



AGENDA

The City of Garden Grove as
Successor Agency
to the Agency for Community
Development

Tuesday,
September 14, 2021

6:30 PM

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

Steve Jones
Chair

George S. Brietigam
Member, District 1

John R. O'Neill
Member, District 2

**Diedre Thu-Ha
Nguyen**

Member, District 3

Patrick Phat Bui
Vice Chair, District 4

**Stephanie
Klopfenstein**

Member, District 5

Kim Nguyen
Member, District 6

COVID-19 Information: Masks are required to be worn and adherence to six foot distancing from others when attending public meetings.

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: 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

Open Session

6:30 PM

ROLL CALL: MEMBER BRIETIGAM, MEMBER O'NEILL, MEMBER D. NGUYEN, MEMBER KLOPFENSTEIN, MEMBER K. NGUYEN, VICE CHAIR BUI, CHAIR JONES

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

2. CONSENT ITEMS

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

2.a. Adoption of a Resolution to award a contract to Interior Demolition, Inc., for demolition services at the northwest corner of Harbor Boulevard and Twintree Avenue, Garden Grove. (Cost: \$165,880) *(Action Item)*

2.b. Receive and file minutes from the meeting held on August 24, 2021. *(Action Item)*

3. MATTERS FROM SUCCESSOR AGENCY CHAIR, MEMBERS AND DIRECTOR

4. ADJOURNMENT

The next Regular Successor Agency Meeting is Tuesday, September 28, 2021, at 5:30 p.m., in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, 92840.

DISCUSSION

In April 2021, the DOF approved the ROPS 21-22 budget in which an amount of \$371,430 was allocated for the demolition work. Staff requested proposals for the removal of surface improvements and related services for the B-2 Site to remove the surface improvements.

On August 10, 2021, five (5) bids were received and opened by the City Clerk’s Office for the Project (see below). The lowest bidder was Interior Demolition, Inc., with a total price of \$138,280. The licenses and references of Interior Demolition, Inc. have been reviewed and verified by staff, and all other documents are in order.

Bid Results:

1. Interior Demolition, Inc.	\$138,280
2. OFRS, Inc.	\$164,056
3. J & G Industries, Inc.	\$192,300
4. Abajian Enterprise dba Social Removal	\$198,235
5. CSI Services	\$297,550

FINANCIAL IMPACT

There is no impact to the General Fund. The costs for this contract will be funded in accordance with the ROPS 21-22 budget and will be paid through the Redevelopment Property Tax Trust Fund.

RECOMMENDATION

It is recommended that the Successor Agency:

- Adopt a Resolution to award a contract for Northwest corner of Harbor Boulevard and Twintree Avenue B-2 Site Demolition Project Successor Agency Project No. 022-01 in the amount of \$138,280 to Interior Demolition Inc., and authorize a twenty percent (20%) contingency of \$27,600, subject to authority of the Director; and
- Authorize the Director to execute the contract with Interior Demolition Inc., and make minor modifications as needed, on behalf of the Successor Agency.

By: Paul Guerrero, Real Property

ATTACHMENTS:

Description	Upload Date	Type	File Name
Exhibit A - Successor Agency Resolution Demolition	9/8/2021	Resolution	9-14- 21_Resolution_to_award_contract_for_demolition.pdf
Exhibit B -			

Construction Agreement Demolition	9/3/2021	Agreement	Construction_Agreement_Demolition.doc
Exhibit C - Site Plan	9/3/2021	Backup Material	Site_Plan.pdf

GARDEN GROVE SUCCESSOR AGENCY

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT AWARDDING A CONTRACT TO INTERIOR DEMOLITION, INC., FOR DEMOLITION AND RELATED SERVICES FOR THE NORTHWEST CORNER OF HARBOR BOULEVARD AND TWINTREE AVENUE B-2 SITE DEMOLITION PROJECT, SUCCESSOR AGENCY PROJECT NO. 022-01 AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Successor Agency to the Garden Grove Agency for Community Development, (Successor Agency) is a public body corporate and politic, organized and operating under Parts 1.8 and 1.85 of Division 24 of the California Health and Safety Code, and the successor to the former Garden Grove Agency for Community Development (former Agency) that was previously a community redevelopment agency organized and existing pursuant to the Community Redevelopment Law, Health and Safety Code Section 33000, et seq. (CRL); and

WHEREAS, the Former Agency and Palm Court Lodging, LLC (Developer), entered into a Disposition and Development Agreement (DDA) on June 26, 2001, establishing the terms and conditions for the disposition of the Property to the Developer and the development of two (2) hotels on property commonly referred as the B-2 (Site); and

WHEREAS, the DDA was assigned to Kam Sang Company, Inc. and New Age Garden Grove, LLC on June 30, 2006; and

WHEREAS, Assembly Bill x1 26 (AB x1 26) added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code and which laws were modified, in part, and determined constitutional by the California Supreme Court in the petition *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 (*Matosantos* Decision), which laws and court opinion caused the dissolution of all redevelopment agencies and winding down of the affairs of former redevelopment agencies; thereafter, such laws were amended further by Assembly Bill 1484 (AB 1484) (together AB x1 26, the *Matosantos* Decision, and AB 1484 are referred to as the "Dissolution Laws"); and

WHEREAS, as of February 1, 2012 the former Agency was dissolved pursuant to the Dissolution Laws and as a separate public entity, corporate and politic the Successor Agency administers the enforceable obligations of the former Agency and otherwise unwinds the former Agency's affairs, all subject to the review and approval by the oversight board (Oversight Board); and

WHEREAS, on May 17, 2013, the State of California Department of Finance (DOF) provided written confirmation to the Successor Agency that the DDA is an enforceable obligation pursuant to Health and Safety Code Section 34171(d)(1)(E); and

WHEREAS, on that written confirmation dated May 17, 2013, provided to the Successor Agency by the DOF approving the DDA as an enforceable obligation, the DOF acknowledged the Successor Agency's obligation to clear all surface above ground structures before conveying the Property to the Developer; and

WHEREAS, the Successor Agency desires to utilize the services of Interior Demolition, Inc., (Contractor) for all surface demolition and related services on the Property pursuant to the DDA; and

WHEREAS, the Successor Agency is authorized to enter into this Agreement pursuant to ABX1-26 and Successor Agency Resolution No. 1-12, adopted February 14, 2012; and

NOW, THEREFORE, BE IT RESOLVED THAT THE SUCCESSOR AGENCY TO GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT does hereby resolve as follows:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Successor Agency Board hereby awards the contract with Interior Demolition, Inc., for surface demolition and related services for the B-2 Site.

Section 3. The Secretary of the Successor Agency shall certify to the adoption of this Resolution.

Section 4. The Successor Agency Director is hereby directed to transmit this Resolution to the Oversight Board and State Department of Finance.

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this 14th day of September, 2021, by the CITY OF GARDEN GROVE AS SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, ("SUCCESSOR AGENCY"), and **INTERIOR DEMOLITION, INC.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

This Agreement is entered into pursuant to Successor Agency Board Authorization, dated September 14, 2021.

SUCCESSOR AGENCY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the demolition of the Northwest corner of Harbor Boulevard and Twintree Avenue B-2 Site Demolition Project, Phase, Project No. 022-01, herein, referred to as the "Project".

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 Thirty Eight Thousand Two Hundred Eighty Dollars (\$138,280), payable in arrears and in accordance with Bid Proposal (Attachment A), 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. Successor Agency Project No. 022-01 and the General Conditions and Special Provisions (Attachment B), which are attached and are hereby incorporated by reference. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to SUCCESSOR AGENCY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by SUCCESSOR AGENCY will be required, and payment shall be based on schedule included in Scope of Work (Attachment A).

