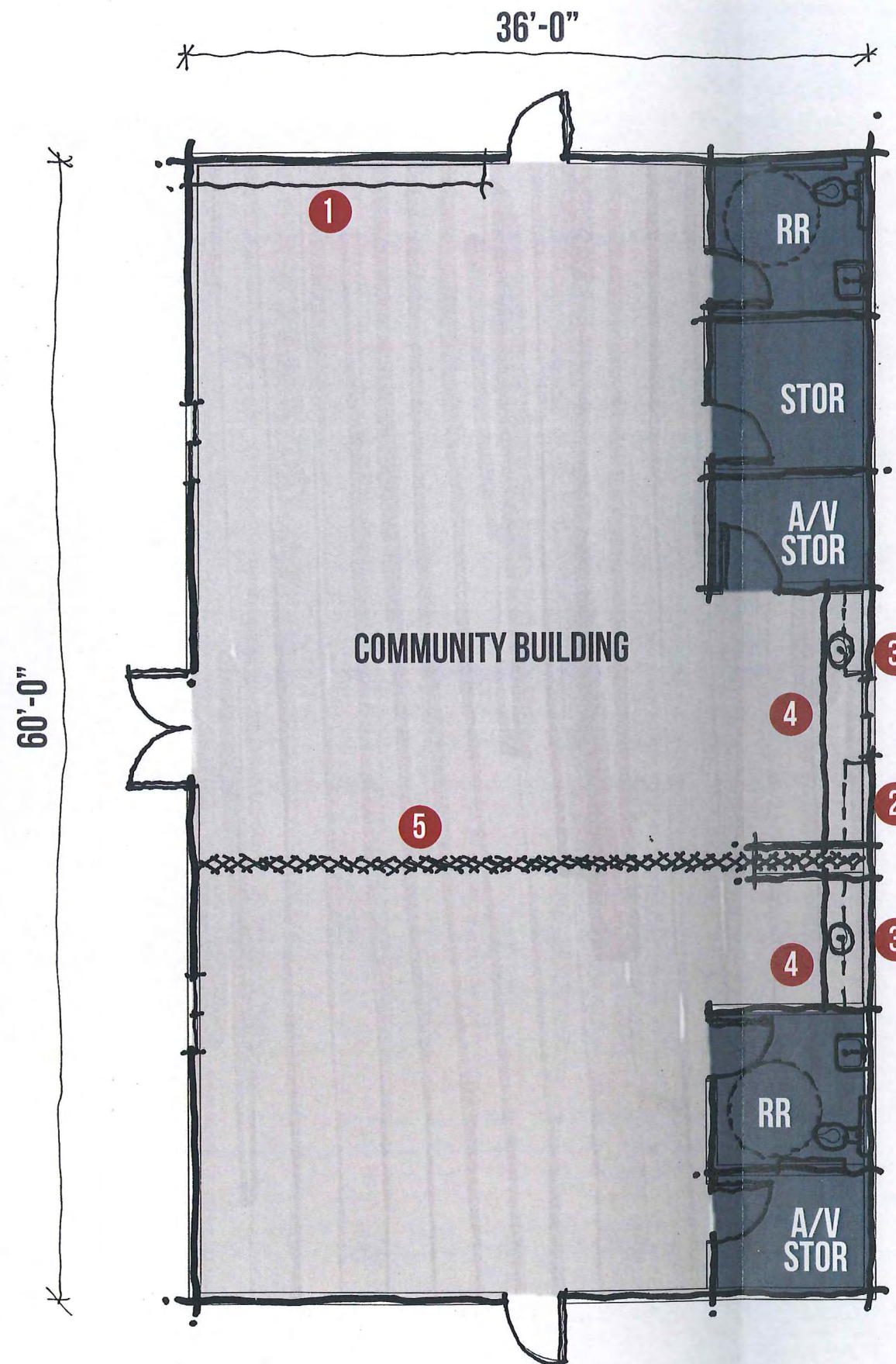
FIRE STATION 6 (PROPOSED)










FLOOR PLAN

COMMUNITY BUILDING

TOTAL AREA: 2,185SF



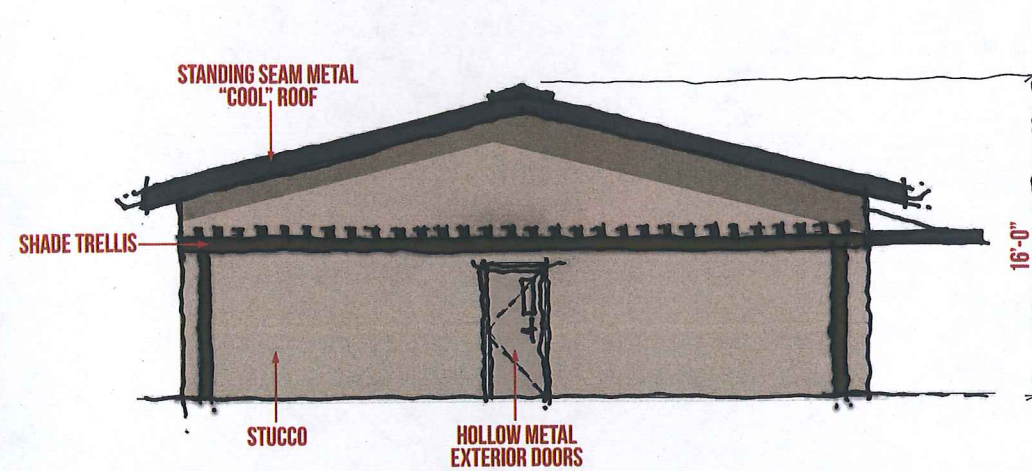
-  COMMUNITY
-  AUXILIARY
-  STORAGE CUBBIES
-  MINI FRIDGE
-  SINK
-  BUILT-IN CASEWORK
-  MOVABLE PARTITION

SCALE:

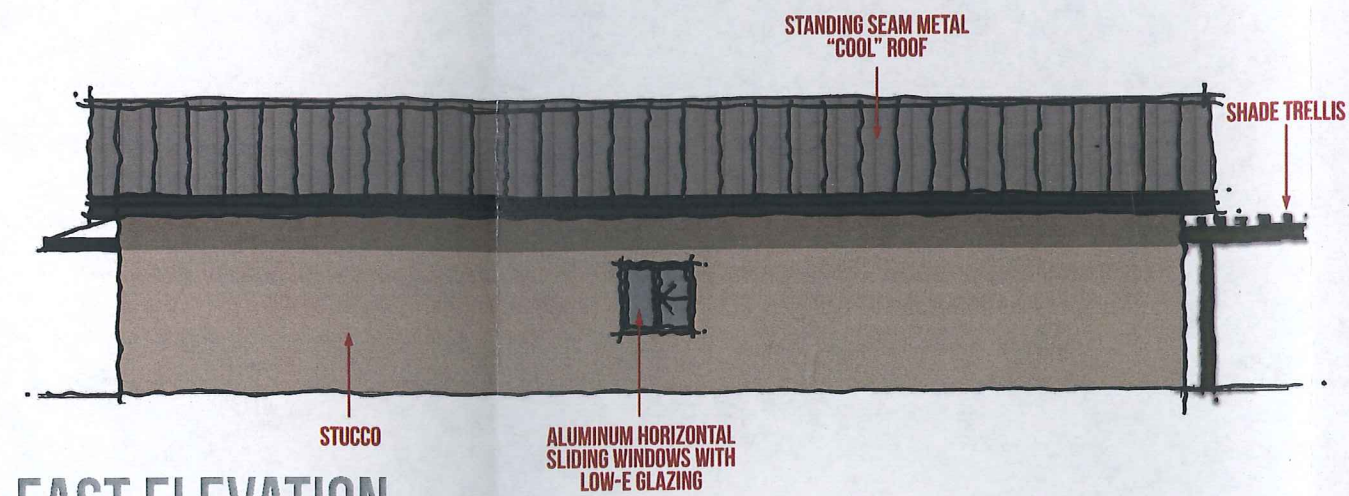


ELEVATIONS

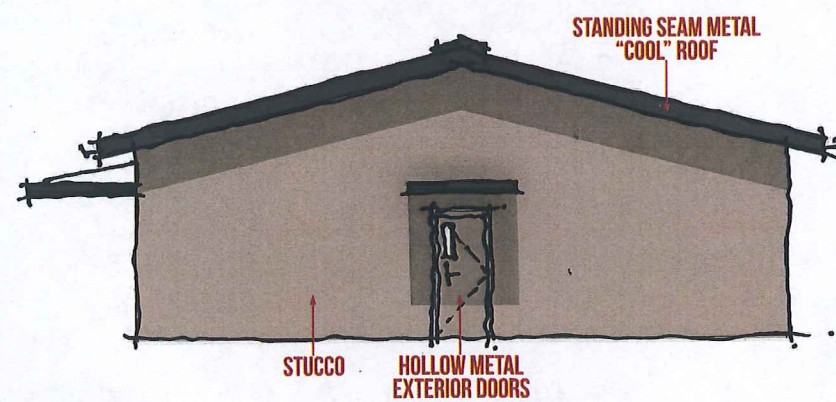
COMMUNITY BUILDING



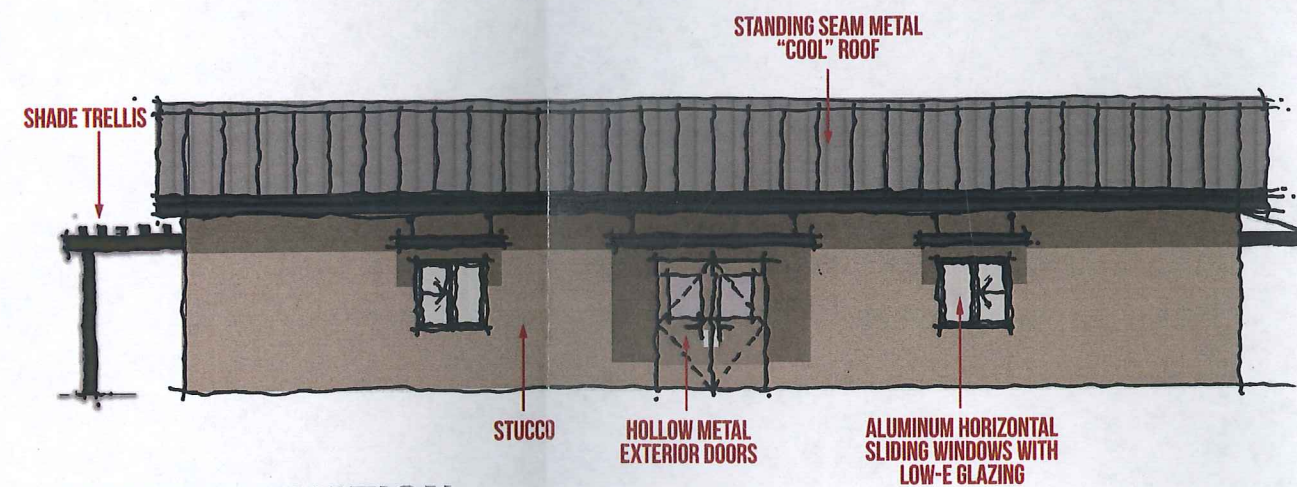
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION



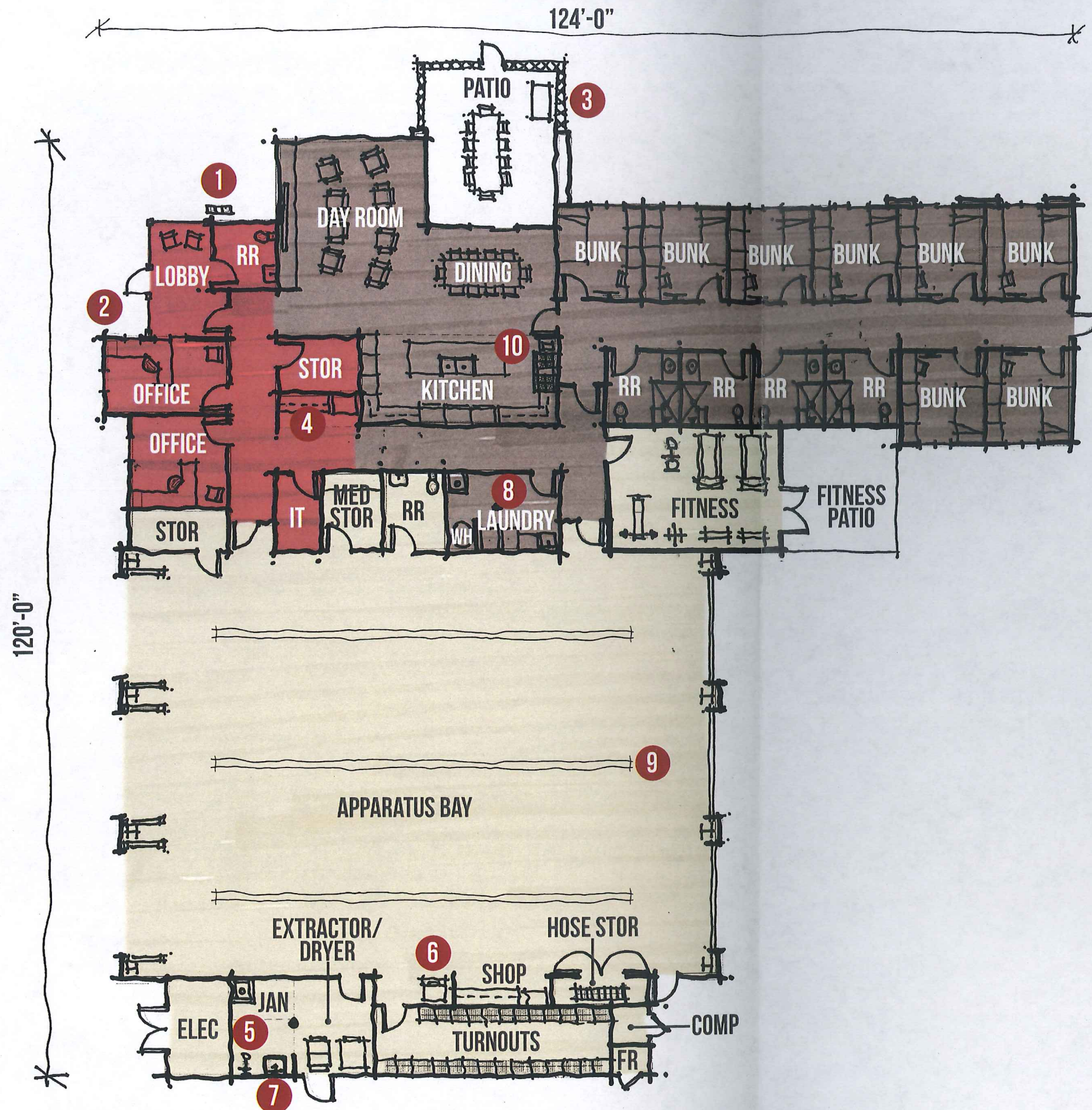
R.A. BURCH
CONSTRUCTION



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GARDEN GROVE
RFP S-1208



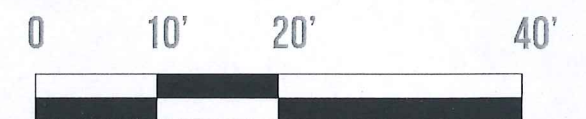
FLOOR PLAN

FIRE STATION 6 (FULL PROGRAM)

TOTAL AREA: 9,900SF

- ADMINISTRATION
- LIVING AREA
- WORK AREA
- 1 DRINKING FOUNTAIN
- 2 911 PHONE
- 3 GAS PLUMBED BBQ
- 4 MAIL & PRINT AREA
- 5 EMERGENCY SHOWER
- 6 ICE MAKER
- 7 DEEP SINK
- 8 ROOF ACCESS LADDER
- 9 TRENCH DRAINS
- 10 UNDER COUNTER TRASH

SCALE:



GARDEN GROVE
RFP S-1208

3D PERSPECTIVE

FIRE STATION 6 (FULL PROGRAM)



R.A.BURCH
CONSTRUCTION



ECC
CONSTRUCTORS Inc.



GARDEN GROVE
RFP S-1208



**R.A.BURCH
CONSTRUCTION**



CONSTRUCTORS, Inc.

RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

PROJECT SCHEDULE

(4) PROJECT SCHEDULE

	Actual LOE		Actual		Actual MS
	Non-Critical LOE		Non-Critical		Non-Critical MS
	Critical LOE		Critical		Critical MS