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 SUCCESSOR AGENCY. 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 SUCCESSOR AGENCY's Division Manager, 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, SUCCESSOR AGENCY 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, SUCCESSOR AGENCY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event SUCCESSOR AGENCY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, SUCCESSOR AGENCY 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 SUCCESSOR AGENCY.

4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications for: Furnish SUCCESSOR AGENCY.

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 SUCCESSOR AGENCY which are also incorporated herein and referred to by reference.

4.5 Time of Commencement and Completion. CONTRACTOR agrees to commence the Project with twenty-one (21) calendar days from the date set forth in the "Notice to Proceed" sent by SUCCESSOR AGENCY and shall diligently prosecute the work to completion within sixty (60) calendar days, excluding delays caused or authorized by the SUCCESSOR AGENCY CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.

4.6 Time is of the Essence. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the SUCCESSOR AGENCY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. SUCCESSOR AGENCY 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 SUCCESSOR AGENCY; failure of SUCCESSOR AGENCY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by SUCCESSOR AGENCY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by SUCCESSOR AGENCY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

SUCCESSOR AGENCY 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 SUCCESSOR AGENCY for such time extension within fifteen (15) days of the commencement of such delay and SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY'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 SUCCESSOR AGENCY 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. SUCCESSOR AGENCY 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

SUCCESSOR AGENCY'S Division Manager. The decision of the Division Manager shall be final.

4.9 Changes in Project.

- 4.9.1** SUCCESSOR AGENCY 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 SUCCESSOR AGENCY which causes any change, provided CONTRACTOR gives the SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY setting forth the general nature and monetary extent of such claim. The SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the SUCCESSOR AGENCY and the SUCCESSOR AGENCY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the SUCCESSOR AGENCY. CONTRACTOR shall submit immediately to the SUCCESSOR AGENCY 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 SUCCESSOR AGENCY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to SUCCESSOR AGENCY.

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 SUCCESSOR AGENCY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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. SUCCESSOR AGENCY 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 SUCCESSOR AGENCY will retain five percent (5%) of the amount of each such progress estimate and material cost until thirty (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 SUCCESSOR AGENCY'S Division Manager, 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 SUCCESSOR AGENCY or an approved financial institution in order to have the SUCCESSOR AGENCY release funds retained by the SUCCESSOR AGENCY 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. SUCCESSOR AGENCY 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. SUCCESSOR AGENCY 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 SUCCESSOR AGENCY, 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 sep.) of the Labor Code of the State of California and shall forfeit to the SUCCESSOR AGENCY 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 SUCCESSOR AGENCY.

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 SUCCESSOR AGENCY. 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 SUCCESSOR AGENCY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the SUCCESSOR AGENCY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR'S insurance and shall not contribute with it.

4.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be cancelled without thirty (30) days written notice to the SUCCESSOR AGENCY. 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 SUCCESSOR AGENCY. The requirement for carrying the foregoing

insurance shall not derogate from the provisions for indemnification of SUCCESSOR AGENCY 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 SUCCESSOR AGENCY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the SUCCESSOR AGENCY 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 \$2,000,000 per occurrence, and not excluding XCU; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and SUCCESSOR AGENCY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY and SUCCESSOR AGENCY.

(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 SUCCESSOR AGENCY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY and SUCCESSOR AGENCY.

(c) CONTRACTORS pollution liability applicable to the work being performed, in an amount not less than \$2,000,000 per occurrence. Insurance companies must be acceptable to CITY AND SUCCESSOR AGENCY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY and SUCCESSOR AGENCY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 4.16.6 (a) shall designate CITY and SUCCESSOR AGENCY, 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 and SUCCESSOR AGENCY, as additional insureds for liability arising out of

work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY and SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to CITY's and SUCCESSOR AGENCY requirements, as approved by the CITY and SUCCESSOR AGENCY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY and SUCCESSOR AGENCY, 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 and SUCCESSOR AGENCY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY and SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to CITY's and SUCCESSOR AGENCY requirements, as approved by the CITY and SUCCESSOR AGENCY.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) shall designate CITY and SUCCESSOR AGENCY, 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 and SUCCESSOR AGENCY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY and SUCCESSOR AGENCY proof of insurance and endorsement forms that conform to City's requirements, as approved by the CITY and SUCCESSOR AGENCY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and SUCCESSOR AGENCY, 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 and SUCCESSOR AGENCY, 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 and SUCCESSOR AGENCY 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 and SUCCESSOR AGENCY, 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 SUCCESSOR AGENCY and will make good to reimburse CITY and SUCCESSOR AGENCY for any expenditures, including reasonable attorneys' fees CITY and SUCCESSOR AGENCY may incur by reason of such matters, and if requested by CITY and SUCCESSOR AGENCY, 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY, 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY'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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY. The SUCCESSOR AGENCY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

4.21 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: Interior Demolition, Inc.
 Maria Molina – Secretary/ Treasurer
 2621 Honolulu Avenue
 Montrose, CA 91020

4.22 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 SUCCESSOR AGENCY.

(Agreement Signature Block on Next Page)

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

Date: _____

" SUCCESSOR AGENCY"
SUCCESSOR AGENCY TO THE
GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT,
a public body

By: _____

Scott C. Stiles
Executive Director

ATTEST:

Secretary

Date: _____

"CONTRACTOR"
Interior Demolition, Inc.

Contractor's State License No.: 603409

DIR Registration Number: 1000004790

Expiration Date: September 30, 2022

By: _____

Title: _____

Date: _____

Tax ID No. _____

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 SUCCESSOR AGENCY.

APPROVED AS TO FORM:

Agency General Counsel

Date: _____

ATTACHMENT A

CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME: INTERIOR DEMOLITION INC.

THE HONORABLE CHAIRMAN AND SUCCESSOR AGENCY BOARD MEMBERS
 SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT
 11222 ACACIA PARKWAY
 GARDEN GROVE, CALIFORNIA 92842

SUBJECT PROJECT: **B-2 SITE (NORTHWEST CORNER) HARBOR BOULEVARD AND
 TWINTREE AVENUE SITE DEMOLITON PROJECT ION PROECT
 SUCCESSOR AGENCY PROJECT NO. 022-01**

Gentlemen/Ladies:

The undersigned, having carefully examined the Project Parcel Site Plan and Work Description for the above subject project and having personally visited the site of the work and been made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all work required to complete said work in accordance with said Project Parcel Site Plan and Work Description for unit prices named in the following bid proposal:

TOTAL BID PROPOSAL

ITEM	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	ITEM TOTAL
1.	1 LS	Stormwater Pollution Prevention Plan (SWPPP) preparation and implementation		
		_____	\$ <u>2500.00</u>	\$ <u>2500.00</u>

		Per Lump Sum		
2.	1 LS	Mobilization		
		_____	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>

		Per Lump Sum		
3.	1 LS	BMP/Erosion Control sandbag and wattle installation (approximately 1,325 LF)		
		_____	\$ <u>6500.00</u>	\$ <u>6500.00</u>

		Per Lump Sum		
4.	1 LS	Dust control measures, steel rumble plates, water		
		_____	\$ <u>7500.00</u>	\$ <u>7500.00</u>

		Per Lump Sum		
5.	1 LS	Clear and Grub		
		_____	\$ <u>33,000.00</u>	\$ <u>33,000.00</u>