Project ID: FIRESTA06-00 Print Date: 07-Feb-17 Data Date: 28-Feb-17 Finish Date: 02-Jul-18			Fire Station 6 and Community Building, Garden Grove															Calendar: 7D N/H - 7 Day Calendar Calendar: 5D W/H - 5 Day Calendar with Holidays														
#	Activity ID	Activity Name	Calendar	Org Duration	Rem Dur	Start	Finish	TF	2017												2018											
									Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			
42	FSTA.B1100	Site Storm Drain System	5D W/H	20d	20d	10-Oct-17	06-Nov-17	105d																								
43	FSTA.B1200	Site Sewer	5D W/H	15d	15d	10-Oct-17	30-Oct-17	110d																								
44	FSTA.B1300	Site Water - Fire	5D W/H	15d	15d	10-Oct-17	30-Oct-17	110d																								
45	FSTA.B1400	Site Water - Domestic	5D W/H	15d	15d	10-Oct-17	30-Oct-17	110d																								
46	FSTA.B1500	Site Wet Utilities Work Complete	5D W/H	0d	0d		06-Nov-17	105d																								
47	Site Dry Utilities		5D W/H	40d	40d	10-Oct-17	04-Dec-17	85d																								
48	FSTA.C1000	Site Dry Utilities Work Start	5D W/H	0d	0d	10-Oct-17		85d																								
49	FSTA.C1100	Site Electrical (Primary)	5D W/H	20d	20d	10-Oct-17	06-Nov-17	85d																								
50	FSTA.C1200	Site Electrical (Secondary)	5D W/H	10d	10d	07-Nov-17	20-Nov-17	95d																								
51	FSTA.C1300	Site Electrical (Lighting)	5D W/H	15d	15d	07-Nov-17	27-Nov-17	90d																								
52	FSTA.C1400	Site Communication	5D W/H	20d	20d	07-Nov-17	04-Dec-17	85d																								
53	FSTA.C1500	Site Natural Gas	5D W/H	7d	7d	07-Nov-17	15-Nov-17	98d																								
54	FSTA.C1600	Site Dry Utilities Work Complete	5D W/H	0d	0d		04-Dec-17	85d																								
55	Bldg Foundation & Slab on Grade		5D W/H	37d	37d	10-Oct-17	29-Nov-17	0d																								
56	FSTA.D1000	Bldg Foundation & SOG Work Start	5D W/H	0d	0d	10-Oct-17		0d																								
57	FSTA.D1100	Bldg Foundation	5D W/H	20d	20d	10-Oct-17	06-Nov-17	0d																								
58	FSTA.D1200	Starter CMU Walls	5D W/H	5d	5d	07-Nov-17	13-Nov-17	5d																								
59	FSTA.D1300	Underslab Utilities	5D W/H	10d	10d	07-Nov-17	20-Nov-17	0d																								
60	FSTA.D1400	Concrete Slab on Grade	5D W/H	7d	7d	21-Nov-17	29-Nov-17	0d																								
61	Bldg Shell- Rough		5D W/H	42d	42d	30-Nov-17	26-Jan-18	3d																								
62	FSTA.E1000	CMU Exterior, Interior Walls	5D W/H	25d	25d	30-Nov-17	03-Jan-18	0d																								
63	FSTA.E1100	Structural Steel & Roof Deck	5D W/H	10d	10d	04-Jan-18	17-Jan-18	0d																								
64	FSTA.E1200	Entry Canopy Structure Framing	5D W/H	5d	5d	11-Jan-18	17-Jan-18	3d																								
65	FSTA.E1300	Exterior Sheathing	5D W/H	7d	7d	18-Jan-18	26-Jan-18	3d																								
66	Bldg Shell- Finish		5D W/H	45d	45d	29-Jan-18	30-Mar-18	30d																								
67	FSTA.F1000	Plaster(Stucco)	5D W/H	15d	15d	29-Jan-18	16-Feb-18	3d																								
68	FSTA.F1100	Concrete Tile Roof and Trims	5D W/H	15d	15d	19-Feb-18	09-Mar-18	3d																								
69	FSTA.F1200	Doors, Windows, Louvers, Storefronts	5D W/H	15d	15d	12-Mar-18	30-Mar-18	30d																								
70	FSTA.F1300	Bldg Signage & Misc. Finishes	5D W/H	5d	5d	12-Mar-18	16-Mar-18	40d																								
71	FSTA.F1400	MEP Fixtures	5D W/H	5d	5d	12-Mar-18	16-Mar-18	40d																								
72	FSTA.F1500	Bldg Shell Finish Work Complete	5D W/H	0d	0d		30-Mar-18	30d																								
73	Bldg Interior		5D W/H	102d	102d	18-Jan-18	08-Jun-18	2d																								
74	Bldg Interior- Rough		5D W/H	60d	60d	18-Jan-18	11-Apr-18	0d																								
75	FSTA.G1000	Bldg Interior Rough Work Start	5D W/H	0d	0d	18-Jan-18		0d																								
76	FSTA.G1100	Interior Wall Framing	5D W/H	20d	20d	18-Jan-18	14-Feb-18	0d																								
77	FSTA.G1200	Rough MEPs, Fire Sprinkler Comm., Fire Alarm/MNS, HVAC Controls, Security, PA System	5D W/H	40d	40d	01-Feb-18	28-Mar-18	0d																								
78	FSTA.G1300	Insulation & Drywall	5D W/H	20d	20d	15-Mar-18	11-Apr-18	0d																								
79	Bldg Interior- Finish		5D W/H	42d	42d	12-Apr-18	08-Jun-18	2d																								

Actual LOE

Non-Critical LOE

Critical LOE

Actual

Non-Critical

Critical

Actual MS

Non-Critical MS

Critical MS

Page: 2 of 4

Layout: All Items
Filter: TASK filter: All Activities

Fire Station 6 and Community Building, Garden Grove

Calendar: 7D N/H - 7 Day Calendar
Calendar: 5D W/H - 5 Day Calendar with Holidays

#	Activity ID	Activity Name	Calendar	Org Duration	Rem Dur	Start	Finish	TF	2017												2018											
									Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			
80	FSTA.H1000	Painting	5D W/H	10d	10d	12-Apr-18	25-Apr-18	0d																								
81	FSTA.H1100	Acoustical Ceiling Grid	5D W/H	10d	10d	19-Apr-18	02-May-18	1d																								
82	FSTA.H1200	Floor Covering	5D W/H	10d	10d	20-Apr-18	03-May-18	0d																								
83	FSTA.H1400	Finish MEPs Fire Sprinkler Comm., Fire Alarm/MNS, HVAC Controls, Security, PA System	5D W/H	20d	20d	24-Apr-18	21-May-18	1d																								
84	FSTA.H1300	Doors and Windows (Pre-finished/Painted)	5D W/H	15d	15d	26-Apr-18	16-May-18	6d																								
85	FSTA.H1500	Cabinets & Casework	5D W/H	10d	10d	04-May-18	17-May-18	0d																								
86	FSTA.H1600	Partitions, Accessories, Signage, Window Covering & Misc. Interior Finishes	5D W/H	10d	10d	11-May-18	24-May-18	0d																								
87	FSTA.H1700	Acoustical Ceiling Tiles	5D W/H	2d	2d	22-May-18	23-May-18	1d																								
88	FSTA.H1800	Punch out Bldg Interior Finish Work	5D W/H	1d	1d	25-May-18	25-May-18	0d																								
89	FSTA.H1900	FF & E	5D W/H	10d	10d	28-May-18	08-Jun-18	2d																								
90	Site Improvements		5D W/H	45d	45d	19-Feb-18	20-Apr-18	37d																								
91	Site Structures		5D W/H	15d	15d	19-Feb-18	09-Mar-18	16d																								
92	FSTA.J1000	Site Structures Work Start	5D W/H	0d	0d	19-Feb-18		16d																								
93	FSTA.J1100	Trash Enclosure	5D W/H	10d	10d	19-Feb-18	02-Mar-18	21d																								
94	FSTA.J1200	Generator Enclosure	5D W/H	15d	15d	19-Feb-18	09-Mar-18	16d																								
95	FSTA.J1300	Fueling Site Canopy	5D W/H	15d	15d	19-Feb-18	09-Mar-18	16d																								
96	FSTA.J1400	Site Structures Work Complete	5D W/H	0d	0d		09-Mar-18	16d																								
97	Hardscape		5D W/H	28d	28d	12-Mar-18	18-Apr-18	39d																								
98	FSTA.K1000	Site Hardscape Work Start	5D W/H	0d	0d	12-Mar-18		16d																								
99	FSTA.K1100	Concrete Hardscape (Curbs, Gutters, Walks, Ramps, Planters)	5D W/H	15d	15d	12-Mar-18	30-Mar-18	16d																								
100	FSTA.K1200	Concrete Paving	5D W/H	15d	15d	26-Mar-18	13-Apr-18	39d																								
101	FSTA.K1300	Pavement marking & Signage	5D W/H	3d	3d	16-Apr-18	18-Apr-18	39d																								
102	FSTA.K1400	Site Hardscape Work Complete	5D W/H	0d	0d		18-Apr-18	39d																								
103	Landscape		5D W/H	15d	15d	02-Apr-18	20-Apr-18	37d																								
104	FSTA.L1000	Site Landscape Work Start	5D W/H	0d	0d	02-Apr-18		37d																								
105	FSTA.L1100	Irrigation	5D W/H	10d	10d	02-Apr-18	13-Apr-18	37d																								
106	FSTA.L1200	Planting	5D W/H	5d	5d	16-Apr-18	20-Apr-18	37d																								
107	FSTA.L1300	Ground Cover, Mulch, Turf	5D W/H	5d	5d	16-Apr-18	20-Apr-18	37d																								
108	FSTA.L1400	Site Landscape Work Complete	5D W/H	0d	0d		20-Apr-18	37d																								
109	Traffic Signal		5D W/H	15d	15d	12-Mar-18	30-Mar-18	30d																								
110	FSTA.M1000	Traffic Signal (U/G Electrical & Traffic Signal Structure)	5D W/H	15d	15d	12-Mar-18	30-Mar-18	30d																								
111	Misc. Site Work		5D W/H	10d	10d	02-Apr-18	13-Apr-18	42d																								
112	FSTA.N1000	Misc. Site Work Start	5D W/H	0d	0d	02-Apr-18		20d																								
113	FSTA.N1100	Fences & Gates	5D W/H	10d	10d	02-Apr-18	13-Apr-18	42d																								
114	FSTA.N1200	Bollards, Flag Pole, & Misc. Site Furnishings	5D W/H	7d	7d	02-Apr-18	10-Apr-18	45d																								
115	FSTA.N1300	Generator & Fuel Storage Tank	5D W/H	10d	10d	02-Apr-18	13-Apr-18	20d																								
116	FSTA.N1400	Site Lightings (Pole and Fixture)	5D W/H	10d	10d	02-Apr-18	13-Apr-18	42d																								

Fire Station 6 and Community Building, Garden Grove

Calendar: 7D N/H - 7 Day Calendar
Calendar: 5D W/H - 5 Day Calendar with Holidays

#	Activity ID	Activity Name	Calendar	Org Duration	Rem Dur	Start	Finish	TF	2017												2018											
									Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov			
117	FSTA.N1500	Misc. Site Work Complete	5D W/H	0d	0d		13-Apr-18	42d																								
118	Community Building		5D W/H	174d	174d	20-Sep-17	21-May-18	16d																								
119	Site Demolition & Grading		5D W/H	25d	25d	20-Sep-17	24-Oct-17	99d																								
120	CBLDG.A1000	Demolition Work Start	5D W/H	0d	0d	20-Sep-17		99d																								
121	CBLDG.A1100	Relocate/Remove Existing Utilities As Required	5D W/H	10d	10d	20-Sep-17	03-Oct-17	99d																								
122	CBLDG.A1200	Demo & Remove (E) Community Building Including HazMat Removal	5D W/H	10d	10d	04-Oct-17	17-Oct-17	99d																								
123	CBLDG.A1300	Clear & Grub and Grading	5D W/H	5d	5d	18-Oct-17	24-Oct-17	99d																								
124	CBLDG.A1400	Demolition Work Complete	5D W/H	0d	0d		24-Oct-17	99d																								
125	Foundation		5D W/H	10d	10d	25-Oct-17	07-Nov-17	99d																								
126	CBLDG.B1000	Bldg Foundation (Per Bldg Manufacturer)	5D W/H	10d	10d	25-Oct-17	07-Nov-17	99d																								
127	Modular Building		5D W/H	40d	40d	08-Nov-17	02-Jan-18	115d																								
128	CBLDG.C1000	Modular Bldg Work Start	5D W/H	0d	0d	08-Nov-17		99d																								
129	CBLDG.C1100	Set Up Modular Buildings	5D W/H	20d	20d	08-Nov-17	05-Dec-17	99d																								
130	CBLDG.C1200	Connect Utilities	5D W/H	10d	10d	06-Dec-17	19-Dec-17	115d																								
131	CBLDG.C1300	Complete Finishes for Modular Building (at seams)	5D W/H	5d	5d	20-Dec-17	26-Dec-17	115d																								
132	CBLDG.C1400	FF & E	5D W/H	5d	5d	27-Dec-17	02-Jan-18	115d																								
133	Site Improvements		5D W/H	36d	36d	02-Apr-18	21-May-18	16d																								
134	Hardscape		5D W/H	20d	20d	02-Apr-18	27-Apr-18	16d																								
135	CBLDG.D1000	Concrete Hardscape (Curbs, Gutters, Walks, Ramps, Playground Sub-base)	5D W/H	10d	10d	02-Apr-18	13-Apr-18	16d																								
136	CBLDG.D1100	Concrete Paving	5D W/H	10d	10d	16-Apr-18	27-Apr-18	16d																								
137	Landscape		5D W/H	6d	6d	30-Apr-18	07-May-18	26d																								
138	CBLDG.E1000	Irrigation	5D W/H	2d	2d	30-Apr-18	01-May-18	26d																								
139	CBLDG.E1100	Planting	5D W/H	2d	2d	02-May-18	03-May-18	26d																								
140	CBLDG.E1200	Ground Cover, Mulch, Turf	5D W/H	2d	2d	04-May-18	07-May-18	26d																								
141	CBLDG.E1300	Site Landscape Work Complete	5D W/H	0d	0d		07-May-18	26d																								
142	Misc. Site Work		5D W/H	16d	16d	30-Apr-18	21-May-18	16d																								
143	CBLDG.F1000	Misc. Site Work Start	5D W/H	0d	0d	30-Apr-18		16d																								
144	CBLDG.F1100	Playground Equipment	5D W/H	10d	10d	30-Apr-18	11-May-18	16d																								
145	CBLDG.F1200	Playground Surfacing	5D W/H	5d	5d	14-May-18	18-May-18	16d																								
146	CBLDG.F1300	Playground Certification	5D W/H	1d	1d	21-May-18	21-May-18	16d																								
147	CBLDG.F1400	Misc. Site Work Complete	5D W/H	0d	0d		21-May-18	16d																								
148	System Testing, TAB, and Commissioning and Inspection and		5D W/H	28d	28d	14-May-18	20-Jun-18	2d																								
149	INSPA1000	System Testing, TAB, and Commissioning	5D W/H	20d	20d	14-May-18	08-Jun-18	0d																								
150	INSPA1100	Inspection, Punchlist Correction and Acceptance	5D W/H	8d	8d	11-Jun-18	20-Jun-18	2d																								
151	Close Out and Demobilization		5D W/H	16d	16d	11-Jun-18	02-Jul-18	0d																								
152	CLOSE.A1000	Closeout Documents	5D W/H	10d	10d	11-Jun-18	22-Jun-18	0d																								
153	CLOSE.A1100	Demobilization	5D W/H	1d	1d	25-Jun-18	25-Jun-18	0d																								
154	CLOSE.A1200	Rain Allowance	5D W/H	5d	5d	26-Jun-18	02-Jul-18	0d																								
155	CLOSE.A1300	Project Complete	5D W/H	0d	0d		02-Jul-18	0d																								

Actual LOE Actual Actual MS
Non-Critical LOE Non-Critical Non-Critical MS
Critical LOE Critical Critical MS



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RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

VALUE ADDED BENEFITS

(5) VALUE ADDED BENEFITS

GARDEN GROVE FIRE STATION 6 VALUE ADD ENHANCEMENTS

1. High Density concrete finish in apparatus bay – We have found through years of implementation that this type of finish in the apparatus bay is superior for maintenance and durability.

Cost: \$18,200.00

2. Single User Restroom accessible from Apparatus Bay: Providing needed facilities accessible directly from the apparatus bay to help prevent the spread of contaminants throughout the station is a highly desirable option for the staff working in the station.

Cost: \$16,750.00

3. Enhanced 40-year roofing warranty – This extension covers the roof for nearly the expected life of the station.

Cost: \$15,000.00

4. Double door from fitness – This design allows for outdoor exercises/circuit fitness and also introduces more air flow into the fitness area.

Cost: \$3,400.00

5. Storefront entry – This enhanced aesthetic celebrates the entrance and allows those coming to the station to easily identify the main public entrance.

Cost: \$6,400.00

6. Efficient building circulation – Logical station layout allows for decrease in building square footage and minimizes response time.

Cost: Design Solution

7. Site design minimizes impact to existing trees – Thoughtful site design allows for minimal disruption to the many beautiful old trees located on site while maximizing operation efficiency.

Cost: Design Solution

8. Private staff showers/bathrooms – This restroom configuration not only saves space but also provide fire staff a more desirable and private bathroom and shower function. This style also accommodates fluctuating gender numbers per shift.

Cost: Design Solution

BIM - Building Information Model

9. Use of BIM – Our team's mastery of BIM from architect to subcontractor has allowed us to maximize its potential. Specifically, even after construction completion, the County will be able to utilize BIM to assist with maintenance and operation needs let alone the realistic interior and exterior visual aids provided during design.

Cost: Design Solution

10. Increased day room and kitchen areas which are highly used by staff – Again, by providing additional area in two of the most frequented spaces of the living quarters of the station we have maximized comfort in creating a homelike feel for the personnel.

Cost: Design Solution

11. Increased security through sightlines- Our well laid out site allows excellent visual sightlines over the property for ease of monitoring and visual superiority.

Cost: Design Solution

12. Multi-functional apparatus drive aprons – This design allows for the opportunity to conduct additional training operations in these areas by providing an adequate amount of space.

Cost: Design Solution

13. Highly durable stucco and metal sidings – All of these items/materials aid the aesthetics and architectural character of the fire station helping to create it as a beacon for the community and remain complimentary to its neighbors and environment.

Cost: Design Solution

14. Infrastructure for photovoltaics – While we may not be installing solar panels at this time, we will provide the ability to easily do so in the future.

Cost: Design Solution

15. Savings-By-Design Program Participation – Our team is quite familiar with this process having completed it numerous times before and will participate in the program which will deliver additional savings to the City.