		Per Lump Sum		

ITEM	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	ITEM TOTAL
6.	1 LS	Removal and disposal of light standard(s)		
			\$ 3000.00	\$
		Per Lump Sum		
7.	1 LS	Removal and disposal of all asphalt, concrete curb and gutter, fencing, miscellaneous piping		
			\$ 17,900.00	\$ 17,900.00
		Per Lump Sum		
8.	1 LS	Scarify (rip) site (approximately 89,500 SF)		
			\$ 5500.00	\$ 5500.00
		Per Lump Sum		
9.	1 LS	Knock down and rough grade entire site		
			\$ 11,400.00	\$ 11,400.00
		Per Lump Sum		
10.	1 LS	Cover entire site with 3/4" CMB gravel, 2" thick		
			\$ 35,980.00	\$ 35,980.00
		Per Lump Sum		
11.	1 LS	Cap sewer line(s)		
		Per Lump Sum		
12.	1 LS	Demobilize		
			\$ 5,000.00	\$ 5,000.00
		Per Lump Sum		
	-	-		
			\$	\$
		Per Lump Sum		
	-	-		
			\$	\$
		Per Lump Sum		

OMITTED PER ADDENDUM 1

TOTAL BID PROPOSAL:\$ 138,280.00**TOTAL BID PROPOSAL WRITTEN IN WORDS:**ONE HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED EIGHTY & ⁰⁰/₁₀₀

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the Successor Agency does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Real Property Agent.

NOTE: The contract will be awarded to the lowest responsible bidder, based on the amount shown under TOTAL BID PROPOSAL. IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

ATTACHMENT B

SECTION 6 - GENERAL CONDITIONS

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SECTION 6 – GENERAL CONDITIONS (Continued)

1. **GENERAL DESCRIPTION**

The work shall consist of furnishing all material and equipment and performing all labor required to carry out the general intention in accordance with the Plans and Specifications.

2. **DEFINITIONS**

State: Shall mean the State of California or the City of Garden Grove as applicable.

Successor Agency: Shall mean the City of Garden Grove as SUCCESSOR AGENCY to the Garden Grove Agency for Community Development. The City Council serves as the Board of Directors of the SUCCESSOR AGENCY.

City Council: Shall mean the governing body of the City of Garden Grove.

Public Works: Shall mean the Public Works Department of the City of Garden Grove.

City: Shall mean the City of Garden Grove.

3. **LOCATION**

The work shall be constructed on land owned or controlled by the SUCCESSOR AGENCY, in the City of Garden Grove, at the site is shown on the specifications.

4. **CONTRACT**

Within seven (7) days after SUCCESSOR AGENCY award, the Contract shall be executed on the form enclosed herein by the successful CONTRACTOR. It shall be the responsibility of the CONTRACTOR to make an appointment within the above time limit to sign the Contract in the Economic Development Division Manager's office and to discuss the construction operations with the Economic Development Division Manager or his representative.

5. **PERFORMANCE BOND**

Refer to Construction Agreement.

6. **RETENTION**

Refer to Construction Agreement.

7. **BEGINNING OF WORK**

Refer to Construction Agreement.

8. **TIME FOR COMPLETION**

Refer to Construction Agreement.

SECTION 6 – GENERAL CONDITIONS (Continued)

9. **LIQUIDATED DAMAGES**

Refer to Construction Agreement.

10. **STANDARD SPECIFICATIONS AND STANDARD PLANS**

"*Caltrans Standard Specifications*" referred to herein shall be those published by the State of California, Department of Transportation, Standard Specifications, dated May, 2015 or "*The Greenbook*" referred to herein shall be Standard Specifications for Public Works Construction, 2012 edition, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California City of the Associated General Contractors of California. Copies of the Standard Specifications are available from the following:

State of California
Department of Transportation Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, CA 95815
Tel: (916) 445-3520

BNI Publications, Inc.
1612 S. Clementine Street
Anaheim, CA 92802
Tel: (888) BNI-BOOK

The "Standard Plans" referred to herein shall be those of the City of Garden Grove, Public Works Department, latest revision unless noted otherwise.

Where the Plans and Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

11. **MATERIALS**

Materials shall be new and in accordance with these specifications. Certified reports of material's inspections of materials required under this contract as specified herein shall be submitted and may be accepted by the Economic Development Division Manager in lieu of actual chemical or physical tests in the field. Where a reasonable doubt exists in the mind of the Economic Development Division Manager, however, he shall conduct all necessary tests to determine that the material in question meets the requirements of the specifications. The cost of making such tests shall be borne by the City when the results indicate compliance with the specifications; otherwise, the expense of such tests shall be borne by the CONTRACTOR.

SECTION 6 – GENERAL CONDITIONS (Continued)

12. **LICENSES, PERMITS, REGULATIONS, AND ORDINANCES**

At its sole cost and expense, CONTRACTOR and all sub-contractors shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this agreement. CONTRACTOR and all subcontractors shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this contract. The CONTRACTOR and any subcontractor shall have the proper state licenses for the work to be performed along with obtaining a City business license prior to commencement of their work.

The CONTRACTOR and all subcontractors shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. Any work performed, or materials or equipment furnished, which does not conform to said laws, ordinances, rules and regulations, shall be changed to conform thereto by the CONTRACTOR at his sole expense.

13. **WORK OUTSIDE REGULAR HOURS**

No work will be allowed outside regular working hours without the express permission of the Economic Development Division Manager, except work items as mentioned above and relating to maintenance and cleanup of the work area for the purpose of public safety and convenience. In the event, work outside regular hours is allowed, any extra expense incurred by the CONTRACTOR shall be considered as being included in his bid prices and no extra compensation will be due for such work. The night work shall be lighted in a manner approved by the Economic Development Division Manager.

The legal workday shall consist of eight (8) hours, 7:30 AM to 4:00 PM. Workdays shall be restricted to Monday through Friday unless written request outlining substantial reasons for working on Saturdays, Sundays or contractual holidays is submitted to the Economic Development Division Manager a minimum of forty-eight (48) hours in advance of the proposed non-contractual working day(s). If the work proposed is determined by the Economic Development Division Manager as being in the best interest of the SUCCESSOR AGENCY, the necessary inspection and survey services will be provided. Working hours shall be from 7:30 am to 4:00 pm Monday through Friday.

If the reasons for such request are not deemed sufficient, the Economic Development Division Manager may authorize inspection and survey services, if available, and such services shall be billed against the CONTRACTOR at the time and one-half salary rate plus fringe benefits for the personnel assigned to the project. Such services shall be paid to the nearest half-hour worked, subject to a minimum working period of two (2) hours.

Emergency repairs and pre-storm protective installations may be performed in project areas without written notice.

14. **ORDER OF WORK**

The method of conducting the work shall be subject to the approval of the Economic Development Division Manager, or his authorized representative. (Refer to Section 6-33 of these Specifications.)

SECTION 6 – GENERAL CONDITIONS (Continued)

15. **PRECONSTRUCTION CONFERENCE**

The CONTRACTOR, along with his field representative(s) and all subcontractors', shall meet with representatives of the City of Garden Grove before the start of construction. The CONTRACTOR will be notified regarding the exact time and place of the conference.

The CONTRACTOR shall submit a list of material suppliers to the Economic Development Division Manager at the Preconstruction Conference. He shall also designate an employee to be responsible for traffic control on this project other than the Project Superintendent. This employee shall have expertise in urban traffic control, and shall be at the site during all operations requiring traffic control. As part of his responsibilities, he shall personally inspect the traffic control devices in use at least twice per day during operations, and twice per day on days when traffic control remains in effect when no work is in progress.