Cost: Design Solution



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RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

LIFECYCLE COST ANALYSIS

The Life Cycle Cost Analysis



Overview

The Garden Grove Fire Station will be implementing a variety of design and construction strategies to achieve the most sustainable and energy efficient building possible. Calculating the implications of the Life Cycle Cost of the components is essential in determining accurate cost for not only initial installations, but also energy use and replacement costs throughout the life of the building. Our previous Design Build and Fire Station experience enables us to give the City an accurate representation of the estimated costs while continuing to utilize a holistic design approach to our careful selection of building materials and systems.

LCCA CHART

We have expanded the LCCA chart provided in the RFP to incorporate more of the specific materials we are proposing for the project. As such, they are listed in the far-left column. Additionally, part of our holistic approach is to salvage or recycle when possible. This cost is represented in the column labeled Recycle/Salvage Value in the spreadsheet. The subtotal in the far-right column takes into account the full life cycle of the proposed materials for the Garden Grove Fire Station.

Architectural Design

The total cost of ownership was deliberated when designing the site and building. Interior materials were chosen for their durability and ease of maintenance. Aesthetics, sustainability, and durability were all qualities that we considered when selecting the exterior materials. Our approach is to minimize energy consumption through specific programming requirements on the site. We designed the Garden Grove Fire Station to take advantage of the following features:

- Sun path for building orientation
- Operable windows to optimize natural ventilation and daylighting
- High efficiency glazing to reduce solar heat gain and noise transmission
- Cool roofing with high SRI to reduce cooling loads
- Indigenous, low maintenance planting to reduce water use and maintenance demands

The need to design and build sustainably is our responsibility. Taking advantage of the natural sun and wind exposure and orientation is something that we do on each of our projects making it as efficient and site appropriate as possible. We are incorporating operable windows for daylighting and natural ventilation. The Solarban 60 high efficiency glass that we are proposing will help reduce heat gain and cooling loads.

We are proposing to install standing seam metal roofing for the Fire Station. This material complies with the cool roof requirements, which can reduce the required tonnage of the HVAC units because the cooling load will be reduced. A cool roof saves money because it reduces the amount of heat that is absorbed through the roof itself. The metal roofing has a 25-year warranty and will need to be replaced once within the 50-year lifespan of the building.

The exterior building materials and wall systems are durable, sustainable, and beautiful. We propose to utilize a combination of stucco and metal siding for the exterior skin. These materials will last well beyond the 50-year timeframe. Both materials require minimal maintenance and upkeep.

Our selection of flooring materials was chosen based on sound absorption qualities and durability in this very public facility.

We have utilized a combination of decorative concrete and carpet tile materials to maintain a low maintenance, highly durable finish throughout. The carpet selected is appropriate for high traffic facilities and has an expected life of 15 years. The resilient flooring is anticipated to have a 25-year life. The decorative concrete, with proper maintenance, will last well beyond 50 years.

As part of our holistic design approach, we will engage the architectural elements with the overall building systems to ensure an efficient design. We have worked on numerous projects that incorporate Savings by Design, a program through the energy provider SCE, in order to incorporate their feedback and ideas for energy savings into new and retrofitted buildings. They are an excellent source for innovative ideas and offer potential monetary incentives to owners and design teams that meet specific criteria. As the design progresses, we will engage SCCE as a stakeholder in this energy efficient design process.

Mechanical Design

The HVAC system serving the Fire Station combines a hybrid natural ventilation concept with a packaged rooftop gas/electric system which includes roof-mounted, self-contained HVAC units and ductwork located in the ceiling spaces. The HVAC system is estimated to have a total cooling capacity of 12 tons. Units shall be dedicated to serving the individual thermal zones throughout the Fire Station (see attached thermal zone plan). Thermal zones 4 ½ tons or larger in capacity will have economizers implemented.

In addition, an alternate split system heat pump system is also considered with fan coils in ceiling space and condensers located either on grade or on roof.

The energy consumption based on the operating hours equals a total of 71,500 kWh at a cost of \$10,725 per year for HVAC operation. This is based on a cost of 0.15 cents per kWh/hr. Overall building systems will operate at a rate of 88.69 KBTU/SFYEAR. Note that the KBTU/SFYEAR value is for all the systems operating in the building including interior lighting, exterior lighting, space heating, space cooling, fans, domestic hot water, receptacle equipment and process energy.

The HVAC system maintenance cost will be approximately \$1,000 per year for the first year.

HVAC life expectancy is 15 years. The cost of the HVAC units is amortized in the LCCA table.

Plumbing Design

The plumbing systems shall include commercial grade fixtures which will be ultra-low flow to exceed LEED requirements. The facility will comply with the requirements of the California Building Code, 2016 edition; California Plumbing Code (CPC), 2016 Edition; California Energy Code (Title 24), 2016 Edition; local fire department regulations, and all other jurisdictions having authority.

The plumbing systems shall include domestic cold water, domestic hot and hot water return system and, sanitary waste and vent system. Areas subject to rain water shall be provided with primary and secondary drainage systems. The domestic hot water heating system shall be comprised of two instantaneous gas (non-storage) domestic hot water heaters totaling approximately 200,000 BTUH each (400,000 BTUH total).

The maintenance associated with the plumbing systems is predominantly predicated upon the changing of batteries in the sensor flow faucets, which will be minimal.

The integration of the ultra-low flow components shall result in a potential reduction in water consumption resulting in water savings of approximately 35,000 gallons per year. Based on a \$3 per hundred cubic feet of water change, this will result in approximately a \$140.00 annual cost savings to the facility.

Electrical Design

The electrical design will include all lighting fixture furnished with exclusively LED lamping to ensure maximum energy efficiency but more importantly prolonged lamp life resulting in no nuisance maintenance for lamp replacement dramatically reducing the overall cost of operating and maintaining the building lighting system.

In addition to LED lamping, all lighting fixtures will be provide with state of the art technology allowing dimming and daylight control and occupancy motion sensing. The controls will ensure the lighting fixtures are only operating when an occupant or patron is present, and when exterior lighting contribution is insufficient to adequate illuminate the interior spaces. These controls will ensure the lighting fixtures operate at a minimum and only when required, extended the lamp life by up to 30% further lower the overall operating cost of energy and maintenance.



Finally, additional life cycle extending practices that will be employed electrical will be the use of all panel board bussing in the facility provided as copper. Copper bussing will ensure a longer life of the branch circuit panel boards and higher efficiency by means of less resistance. This will lower the overall maintenance and operating cost.

The value of any life cycle cost analysis is the ability to organize and use this information in a way to help drive decision making during the design phase in a way that accounts, not only for initial cost, but with an understanding of the long term cost of those decisions. This analysis typically would also include a review of the operating expense of various options. As an experienced Design Build team, we believe we have presented solutions that provide the CITY OF GARDEN GROVE with durable, efficient, and sustainable design selections that are appropriate for the GARDEN GROVE Fire Station project.

Building system	Initial Cost (I)	Life Expectancy (L)	# replaced in 50 yrs	total replacement R	Annual Energy Cost in KWh	Annual Energy x 50 years (E)	Total I + R + E	Recycle cost	Subtotal
Package Elec./NG Unit	\$30,000.00	25 years	(1) Package Unit	\$36,000.00	\$10,047.00	\$502,350.00	\$568,350.00		
Heat Pump	\$30,000.00	25 years	(1) Fan Coil Unit (1) Outdoor Unit	\$36,000.00	\$10,725.00	\$536,250.00	\$602,250.00		
Light Fixture 1 - 2X4 LED	\$250.00	30 years	1	\$125.00	\$32.00	\$1,600.00	\$1,975.00		
Light Fixture 2 - LED DOWNLIGHT	\$200.00	30 years	1	\$100.00	\$21.00	\$1,050.00	\$1,350.00		
Light Fixture 3 - LED HIGHBAY	\$500.00	30 years	1	\$250.00	\$23.00	\$1,150.00	\$1,900.00		
Light Fixture 4 - LED 1X4	\$225.00	30 years	1	\$125.00	\$17.00	\$850.00	\$1,200.00		
Light Fixture 5 - LED SITE LIGHT	\$3,500.00	30 years	1	\$500.00	\$54.00	\$2,700.00	\$6,700.00		
Light Fixture 6 - LED WALL LIGHT	\$800.00	30 years	1	\$300.00	\$39.00	\$1,950.00	\$3,050.00		
							\$0.00		
Roof System - Metal Roofing	\$118,000.00	50 Years	1	\$143,000.00	\$0.00	\$0.00	\$261,000.00		
Roof System - Sarnafil	\$15,000.00	30 years	1	\$18,000.00	\$0.00	\$0.00	\$33,000.00		
							\$0.00		
Exterior Wall System - Metal Panel	\$112,000.00	50 Years	1	\$135,000.00	\$0.00	\$0.00	\$247,000.00		
Exterior Wall System - glazing	\$45,000.00	30 years	1	\$58,000.00	\$0.00	\$0.00	\$103,000.00		
Exterior Wall System - doors	\$1,500.00	30 years	1	\$1,875.00	\$0.00	\$0.00	\$3,375.00		
Exterior Wall System - storefront	\$6,800.00	30 years	1	\$8,160.00	\$0.00	\$0.00	\$14,960.00		
Interior Wall - wallboard/tile	\$28,000.00	25 Years	1	\$35,000.00	\$0.00		\$63,000.00		
Exterior Lighting	\$3,500.00	30 years	1	\$500.00	\$54.00	\$2,700.00	\$6,700.00		
Electrical Switchgear	\$35,000.00	25 years	1	\$42,000.00	\$0.00	\$0.00	\$77,000.00		
Standby Generator	\$8,800.00	25 years	1	\$10,260.00	\$0.00	\$0.00	\$19,060.00		



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FURNITURE, FIXTURES, AND EQUIPMENT

(7) FURNITURE, FIXTURES, AND EQUIPMENT

FURNITURE, FIXTURES AND EQUIPMENT



A close partnership must exist within the Design/Construction Team with all phases of the interior design and space planning. For the Fire Station 6 facility, our RABC-ECC experienced team will make the integration of FF&E seamless from design to installation:

Having completed many Fire Station projects as the Architect of Record, JKA has also taken the lead on developing detailed FF&E (Furnishings, Fixtures and Equipment) information for these stations. FF&E often includes not only the furnishings for the station (chairs/tables/desks) but can include beds, pots and pans, tools and equipment. Having the knowledge of what is required in an operational fire station, along with years of experience selecting the FF&E for these stations, we understand how to select durable, cost effective products. Often times the furnishings can be sourced from manufacturers with GSA approved pricing already established, ensuring the most value for your available dollars.

Our process for developing the FF&E selections begins with a meeting to discuss what items are being included in the FF&E budget. From there we will develop a detailed binder of items, with proposed selections, finishes, manufacturer options and cost data. A sample of a page from a typical FF&E binder is included below. Once the binder is developed in a draft form we again sit down with the team to review each item proposed, along with an updated budget sheet to verify the proposed selections are within budget.



The FF&E list provided with the addenda is not truly a listing of FF&E items, as many of the items on that list are generally building components because they must be built into the building. Making sure that all the necessary items required to effectively operate the station upon move in is critical, and our experience in doing this will be vital in making sure that the proper FF&E items are in place when the station goes on line.

Product Line	Description	Location	Qty	Price	Total	5% Delivery	Lead Times	Distributor	Contact	Action Items
Specialty Equipment										
SE-1	Work Bench - 10' Steel top, Second shelf	Workshop 130	1	\$3,000.00	\$3,000.00		Fabricate in Field		TBP - Already Built	
SE-2	Slinger Tool Grid - 5ft (RED)	Workshop 130	2	\$262.00	\$524.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	Color: Red, Typ. For all Geargrid Items
SE-3	HY-030SW Ice maker with B-400 Bin Storage	App Bay	1	\$3,087.83	\$3,087.83		2 Days (Currently in Stock) 3-4 Weeks if not in stock.	East Bay Restaurant Supply Inc.	Sacramento - 916.440.0620	Half Dice
SE-4	Hose Storage Unit	Hose Storage 131	1	\$1,755.00	\$1,755.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	
SE-5	Mini Mobile - SCBA Bottle Storage Unit	Hose Storage 131	1	\$869.00	\$869.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	
SE-6	T6X - Extractor	Laundry 132	1	\$24,179.00	\$24,179.00		4-8 weeks	Western State Design	Bryan Maxwell - bmaxwell@westernstatedesign.com - 800.633.7153 ext 316	
SE-7	FC-3 Drying Cabinet	Laundry 132	1	Included above	Included above		4-8 Weeks	Western State Design	Bryan Maxwell - bmaxwell@westernstatedesign.com - 800.633.7153 ext 316	home master protection agreement - \$319.99 Included in Price
SE-8	Large Washer with Power Wash Cycle 4.2 CU. FT - White	Laundry 110/132	2	\$1,112.98	\$2,225.96		1-2 Weeks	Sears	1420 Travis Blvd Fairfield, CA 94533 - 707.432.2000	(5 yr in home Master Protection Agreement \$289.99) Included In Price
SE-9	Maxima Front Load Dryer w/ Rapid Dry Cycle 7.4 CU. FT - White	Laundry 110/Laundry 132	2	\$1,289.98	\$2,579.96		1-2 Weeks	Sears	1420 Travis Blvd Fairfield, CA 94533 - 707.432.2000	
SE-10	Turn out Hanging Bar (6' Topside Rack)	Laundry 132	1	\$106.00	\$106.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	
SE-11	Turn Out lockers	Turnout 133	16		\$5,018.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	
SE-12	(2) 60" W x 24" D x 84" H, (1) 96" W x 24" D x 84" H, (1) 48" W x 24" D x 84" H Storage Shelving	Storage 134			\$1,797.45		4 Weeks	Global Industries	Order online. Or approved equal.	TBP - Field Verify the clear space prior to ordering.
SE-13	Topside Rack - 6ft	Decon 125	1	\$106.00	\$106.00		4-5 Weeks	Gear Grid	Jeff Anderson - JeffA@geargrid.com - 651.356.9466	
SE-14	96" W x 24" D x 84" H Storage Shelving	Med Storage Opt Shelving	1	\$424.95	\$424.95		4 Weeks		Order online. Or approved equal.	TBP - Field Verify the clear space prior to ordering.



**R.A.BURCH
CONSTRUCTION**

**E
C
C**



CONSTRUCTORS, Inc.

RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

SKILLED LABOR FORCE AVAILABILITY

(8) SKILLED LABOR FORCE AVAILABILITY

Skilled Workforce Commitment

RABC-JV A Joint Venture (JV), the entity, makes this agreement with the City of Garden Grove (City) that JV and its subcontractors at every tier will comply with requirements of PCC 22164(c) and that JV will provide the City with evidence, on a monthly basis while the project or contract is being performed, that JV and its subcontractors are complying with the requirements of this subdivision.

R. A. Burch Construction and EC Constructors have agreement to train apprentice for Carpentry, Laborer (Building), and Cement Mason trades with the San Diego Associated General Contractors (SDAGC). SDAGC has State approved apprenticeship training program that operates in San Diego and Riverside Counties. In addition to training apprentice, both entities employ skilled journeypersons that have graduated from SDAGC and journeypersons that are currently being certified as skilled tradespersons as allowed by State regulations.

It is not practical to include all agreements from all subcontractors in the proposal. We have included copy of agreement for our firms to train apprentice with the SDAGC. The JV hereby insures to the City that all subcontractors shall utilize skilled workforce, including training apprentice, in a State approved program. There are several State approved training programs through SDAGC, ABC, and various unions that provide the State mandated training in Southern California to meet the project requirements. We can provide copies of agreements to City for each subcontractor prior to start of construction.

AGREEMENT TO TRAIN APPRENTICES

RECEIVED
JUL 1 1989
APPRENTICESHIP STANDARDS
SAN DIEGO

District No.

DAS File No. 191

NAME OF EMPLOYER R.A.BURCH CONSTRUCTION CO. INC.			
MAILING ADDRESS (STREET AND NUMBER)	CITY	ZIP CODE	TELEPHONE NUMBER
P.O. Box # 1247	Ramona, Ca.	92065	619-693-1477
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)			
OCCUPATION CARPENTER			DOT No 860.381.022
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE			
AREA COVERED BY APPRENTICESHIP STANDARDS SAN DIEGO			

THE OFFICIAL whose signature follows, agrees in behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By

R.A. Burch

R.A.BURCH CONSTRUCTION CO.

Title PRESIDENT

Date 6/26/89

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By

L.A. Garcia

L.A. GARCIA

SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE

Title Apprenticeship Coordinator

Date

6-29-89

Approved:

DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE OF APPROVAL
July 1, 1989

[SIGNED] By

Tony Diaz
Apprenticeship Consultant
Tony Diaz

Date

7-3-89

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

Page 440 of 459

AGREEMENT TO TRAIN APPRENTICES

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SANTA ANA

06 JUL 31 PM 1:30

District No. 16

DAS File No. 19161

NAME OF EMPLOYER E.C. Constructors, Inc.				
MAILING ADDRESS (STREET AND NUMBER) 851 Terra Ln.		CITY El Cajon	ZIP CODE CA 92019	TELEPHONE NUMBER (619) 540-7181
ADDRESS OF TRAINING LOCATION (IF DIFFERENT) Various				
OCCUPATION CEMENT MASON				DOT No. 844.364.010
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE				
AREA COVERED BY APPRENTICESHIP STANDARDS SAN DIEGO, ORANGE, SAN BERNARDINO, RIVERSIDE & IMPERIAL COUNTIES				

THE OFFICIAL whose signature follows, agrees in behalf of the above named employer to train apprentices in the designate occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisor thereof.