A schedule of construction shall be submitted to the Economic Development Division Manager at the Preconstruction Conference.

16. **QUANTITIES OF WORK**

The quantities of work shown in the Proposal are approximate only and constitute the Economic Development Division Manager's Estimate for this project. The Successor Agency does not expressly or by implication agree that the actual amounts of work will correspond exactly with the Economic Development Division Manager's Estimate.

The Successor Agency reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Economic Development Division Manager.

17. **LEGAL RELATIONS AND RESPONSIBILITY**

General - In connection with laws to be observed and responsibility of CONTRACTOR, attention is directed to Section 7-13 of the Greenbook, Section 7 of the Standard Specifications Caltrans, and to the laws therein applicable to this contract.

Labor - Attention is directed to the provisions and penalties applicable to workmen permitted to labor more than eight hours in a calendar day, to labor discrimination, and to employment of alien labor.

18. **PROSECUTION OF WORK**

The CONTRACTOR shall conduct the work in such a manner and with sufficient materials, equipment, and in the time limits set forth in the Specifications. Should the CONTRACTOR with the consent of the Economic Development Division Manager discontinue the prosecution of the work for any reason, he shall notify the Economic Development Division Manager at least twenty-four (24) hours in advance of resuming operation.

19. **EXAMINATION OF PREMISES**

Contractors are required to visit the site before submitting proposals so as to satisfy themselves as to existing conditions in and around the project work area. No extra

SECTION 6 – GENERAL CONDITIONS (Continued)

payment will be allowed by the SUCCESSOR AGENCY for failure to properly assess site work area and conditions.

20. **TERMS OF CONSTRUCTION AS USED IN THESE SPECIFICATIONS**

The present tense includes the past and future tenses; and the future the present. The masculine gender includes the feminine and the neuter. The singular number includes the plural; and the plural the singular. "Shall or will" is mandatory and "may" is permissive.

21. **RECORD DRAWINGS**

None required for this Project (Reserved)

22. **SUBMITTALS**

The CONTRACTOR shall submit for approval by the Economic Development Division Manager such material, samples, product specifications/brochures, certified mix designs, warranties material certifications, operations and maintenance manuals and equipment as may be required, whether mentioned specifically herein or not.

23. **SUPERINTENDENCE OF LABOR AND COMPETENCY**

The CONTRACTOR, or an experienced superintendent authorized to act for him, shall be continually in charge of the work. Information given by the Economic Development Division Manager to the CONTRACTOR's superintendent or his authorized representative shall be as binding as though given to the CONTRACTOR in person. In addition, there shall be a qualified and experienced foreman in charge of each branch of work. No workman, foreman, or superintendent shall be continued on the work that, in the judgment of the Economic Development Division Manager, is negligent or incompetent.

24. **PROTECTIONS AND INSURANCE**

Refer to Construction Agreement.

25. **SUBCONTRACTORS**

No subcontractors will be recognized as such. All persons engaged in the work of construction will be considered as employees of CONTRACTOR, and CONTRACTOR will be held directly responsible for their work. No contract or any portion thereof may be assigned without the written consent of the Economic Development Division Manager.

26. **CLAIMS/LEGAL ACTIONS AGAINST THE CITY AND SUCCESSOR AGENCY**

It is the intent of this contract, that the CONTRACTOR shall and will indemnify and hold harmless the City of Garden Grove and the SUCCESSOR AGENCY to the Garden Grove Agency for Community Development, and their officers and employees from all claims, suits or actions regardless of the existence or degree of fault or negligence on the part of the City and SUCCESSOR AGENCY. The CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstruction or

SECTION 6 – GENERAL CONDITIONS (Continued)

from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

In the event claim/legal actions are brought against the City and the SUCCESSOR AGENCY, immediately it will be referred to the CONTRACTOR. Failure by the Contractor, for any reason to indemnify, defend and save harmless the City, the City shall deduct from any money due to CONTRACTOR reasonable expenses that the SUCCESSOR AGENCY, City staff or consultant working for the SUCCESSOR AGENCY or City have incurred in processing, investigation, defending any claims/legal actions brought against the City or the SUCCESSOR AGENCY.

27. **SATISFACTION OF LIENS**

Prior to judicial determination of any claim or claims in accord therewith, the SUCCESSOR AGENCY and/or City may apply an amount withheld to the payment and satisfaction of subcontractors for labor and services rendered and materials furnished. In so doing the City or SUCCESSOR AGENCY shall be deemed the agent of the CONTRACTOR and any payment so made by the City or SUCCESSOR AGENCY shall be considered as a payment made under the Contract by the SUCCESSOR AGENCY or SUCCESSOR AGENCY to the CONTRACTOR, the City and SUCCESSOR AGENCY shall not be liable to the CONTRACTOR for any such payment made in good faith provided that such payment shall not be made except by court order if the CONTRACTOR furnished a bond satisfactory to the SUCCESSOR AGENCY and City to indemnify the SUCCESSOR AGENCY and City against any lien or claim.

If any lien or claim should remain unsatisfied after final payment to the CONTRACTOR, the CONTRACTOR, upon demand, shall refund to the SUCCESSOR AGENCY or City any money that the latter may be compelled to pay to discharge such lien or claim, including all costs and reasonable attorney's fees.

Before the SUCCESSOR AGENCY will make the final payment to the CONTRACTOR, the CONTRACTOR shall furnish the SUCCESSOR AGENCY with lien releases from all subcontractors and suppliers of material, together with a certified statement that the releases represent all materials furnished and all the subcontractors engaged for the work.

28. **DISPUTED WORK**

If the CONTRACTOR and the SUCCESSOR AGENCY are unable to reach agreement on disputed work, the SUCCESSOR AGENCY may direct the CONTRACTOR to proceed with the work. Payment shall be as later determined by arbitration, if the SUCCESSOR AGENCY and the CONTRACTOR agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the CONTRACTOR shall keep and furnish records of disputed work in accordance with Section 9-1.03C of the Standard Specifications Caltrans.

29. **CLEAN UP**

The CONTRACTOR shall protect and care for all work until final completion and acceptance.

SECTION 6 – GENERAL CONDITIONS (Continued)

During demolition, the CONTRACTOR shall keep the site free and clean from all rubbish and debris, and the site must be cleaned up within one (1) day after the Economic Development Division Manager gives him notice.

At the time of the completion of the work, the CONTRACTOR shall remove from the site and the vicinity of the work all plant equipment, buildings and other temporary facilities, all used or unused materials belonging to him or used under his direction during construction. He/she shall remove all debris and rubbish from the site of the work before he makes application for acceptance of the work.

30. LEGAL HOLIDAYS

Legal holidays shall be regarded as New Year's Day and the day before or after as approved by the Successor Agency, President's Birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving and the Friday following, and from **December 24, 2021 to January 2, 2022**.

CONTRACTOR shall backfill all open excavations, base pave, restore all work areas by **December 23, 2021**, and shall not resume work until **January 3, 2022**. No major construction work will be allowed in arterials or collector streets between weeks of Thanksgiving and New Year's holidays without prior written approvals by the Economic Development Division Manager.

31. PAYMENTS

Refer to Construction Agreement.

32. PAYMENT OF TAXES

The contract prices paid for the work shall include full compensation for all taxes which the CONTRACTOR is required to pay, whether imposed by Federal, State, or local government, including, without being limited to, Federal Excise Tax and Federal Transportation Tax.

33. SCHEDULE OF CONSTRUCTION

The CONTRACTOR shall submit to the Economic Development Division Manager a Project schedule for approval. The Project schedule shall be submitted in accordance with Section 8.1.04 of the Standard Specifications Caltrans and Section 6-1 of the Standard Specifications Greenbook and Section 7, Article 6 of the Special Provisions with the following exceptions:

- A. The CONTRACTOR shall submit a written proposed progress schedule to the Economic Development Division Manager before starting the Project.
- B. The CONTRACTOR shall be responsible for furnishing a schedule on a form, which meets the Economic Development Division Manager's approval.

SECTION 6 – GENERAL CONDITIONS (Continued)

- C. The CONTRACTOR shall be responsible for updating the schedule and, if requested, will provide an updated copy of the schedule at the end of each billing period.
- D. No payments of work completed shall be made until the subject schedule is submitted and approved.

The Project schedule shall list in detail and proper sequence the various construction items for the job. The Economic Development Division Manager shall be notified before any change is made in the sequence of construction.

34. **SAFETY PROVISIONS**

The CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

The CONTRACTOR shall maintain the work site in a clean, safe, and workmanlike manner. All material to be cleared from the site shall be removed from the site at the end of each day. All open trenches shall be backfilled at the end of each working day. The work area shall maintain the existing six-foot (6') high chain link temporary construction fence at the end of the day or adequately covered with steel plates or as directed by the Economic Development Division Manager.

The CONTRACTOR shall upon direction of the Economic Development Division Manager, immediately remove or protect any item, which in the opinion of the Economic Development Division Manager presents a safety hazard. All costs involved in maintaining the work site in a clean and safe manner shall be included in the various items of work and no additional compensation will be allowed. With the approval of the City Traffic Engineer, The CONTRACTOR may establish temporary "No Parking Tow Away" zones adjacent to the work zone. Establishment of such zones shall be coordinated with the Garden Grove Police Department, (714) 741-5707, and the City's Traffic Engineer, (714) 741-5193.

35. **WARRANTY GUARANTEE**

Refer to Construction Agreement.

36. **ENGINEERING AND SURVEY CONTROL**

None needed for this Project (number reserved).

37. **COORDINATION OF DOCUMENTS**

In case of conflict between the various contract documents, the order of precedence shall be as follows:

- 1. Special Provisions
- 2. General Conditions
- 3. Caltrans Standard Specifications
- 4. The Greenbook

SECTION 6 – GENERAL CONDITIONS (Continued)

The standard specifications (Caltrans and Greenbook) shall apply to all phases of work not controlled by documents 1 through 2 above.

In case of conflict between the specifications and the instructions and conditions of the invitation to bid, the specifications shall have precedence. In case of conflict, it is the CONTRACTORS's responsibility to use best materials as approved by the Economic Development Division Manager.

38. **WORK SITE**

It shall be the responsibility of the CONTRACTOR to conduct all of his/her activities and operations within Project Site (also referred as "Work Site"). Demolition equipment shall not be stored at the Work Site before its actual use on the work nor for more than seven (7) working days after it is no longer needed on the work. All repairs or assembly of equipment that will take two (2) or more working days to repair shall be done at the CONTRACTOR'S private facility. Any damaged, destroyed or disturbed area at the Work Site that is not part of this scope of work and specifications, shall be restored to their original condition or replaced by CONTRACTOR as directed by the Economic Development Division Manager at no additional expense to the SUCCESSOR AGENCY. Equipment may be stored at the Work Site during weekends, unless otherwise authorized by the Economic Development Division Manager. The Economic Development Division Manager shall, at all times, have a safe access to the site for purposes of inspection and testing. The CONTRACTOR shall remove all trash, debris, construction materials, spoil and contaminates (gas, oil diesel fuel, lubricants, etc.) and leave the site in a clean and level condition.

If, for any reason, the CONTRACTOR requires access onto other lands consisting of private property adjoining the Work Site, he/she shall first inform the Economic Development Division Manager outlining the necessity for private property access. The Economic Development Division Manager will engage the private property owner to obtain written permission for working on private property. If the Economic Development Division Manager is not able to obtain permission to have the CONTRACTOR work on private property, the CONTRACTOR will provide with an alternative method of accomplishing a task order.

The CONTRACTOR shall indemnify and hold SUCCESSOR AGENCY and City harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this section and with permission or in violation and without permission.

39. **TESTS**

No compaction tests are required as part of this Project.

40. **COMPLIANCE WITH LAW**

CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.

41. **NO WAIVER OF CONDITIONS**

CONTRACTOR agrees that waiver by SUCCESSOR AGENCY of any one or more of the conditions of performance under this contract shall not be construed as waiver of any other condition of performance under this contract.

SECTION 6 – GENERAL CONDITIONS (Continued)

42. **CORPORATE AUTHORITY**

The persons executing this contract on behalf of the parties hereto warrant that they are duly authorized to execute this contract on behalf of said parties and that by so executing this contract; the parties hereto are formally bound to the provisions of this contract.

43. **MODIFICATION**

This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by the SUCCESSOR AGENCY and the CONTRACTOR.

44. **WAIVER**

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the SUCCESSOR AGENCY and the CONTRACTOR.

45. **CALIFORNIA LAW**

This Agreement shall be construed in accordance with the laws of the State of California.

46. **INTERPRETATION**

This Agreement shall be interpreted as though prepared by both parties.

47. **PRESERVATION OF AGREEMENT**

Should any paragraph, clause or provision of this agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, or provision construed and interpreted, and all remaining provisions shall remain valid and enforceable.

48. **MUTUAL AGREEMENT**

The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this contract.

49. **NOTICE OF COMPLETION**

CONTRACTOR shall certify in writing to SUCCESSOR AGENCY, prior to final payment, that the entire project is complete and request that SUCCESSOR AGENCY issue a Notice of Completion. Within a reasonable time thereafter, SUCCESSOR AGENCY and CONTRACTOR shall make an inspection. If the SUCCESSOR AGENCY does not consider the project complete, it will notify the CONTRACTOR in writing giving its reasons the list of work to be completed or corrected and shall be accepted by the SUCCESSOR AGENCY prior to recordation of the Notice of Completion and final payment.

SECTION 6 – GENERAL CONDITIONS (Continued)

50. **HAUL ROUTE PLAN**

Prior to the start of construction, the CONTRACTOR shall submit three copies of a haul route plan to the Economic Development Division Manager for review and approval. Plan shall delineate route and type of CONTRACTOR and subcontractor vehicles from point of inception to Work Site, and return to point of inception.

The CONTRACTOR shall demonstrate that he has given full consideration to the possible impacts to the surrounding and adjacent properties and that the proposed plan provides the least possible impact. Safety appropriate to haul trucks will be required at all items. Haul truck route to be free of debris, material at the end of the working day, and cleaned continuously during the hauling operation.

51. **NOTICE**

Prior to the start of construction operations, the CONTRACTOR shall notify the Police and Fire Departments of the City of Garden Grove, giving the approximate starting date, completion date, and the name and telephone of responsible persons who may be contacted at any hour in the event of a critical condition requiring immediate correction.

At least two (2) weeks prior to starting work, the CONTRACTOR shall deliver notices supplied by the SUCCESSOR AGENCY to the residents and businesses in the area affected by the Project. At least forty-eight (48) hours before demolition activities, the CONTRACTOR shall contact the residents and businesses of that street by written notice to provide information as to the type of work, closure, type of inconvenience and the expected duration. The written notice shall be a tag shape and be hanging on doorknobs and all parked vehicles on the street. In the event of a delay after the notice has been delivered, the CONTRACTOR shall provide an updated notice to the residents and businesses. After construction completion on the street, the CONTRACTOR shall collect any notices that are not picked up by the residents or businesses.