[SIGNED] By

JAMES J. Simanians

Title **PRESIDENT**

Date **6/9/06**

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By

Pete Saucedo
PETE SAUCEDO

SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE

Title **TRAINING DIRECTOR**

Date **6/9/06**

Approved:

DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE OF APPROVAL

6-9-06

[SIGNED] By

By

Sally Kanyo
Apprenticeship Consultant

Date **7-24-06**

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

AGREEMENT TO TRAIN APPRENTICES

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06 JUL 31 PM 1:30

District No. 16

DAS File No. 19161

NAME OF EMPLOYER E.C. Constructors, Inc.			
MAILING ADDRESS (STREET AND NUMBER) 851 Terra Ln.	CITY El Cajon	ZIP CODE CA 92019	TELEPHONE NUMBER (619) 540-718
ADDRESS OF TRAINING LOCATION (IF DIFFERENT) Various			
OCCUPATION CARPENTER		DOT No. 860.381.022	
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE			
AREA COVERED BY APPRENTICESHIP STANDARDS SAN DIEGO, ORANGE, SAN BERNARDINO, RIVERSIDE & IMPERIAL COUNTIES			

THE OFFICIAL whose signature follows, agrees in behalf of the above named Employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By

James J. Summary

This PRESIDENT Date 6/9/06

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By

Pete Saucedo

PETE SAUCEDO
SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE
Title TRAINING DIRECTOR Date 6/9/06

Approved:

DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE OF APPROVAL

6-8-06

[SIGNED] By

James J. Summary

Apprenticeship Consultant Date 7-24-06

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

AGREEMENT TO TRAIN APPRENTICES

RECEIVED
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SANTA ANA

06 JUL 31 PM 1:33

District No. 16

DAS File No. 05043

NAME OF EMPLOYER E.C. Constructors, Inc.				
MAILING ADDRESS (STREET AND NUMBER) 851 Terra Ln.		CITY El Cajon	ZIP CODE CA 92019	TELEPHONE NUMBER (619) 540-7181
ADDRESS OF TRAINING LOCATION (IF DIFFERENT) Various				
OCCUPATION CONSTRUCTION CRAFT LABORER				DOT No. 869.463.580
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE				
AREA COVERED BY APPRENTICESHIP STANDARDS SAN DIEGO COUNTY				

THE OFFICIAL whose signature follows, agrees in behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentices agreement and to comply with the provisions thereof.

[SIGNED] By

James J. Sumner
PRESIDENT

Date 6/9/06

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By *Pete Sancedo* - PETE SANCEDO

SAN DIEGO AGC JOINT APPRENTICESHIP COMMITTEE

Title TRAINING DIRECTOR Date 6/9/06

Approved:

DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE OF APPROVAL

6-9-06

[SIGNED] By

James J. Sumner
Apprenticeship Consultant

Date 7/14/06

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS



**R.A.BURCH
CONSTRUCTION**



**E
C
C
CONSTRUCTORS, Inc.**

RFSQ No. S-1196, DESIGN BUILD SERVICES FOR GARDEN GROVE FIRE STATION 6 AND COMMUNITY BUILDING

OFFER/COST PROPOSAL

Appendix B – Pricing Page

(9) OFFER/COST PROPOSAL

APPENDIX B

PRICING PAGE

The design and construction of the project shall be completed within a Guaranteed Maximum Price (GMP) of \$5,239,000 for the new Fire Station and Community Building, all Furniture, Fixtures & Equipment (FF&E) costs, IT/Data, Communications, all code requirements and fees, infrastructure, inclusive of all requirements set forth in this RFP.

The undersigned certifies that he/she has read all documents related to this Request for Proposal and understands all terms and conditions related thereto and as required in the RFP and the contract documents. In conformity with the Scope of Work and the Contract Documents, the undersigned proposes to the CGG the following:

Guaranteed Maximum Price not to exceed \$5,239,000: Furnish all labor, materials and equipment necessary to design and build Fire Station 6 and the Community Building in conformance with the requirements set forth in this RFP.

Fire Station 6: FIVE MILLION ONE HUNDRED THIRTY SIX THOUSAND SIX HUNDRED THIRTY dollars (\$5,110,613.00)

Community Building: ONE MILLION TWO HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED SIXTY THREE dollars (\$1,253,463.00)

Total GMP: SIX MILLION THREE HUNDRED SIXTY FOUR THOUSAND SEVENTY SIX dollars (\$6,364,076.00)

Term of Offer: It is understood and agreed that this offer may not be withdrawn for a period of one hundred eighty (180) days from the Proposal Submittal Deadline, and at no time in case of successful Offeror.



Signature of Person Authorized to Sign

R. A. Burch

Printed Name

February 8, 2017

Date

Managing Partner

Title

DESIGNATION OF SUBCONTRACTORS

<u>Portion of Work</u>	<u>Subcontractor</u>	<u>DIR#</u>	<u>Location & Place of Business</u>
Polished Concrete	MSI	1000006683	San Diego, CA
Rough Carpentry	Briven	1000042390	Vista, CA
Drywall/Stucco	Burch Construction	1000006017	Ramona, CA
Playground Equipment	PD Play	1000006514	Vista, CA
Plumbing	Barrack-Nickols	1000025113	Spring Valley, CA
ROLL-UP DOORS	SO CAL DOORS	1000007170	DUARTE, CA
MODULAR BLDGS.	AMCI	1000007364	VICTORVILLE, CA
METAL ROOFING	EMS	1000000358	POWAY, CA
CABINETS	ARCE	1000005414	LAKEVIEW, CA
HVAC	MM	1000006955	CORONA, CA
DEMOLITION / EARTHWORK	CLAVIS CONST.	1000004349	LAKEVIEW, CA
REBAR	QUALITY	1000000742	POWAY, CA
ALUM. WALLS	ALOS	1000005440	MIRA LOMA, CA
DOORS & HARDWARE	C.D.	5788	LAKEVIEW, CA
EARTHWORK	NPR	1000002150	WARNER SPRINGS, CA
REBAR A.C. PAVING	REAR PAV'G	1000002150	CORONA, CA

RABC-ECC A Joint Venture

PROPER NAME OF BIDDER

[Handwritten Signature]

BY

EXHIBIT F: NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

CITY OF GARDEN GROVE, COUNTY OF ORANGE

R. A. Burch

_ being first duly sworn,

deposes and says that he/she is Managing Partner - RABG-ECC A Joint Venture

(Title)

(Name of Bidder)

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

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature)

R. A. Burch

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 20_____

My Commission Expires:

Notary Public

See attached

California Jurat

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego}

Subscribed and sworn to (or affirmed) before me this 8th day of February,
Month

2017, by R. A. Burch, and
Name of Signer

proved to
Name of Signer (if any)

me on the basis of satisfactory evidence to be the person(s) who appeared before me.



[NOTARY SEAL]

Dora L. Beltran

Signature of Notary Public

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of Fiscal Year 2016/2017 appropriations for Fire Station No. 6 Incidental Project Costs. (Amount: \$464,081) (<i>Action Item</i>)	Date:	3/28/2017

OBJECTIVE

To obtain City Council approval to appropriate funding for Fire Station No. 6 Incidental Project Costs.

BACKGROUND

Concurrently with this report, the City Council will be considering awarding a contract for Project No. 7009 – Design and Build Fire Station No. 6 and Community Building within Westhaven Park, in the amount of \$5,535,919 to RABC-ECC, A Joint Venture. One of the recommendations of this contract award is to strictly appropriate funding for all contractual costs. However, award of the contract by the City Council does not include appropriations for incidental costs.

DISCUSSION

To fully complete the Project, other incidental costs need to be appropriated to the Project. These incidental costs have been identified and briefly described on Attachment 1, titled "Incidental Project Costs." Specifically, incidental expenses include construction management, permitting and environmental fees, along with contingencies. The amount of these incidental expenses totals \$464,081, which is the exact remaining balance after subtracting the design-build contract amount of \$5,535,919 from the original project funding amount of \$6,000,000.

FINANCIAL IMPACT

Proceeds from the issuance of the Lease Revenue Bonds, Series 2015A will be used to finance the Project. It is requested that the bond proceeds be appropriated in the current fiscal year.

RECOMMENDATION

It is recommended that the City Council:

- Appropriate \$464,081 of the bond proceeds held by fiscal agent; and
- Authorize the Finance Director to request for construction fund disbursements as necessary from the fiscal agent construction fund and account for all related project transactions in fund 105 (Public Safety Fund).