SECTION 7 - SPECIAL PROVISIONS

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ARTICLE 1 – CHANGES/DISPUTED WORK/CLAIMS

Owner Directed Changes – SUCCESSOR AGENCY initiated changes in the work shall be processed in accordance with Sections 5.9.1 and 5.9.2 of the Agreement.

Contractor Initiated Changes/Changed Conditions –

The CONTRACTOR shall promptly notify the Economic Development Division Manager of the following work site conditions (hereinafter called “Changed Conditions”), in writing, upon their discovery, but in no event later than three (3) calendar days after they are discovered, and before they are disturbed:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from that represented in the contract which the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

The CONTRACTOR’s failure to give written notice of the alleged Changed Conditions within the time required three (3) calendar days shall constitute a waiver of any potential change order or claim for said alleged Changed Condition.

The Economic Development Division Manager will promptly investigate conditions which appear to be changed conditions. If the Economic Development Division Manager determines that the conditions are changed conditions and will materially affect costs, the CONTRACTOR, upon submitting a written request which is acceptable to the SUCCESSOR AGENCY and that includes a breakdown and detail of the costs in sufficient detail so the SUCCESSOR AGENCY may fully analyze the change and costs, shall be entitled to a change order. If the Economic Development Division Manager determines that conditions are changed conditions and they will materially affect performance time, the CONTRACTOR, upon submitting a written request which includes an acceptable Time Impact Analysis, will be granted an extension of time.

If the Economic Development Division Manager determines that the conditions do not justify an adjustment in compensation, the CONTRACTOR will be notified in writing. This notice will also advise the CONTRACTOR of its obligation to notify the Economic Development Division Manager in writing if the CONTRACTOR disagrees. Nothing herein will relieve the CONTRACTOR from its obligation to proceed with the disputed work.

Should the CONTRACTOR disagree with the decision of the Economic Development Division Manager, it may submit a written claim for equitable adjustment pursuant to Section 5.9.5 of the Agreement. The written claim for equitable adjustment shall include sufficient detail to allow the SUCCESSOR AGENCY to fully analyze the potential claim and shall include at a minimum, the points of disagreement, applicable contract specification references, quantities and costs involved. In the event of such dispute, the CONTRACTOR shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the contract.

Although not to be construed as proceeding under extra work provisions, CONTRACTOR shall keep and furnish records of disputed work in accordance with Section 3-3 of the Standard Specifications. These records shall be legible and completely describe the work in dispute, including location. These records shall be submitted to the SUCCESSOR AGENCY inspector on a daily basis. The inspector will initial records as acknowledgement of T&M only and said initials shall not convey approvals. The Economic Development Division Manager shall review the notice of potential claim and the parties shall meet and confer, and try to resolve in good faith the potential claim.

Disputed Work – If for any reason potential claims cannot be settled through good faith negotiations, the potential claims will be resolved in accordance with Section 3-5 of the Standard Specifications with the following additions:

The SUCCESSOR AGENCY and the CONTRACTOR shall share all fees required by mediation or arbitration equally. When the claim is to be settled in court, both parties must pay their own attorneys' fees.

Resolution of Claims – At the final inspection, CONTRACTOR shall provide a list of all claims, proceeding from notices of potential claims previously submitted under the requirements of the Contract, for which he intends to file claims. CONTRACTOR shall also arrange to meet and confer on the listed claims within fifteen (15) days of the final inspection. Time of the meeting shall be within this fifteen (15) day period. If on the day of final inspection CONTRACTOR fails to set such meeting or provide the list of claims, the project will not be accepted and working days will continue to accrue. If these requirements are met on the day of the final inspection, preliminary acceptance will be established pending final acceptance following attendance of CONTRACTOR at the scheduled meeting.

If CONTRACTOR attends the scheduled meeting within fifteen (15) working days of the final inspection, the date of acceptance will be the date of final inspection. Failure of the CONTRACTOR to attend such meeting within fifteen (15) days of the date of preliminary acceptance shall cause the working days used in performance of the contract to be calculated based on the date of the actual meeting being date of final acceptance, minus fifteen (15) days.

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

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

“Claim” means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise entitled to, or and amount the payment of which is disputed by the local agency. (20104 (b) (2)).

For any claim subject to this article, Section 20104.2 et seq., the following requirements apply

- a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

- b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- c) (1) For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after the receipt of further documentation, or within a period no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within fifteen (15) days of receipt of the local agency's response or within fifteen (15) days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with Section 910) of Part 3 of division 3.6 of Title 1 of the Government Code.

For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time claim is denied, including any period of time utilized by the meet and confer conference.

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

- (a) Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen

(15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

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

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

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

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

ARTICLE 2 – SCOPE OF WORK AND SEQUENCE OF CONSTRUCTION

The scope of work shall conform to the provisions of Section 4 of the Standard Specifications Caltrans and Section 2 and 3 of the Standard Specifications Greenbook and the following additions:

The work to be done consists of furnishing all labor, materials, tools, equipment and incidentals necessary for the demolition of all improvements, hardscape, (at grade and below grade), landscaping, exterior lighting, asphalt street, concrete curb and gutter, dust control measures, backfill and grading, as shown on the parcel/aerial/site plan and described in these special provisions.

The unit prices, which include the cost of materials and labor that are delivered to the work site are necessary for this purpose, to complete the project within the contract time required.

When unforeseen difficulties or a conflict is encountered, including toxic and hazardous materials, CONTRACTOR shall notify the Economic Development Division Manager in writing immediately upon discovery and before the existing conditions are disturbed. CONTRACTOR shall also allow the Economic Development Division Manager minimum of four (4) hours on five (5) separate occurrences of standby time at no charge to investigate the conditions and make determinations concerning these conditions. CONTRACTOR and his work force shall assist the Economic Development Division Manager in such investigations. If the Economic Development Division Manager determines that additional time is needed for evaluation after investigation; the CONTRACTOR shall reschedule, reassign, transfer or move any labor, materials, tools, and equipment and alter the sequence of construction activities as necessary to carry out the intent of this project at no cost to the Successor Agency.

The CONTRACTOR cannot withdraw from the project site any labor, materials, tools and equipment without prior written approval by the Economic Development Division Manager or his authorized representative. The CONTRACTOR, therefore, shall have no claim against the Successor Agency for delay, standby time of tolls, equipment and labor, damages, liability and loss of profit, when it is necessary for the Economic Development Division Manager to exercise this requirement.

Full compensation for conforming to the requirements of this Article shall be considered as included in the Contract bid prices for the various items of work. No separate payment will be allowed.

ARTICLE 3 - COOPERATION

Although there can be no guarantee that difficulties will not be encountered, the cooperation of the CONTRACTOR is expected. The SUCCESSOR AGENCY has endeavored to provide a parcel/aerial/site plan and specifications. In the event of any conflict during the course of construction, CONTRACTOR shall allow reasonable time and to provide equipment and manpower for the Economic Development Division Manager to field-check and make determination to resolve the conflict.

CONTRACTOR shall provide equipment and manpower to dig all holes necessary for testing and other test requirements.

CONTRACTOR shall have, at all times during working hours, a representative on the job site. The representative shall have the authority to make decisions regarding work that can commit CONTRACTOR time, materials, equipment, labor, and resources.

Full compensation for conforming to the requirements of this article shall be considered as included in the contract bid prices for the various items of work. No separate payment will be allowed.

ARTICLE 4 - SCHEDULE OF CONSTRUCTION, AND ORDER OF WORK

A. Schedule of Construction

Before starting construction, the CONTRACTOR shall prepare and submit to the Economic Development Division Manager a practicable work and progress schedule and submit said schedule to the SUCCESSOR AGENCY for approval by the Economic Development Division Manager.

The schedule shall show the order in which the CONTRACTOR proposes to carry out the work, and the contemplated dates for completing the salient features.

The sum of the allocated cost for various work activities shall equal all work shown on the plans and as required by these specifications.

It is the CONTRACTOR's responsibility to contact and coordinate with the owners or representatives of various utilities found and impacted by the construction activities within the work area. The construction schedule shall include the start and completion dates of public utilities underground work and coordination.

The progress schedule shall be consistent with the order of the work, and time requirements of the Contract. No construction activities or lane closure will be allowed before 7:30 AM. Construction shall be scheduled in such a manner that hours between

7:30 a.m. to 4:00 p.m. shall be spent in cleaning up, watering, and street sweeping the public right-of-way adjacent to the Work Site and rearranging traffic delineation for opening the traffic lanes. No construction activities will be allowed beyond 4:00 p.m. Any work activities beyond 4:00 p.m. shall be considered as overtime, if allowed by the Economic Development Division Manager. Construction shall also be scheduled in such a manner as to allow the Economic Development Division Manager to inspect the readiness of every phase of the work.

The CONTRACTOR shall be responsible to coordinate with City Water Division (Contact: Les Ruitenschild at (714) 719-1284 to schedule temporary water line shutdowns and disconnections.

B. Construction Meeting

A weekly construction meeting shall be held between representatives of the SUCCESSOR AGENCY, City of Garden Grove, and the CONTRACTOR, to be held at agreed place, day of the week and time in order to discuss progress, submittals, potential problems and other miscellaneous topics necessary to the proposed project.

C. Order of Work

The first order of work, after being notified that he has awarded the Contract, shall be to place the order for mobilization as required by this Project within three (3) working days from date of notification. The CONTRACTOR shall furnish the Economic Development Division Manager with a statement from the vendor that the order for said materials has been received and accepted by said vendor.

Full compensation for conforming to the requirements of this article shall be considered as included in the Contract bid prices for the various items of work and no separate payment will be allowed therefore.

**ARTICLE 5 – DEWATERING, DUST, EROSION, AND SOUND CONTROL REQUIREMENTS;
CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT REQUIREMENTS**

Dewatering

It is anticipated that storm, surface, other water or and potentially ground water will *be encountered* at various times and locations during the work and require dewatering. The CONTRACTOR, by submitting a bid, acknowledges that he has investigated the risks arising from surface, ground or other waters, and acknowledges that his bid was prepared if ground water is present and that work will be conducted accordingly. ***The CONTRACTOR, by submitting a bid, assumes all of the said risk and shall be fully compensated for all work in the contract various items on work.***

When groundwater is encountered, the CONTRACTOR shall provide and maintain dewatering during construction in accordance with the requirements of the district's NPDES Order No. R-2002-0010, and CAS618030 issued by the California Regional Water Quality Control Board (Santa Ana Region).

The CONTRACTOR shall provide and maintain ample means and devices with which to promptly remove and properly dispose of ground water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The methods, all subject to final approval by the Economic Development Division Manager and may include sump pumps, deep wells, well points, temporary pipelines and other means.

Standby pumping equipment shall be at the job site at all times. A minimum of one standby unit shall be available for immediate installation should any well unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the SUCCESSOR AGENCY and City for review and approval.

The CONTRACTOR shall dispose of the water from the work in a suitable manner without damaging or soiling adjacent SUCCESSOR AGENCY, City, or private property. Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board Standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the CONTRACTOR and submitted to the appropriate agency and Economic Development Division Manager for approval at no additional cost to the SUCCESSOR AGENCY.

Conveyance of the water shall be such as to not interfere with traffic flow or sewer treatment facilities operations. No water shall be drained into proposed work built or under construction without prior consent of the Economic Development Division Manager.

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

It shall be the CONTRACTOR's responsibility to control the surface water entering the work area at no additional cost to the Successor Agency. *The CONTRACTOR shall correct damage to the work area as a result of surface water at no cost to the SUCCESSOR AGENCY.*

All compensation due the CONTRACTOR for control of water or any other expense incurred due to a water condition shall be included in the various items of work that require control of water, including any required dewatering, and no additional compensation will be allowed. Full compensation for providing all dewatering of excavations shall be included in the various items of work and shall include all related materials, labor, coordination and approval processing and no additional compensation will be allowed.

Erosion Control Erosion Control, per the following, is required.

Per the Federal Clean Water Act, the CONTRACTOR is required to eliminate pollution to waters of the United States in regards to this project. This project will require the CONTRACTOR to implement "Best Management Practices". This work shall include, but is not limited to site or fabric over the grates and side openings during demolition operations and removal of debris off the Project site; immediately cleaning up spilled materials with an absorbent material and broom, sealing cans containing hazardous liquids immediately after use, removing loose dirt from the work sites daily, covering materials, etc.

- a. CONTRACTOR, prior to the commencement of demolition activities, is REQUIRED to install sandbag and wattle to be placed directly behind the temporary chain-linked fence (approximately 1,325 linear feet), as part of the erosion control program. The sandbags and wattle shall remain after all demolished and debris has been removed from the Project site.
- b. CONTRACTOR shall install one (1) steel rumble plate at the ingress/egress point for the Project site. The plate shall remain in place for the duration of the Project and shall not be removed until the final inspection by the Economic Development Division Manager has been completed.
- c. CONTRACTOR shall provide the contact information of qualified personnel whom is available twenty-four (24) hours per day and will be responsible to handle emergency protective measures, including desilting basins or other temporary drainage and/or control measures.
- d. Necessary materials (gravel bags, etc.) or devices, per the approved plan, shall be available on site at convenient locations to facilitate rapid installation or to repair any damaged erosion control measures when rain is imminent. All removable protective devices shown on the plan shall be in place at the end of each day when the five (5) days rain probability forecast exceeds forty (40) percent.
- e. CONTRACTOR is advised that, based upon actual site conditions, other work devices, controls, and/or revisions to the erosion control plan/program may be by the project inspector, at no cost to the SUCCESSOR AGENCY, to satisfy requirements of this article.

Payment for implementing of erosion control and best management practices in conformance with the provisions above shall be included in the contract lump sum bid price for **BMP/Erosion Control** and no additional compensation will be allowed and shall include all costs of all documentation; administration and implementation of the erosion control requirements and SWPPP requirements for the entire contract period, and no additional compensation shall be made therefore.

Dust Control

Due to the proximity of the Project Site to residential and commercial area, contractor shall take extra care to keep dust emanating from the site to a minimum. The CONTRACTOR shall never leave the construction premises dusty or with loose dirt on the surface. There is a fire hydrant located within the project site. The CONTRACTOR shall utilize this fire hydrant equipped with a City water meter for water to minimize dust. See Article 6 of these Special Provisions for use of City water.

Dust control shall consist of applying water in conformance with Section 10 of the Standard Specifications, with the following modification:

All spillage, dirt or debris resulting from hauling operations, moving of equipment along or across any private or public property or public traveled way shall be removed immediately at the CONTRACTOR's expense.

Full compensation for complying with the requirements of **Dust Control** will be considered as included in the lump sum price paid for the **Dust Control** and no additional compensation shall be made therefor.