By: Dan Candelaria, P.E., T.E.
City Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Incidental Project Costs	3/15/2017	Cover Memo	Incidental_Project_Costs_FINAL_3-13-17.pdf

FIRE STATION 6 & COMMUNITY BUILDING

Incidental Project Costs

03/13/17

Department	Original Funding Amount
Fire	\$5M
Community Services	\$1M

Expenses	Phase	Amount	Description
Construction Mgmt	Const	\$300,000	Required for quality control and assurance. Also provides for coordination of work, adherence to schedule and progress pay.
Geotech & Mat'ls Testing*	Const	\$45,000	Required to assure earthwork performed correctly and create a solid foundation. Concrete, grout and asphalt testing included.
Fish & Game Fee	Const	\$3,000	Fee charged by F&G to all grading projects.
Native American Monitoring**	Const	\$15,000	Whenever significant grading is required for a site, the Native American tribes want a representative present.
Blodgett Baylosis - MND work	Prep	\$15,000	Environmental clearance required to build project
6' wide lot Acquisition	Prep	\$19,000	Parcel required to build Fire Station 6
Contingency (1.1%)	Const	\$67,081	The contingency will cover unanticipated changes to contractor's scope.
Total		\$464,081	

*Provided by Associated Soils dated 10/28/16

**Need separate contract

DB-E Contract	Amount
Fire Station	\$4,705,357
Community Center	\$830,562
Total	\$5,535,919

Project Costs	Amount
Expenses	\$464,081
DB_E Contract	\$5,535,919
Total = Original Funding Amount	\$6,000,000

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Introduce and conduct the first reading of an Ordinance adopting Drone Operation Regulations. (<i>Action Item</i>)	Date:	3/28/2017

OBJECTIVE

For the City Council to introduce an Ordinance adopting Drone Operation Regulations for the City of Garden Grove.

BACKGROUND

On May 26, 2016, the Orange County Grand Jury released its 2015-16 Grand Jury report, *Drones: Know Before You Fly*. The purpose of the report was to examine the topic of the expanding recreational drone market and its consequences for Orange County's emergency responders. Among the major findings of the report was that most cities in Orange County did not have local ordinances to regulate drone use. Consequently, the report recommended that all Orange County cities and the County take action to adopt a recreational drone ownership and operation ordinance similar to that of an ordinance adopted by the City of Los Angeles. The City of Garden Grove agreed with this finding and reported to the Grand Jury that a proposed ordinance would be presented to the Garden Grove City Council for consideration prior to March 31, 2017.

DISCUSSION

Following the release of the Orange County Grand Jury report in 2016, the Association of California Cities–Orange County (ACC-OC) convened a working group of individuals from public safety, legal, and government sectors to begin drafting a model drone ordinance. The purpose of the model ordinance was to provide a resource that could be used by member cities to address the issue of drone use and regulation for the purpose of enhancing safety and education of the public. The model ordinance was recently approved by the ACC-OC Board on March 22, 2017, and provided to member cities.

Staff reviewed the model ordinance and determined that it largely meets the specific needs of Garden Grove. Therefore, a drone operation ordinance was developed for

the City of Garden Grove based on the ACC-OC model. The proposed ordinance imposes community-based safety requirements and restrictions on the operation of unmanned aircraft (UA) that do not preempt federal aviation rules, or state law, in order to protect the public from the hazards associated with the operation of UA. The matter of drone ownership was not addressed since the Federal Aviation Administration is asserting regulatory authority in this area.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Introduce and conduct the first reading of the attached Ordinance adopting drone operation regulations for the City of Garden Grove.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Drone Ordinance	3/23/2017	Ordinance	GG_Ordinance_Adopting_Drone-- Unmanned_Aircraft_Systems_Regulations.DOCX

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADDING CHAPTER 8.90 TO THE GARDEN GROVE MUNICIPAL CODE RELATING TO DRONES AND UNMANNED AIRCRAFT SYSTEMS.

City Attorney Summary

This Ordinance establishes standards and controls on the operation of unmanned aircraft commonly known as drones to mitigate risks to persons and property and to protect the public from the hazards associated with their operation.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 8.90 is hereby added to Title 8 of the Garden Grove Municipal Code to read as follows:

CHAPTER 8.90

DRONES AND UNMANNED AIRCRAFT SYSTEMS

Section 8.90.010 Purpose and Findings

The operation of unmanned aircrafts, commonly known as drones, can at times pose a hazard to full-scale aircraft in flight and to persons and property on the ground. Imposing community-based safety requirements and restrictions on the operation of UA that do not preempt federal aviation rules or authority, or state law, is necessary to mitigate such risks and to protect the public from the hazards associated with the operation of unmanned aircrafts.

Section 8.90.020 Definitions

For purposes of this chapter, the following definitions shall apply, unless another or a different meaning is clearly intended from the context in which the phrase or words are used:

“Unmanned Aircraft System (UAS)” means an aircraft without a human pilot onboard, that is controlled from an operator on the ground, and operates without the possibility of direct human intervention from within or on the aircraft.

“Drone” refers to any UAS.

“FAA” means the Federal Aviation Administration.

“Visual Line of Sight” means that the operator has an unobstructed view of the UAS. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the UAS. People other than the operator may not be used in lieu of the operator for maintaining visual line of sight. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a “first-person view” from the UAS do not constitute visual line of sight of the operator.”

“Public UAS” means a UAS that is used or operated on behalf of any government agency that meets the qualifications as defined in Section 40102 of Title 49 of the United States Code to operate a public aircraft.

Section 8.90.030 Local Regulations of Unmanned Aircraft Systems

- A. No person shall takeoff or land a UAS outside of the person’s visual line of sight.
- B. No person shall takeoff or land a UAS within 25 feet of another individual, except the operator or the operator’s designee
- C. No person shall takeoff or operate a UAS on private property without the consent of the property owner.
- D. No person shall takeoff or land UAS over permitted public events unless granted written or electronic permission by the City.
- E. No person shall takeoff or land a UAS within one thousand five hundred (1500) horizontal feet of any aircraft.
- F. No person shall takeoff or land as UAS that has any type of weapon attached to it.

Section 8.90.040 Prohibition Against Reckless Endangerment

No person shall takeoff or land a UAS in a reckless manner so as to create a substantial risk of serious physical injury to any person or substantial risk of damage to the property of another.

Section 8.90.050 Time, Place, and Manner Restrictions

- A. No person shall takeoff or land a UAS within five hundred (500) feet of any emergency vehicle that is operating with lights and/or sirens.
- B. No person shall takeoff or land a UAS within five hundred (500) feet of any active law enforcement or emergency response incident.

- C. No person shall takeoff or land a UAS in violation of any Temporary Flight Restriction or Notice to Airmen issued by the FAA.
- D. No person shall takeoff or land a UAS within one hundred (100) feet of a school facility without prior notification and authorization of school officials.
- E. No person shall takeoff or land a UAS within five hundred (500) feet of any county or city owned jails, holding facilities, law enforcement facility, or within one hundred (100) feet of any public building or facility without prior notification and authorization of the City.

Section 8.90.060 Exemptions for Public UAS

The regulations in this chapter shall not apply to any Public UAS or to any UAS weighing less than 0.55 lbs.

SECTION 2: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Manager
Subject:	Discussion regarding appointment of a council representative to participate in several OCTA transportation planning workshops, as requested by City Manager Stiles.	Date:	3/28/2017

Attached is correspondence from OCTA requesting a Council representative to attend a series of workshops.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Letter	3/24/2017	Backup Material	OCTA_Workshop_-_3-28-17.pdf



AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Agency*

*Congestion Management
Agency*

*Service Authority for
Abandoned Vehicles*

March 20, 2017

Mr. Scott Stiles
City Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92840

Dear Mr. Stiles:

The Orange County Transportation Authority (OCTA) is hosting a series of workshops to engage local elected officials in a dialogue about the future of transportation in a changing landscape. Since cities play a vital role in planning efforts, we would like a council representative from your city to be a part of the discussion related to several study efforts OCTA currently has under way.

First, to proactively plan for the future of public transportation, OCTA is developing a comprehensive Transit Master Plan (TMP), which will be an integrated bus, rail, and paratransit plan. The TMP will serve as a vision for Orange County's transit future, taking a high-level look at long-term needs throughout the County as well as important connections to both intra and inter county projects. The TMP also will identify priority corridors for future study of public transportation options such as bus rapid transit in addition to fixed-guideway alternatives. More information on the TMP can be found at www.octa.net.

OCTA will also be embarking on an update of its Long Range Transportation Plan (LRTP). Updates to the LRTP occur approximately every four years with the goal of assessing the performance of Orange County's transportation system over a 20+ year horizon. The LRTP provides a blueprint that identifies projects that address the needs of Orange County's multi-modal transportation system based on expected population, housing and employment growth, while taking into account current commitments and projections of future revenues.

The first workshop will take place on:

Wednesday, May 17
8:30 to 10:30 a.m.
OCTA Headquarters
550 S. Main St., Orange

Two subsequent workshops are expected to be held in the fall of 2017 and spring of 2018. Dates will be shared as soon as they've been finalized.

We are asking that each city designate a council representative who can attend the workshops, offer their feedback on the various options, and speak on behalf of the city. In addition to the council representative, a city staff member may also be appointed to the working group. While we do not require council action on the designation of a representative, we strongly encourage each city to attend the workshops and participate in the development of these plans.

Please reply to Andrea West, OCTA Government Relations, with your designated representative(s) to the workshops. Andrea can be reached at (714) 560-5611 or awest@octa.net.

Additionally, OCTA is available to make city council presentations or speakers' bureau presentations to community and stakeholder groups. OCTA looks forward to working cooperatively with your city and will continue to keep you informed as the TMP and LRTP progress.

Sincerely,



Darrell Johnson
Chief Executive Officer

DJ:aw