Sound Control

The CONTRACTOR shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the CONTRACTOR's operations, between the hours of 9 p.m. and 7 a.m., shall not exceed 86 DBA at a distance of fifty feet (50'). This requirement in no way relieves the CONTRACTOR from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the CONTRACTOR. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

Water Pollution Control

On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers (construction sites where calculated soil disturbance totals one (1) acre or more) are required to obtain coverage and comply with this Construction General Permit (CGP).

A copy of this CGP and related documents/attachments may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read and understand all the requirements of this Permit as they relate to this PROJECT.

The City has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section XV, "Municipal Construction Projects/Activities," of the Municipal Permit describes specific compliance with the latest version of the State's CGP within the Santa Ana Region.

Prior to commencing work, the CONTRACTOR shall submit the required Permit Registration Documents (PRDs) to the ENGINEER. If any of the required items are missing, the PRD submittal is considered incomplete and will be rejected. Upon receipt and acceptance of a complete PRD submittal, the **CONTRACTOR'S QSD will coordinate with the City's ENGINEER/ Economic Development Division Manager to electronically submit these documents through the Stormwater Multi-Application, Reporting and Tracking System (SMARTS) to the State Water Resources Control Board (SWRCB) to obtain coverage under the CGP. The CONTRACTOR'S QSD shall update SMARTS with all requirements set forth in the permit in order to maintain compliance.** A copy of any documents submitted via SMARTS will be kept with the SWPPP and provided to the ENGINEER upon job completion.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

The CONTRACTOR will need to submit a site-specific SWPPP, prepared by a Qualified SWPPP Developer (QSD) as defined by the CGP, which must include the information needed to demonstrate compliance with all the requirements of the CGP, for review, acceptance, and certification by the City prior to submittal of the PRDs (the SWPPP is a required component of the PRD electronic submittal package). The QSD shall have one of the registrations or certifications listed in Section VII.B.1 of the CGP, and effective September 2, 2011, must have attended a State Water Board-sponsored or approved QSD training and successfully pass the end of training test.

NO CONSTRUCTION ACTIVITY CAN BE ALLOWED UNTIL THE CITY HAS RECEIVED A TRACKING NUMBER FROM THE SWRCB.

The SWPPP shall be developed and updated using Section 2 and Appendix G of the California Stormwater Quality Association (CASQA) Stormwater Best Management Practice Handbook Web Portal for Construction. The CASQA Construction BMP Web Portal requires a subscription to be purchased from CASQA and can be accessed at the following link:

<http://www.casqa.org/LeftNavigation/BMPHandbooksPortal/tabid/200/Default.aspx>

The CONTRACTOR must implement, maintain, and amend the SWPPP as needed during the course of work to reflect actual construction progress and construction practices. The CONTRACTOR shall designate a Qualified SWPPP Practitioner (QSP), as defined by the CGP, who will be responsible for compliance with CGP requirements on the project at all times.

CONTRACTOR'S QSP must be on site to observe BMP installation and approve of all SWPPP implementation. CONTRACTOR'S QSP must be on site during all required NPDES inspections (weekly, rain events, and quarterly non-storm). Within seventy-two (72) hours from receiving BMP corrections from City staff, Local Agencies, or SWRCB staff, CONTRACTOR'S QSP shall start the repairs and complete them as soon as possible and prior to predicted rain events. The QSP shall prepare written reports for the corrective actions and submit them to the ENGINEER within five (5) working days. All work on the PROJECT may be stopped by the City inspection staff's discretion if corrective action is not taken within a timely manner. Any cost or delays incurred due to stopped work will be exclusively the CONTRACTOR'S responsibility.

The SWPPP shall not be construed to be a waiver of the CONTRACTOR'S obligation to review and understand the CGP before submitting a bid. By submitting a bid, the CONTRACTOR acknowledges that he has read and understands the requirements of the CGP.

REPORTING

The CONTRACTOR shall be responsible for providing all reports required by the CGP (monitoring, inspection, Rain Event Action Plans, annual reports, etc.) to the City for review. Time sensitive reports involving monitoring data shall be provided as soon as the information is made available. All other reports shall be provided to the City a minimum of two weeks prior to their deadline for submittal to the SWRCB through SMARTS.

Full compensation for conforming to the requirements of CONSTRUCTION GENERAL PERMIT (CGP) shall include, but not be limited to, the following:

1. Submit Permit Registration Documents (PRDs) per Attachment B of the CGP to the Engineer.
2. Electronically submit all documents into the Stormwater Multi-Application, Reporting and Tracking System (SMARTS) and update any files as needed.
3. Determine the project Risk Level and develop a SWPPP to conform to the CONTRACTOR's actual construction practices.
4. Administer, implement, maintain, and ensure adequate functioning of the various water quality control measures identified within the SWPPP during construction including all Numeric Action Level (NAL) and Numeric Effluent Limitation (NEL) sampling, monitoring and reporting requirements statutorily required for the determined Risk Level of the project site. These tasks must be performed by Qualified SWPPP Practitioner (QSP). Effective on September 2, 2011, a QSP shall meet the requirements listed in the CGP.
5. Pay all annual permit fees;
6. Provide and maintain all documentation (at the jobsite) and administration for the entire CONTRACT period. Included is the drafting and filing of the Notice of Intent (NOI) and Notice of Termination (NOT);
7. Perform all work required for compliance with the requirements of the CGP including preparation of all Rain Event Action Plans (REAPs), construction of effective treatment control BMPs, i.e: contingency basis, chemical treatments, etc.;
8. Provide all labor, tools, equipment's, and materials for any additional BMPs which may be required to comply with the requirements of the CGP.

Payment for **SWPPP** shall be made at the **Lump Sum** Contract price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the SWPPP, fulfilling construction site monitoring program, implementing SWPPP, installation of required BMPs per the SWPPP, preparing and submitting all required SWPPP-related reports, and no additional compensation will be allowed therefore.

IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

By submission of this bid, or the execution of this contract or subcontract, as appropriate, the bidder, CONTRACTOR, or subcontractor, as appropriate, will be deemed to have stipulated the following:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed hereunder.
3. That the CONTRACTOR shall promptly notify the OSHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the CONTRACTOR agrees to include or cause to be included the requirements of paragraphs 1 through 4 of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements (FHWA 1273 Rev. 8/89, 12-4-89).

Full compensation for conforming to the requirements of the Clean Air Act and Federal Water Pollution Control Act shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

ARTICLE 6 - CONSTRUCTION WATER

Application of water shall conform to the provisions of Section 17-1.02 of the Standard Specifications Caltrans and Section 7-8.5 of the Standard Specifications Greenbook and the following additions:

Construction water may be taken only at locations approved by the Water Services Division. The City, at the CONTRACTOR's expense, will install a construction meter and eddy valve at these locations. This valve shall be operated when taking construction water with the fire hydrant remaining open during the day. CONTRACTOR will be charged for construction water on an as-used basis.

The CONTRACTOR shall make application to the City of Garden Grove Water Department for installation of a fire hydrant water meter for his/her construction water and shall make appropriate meter deposits to cover cost of relocation or damage to the meter, meter use, meter installation, meter inspection, and amount of water use.

Water shall be applied in the amounts, at the locations, and for the purposes designated in these specifications and as ordered by the Economic Development Division.

Water for compacting embankment material, subbase, base and surfacing materials and for dust control shall be applied by means of pressure-type distributors or pipe lines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water.

Equipment used for the application of water shall be furnished with a positive means of shut-off. Unless otherwise permitted by the Economic Development Division or unless all the water is applied by means of pipe lines, at least one mobile unit with a minimum capacity of 1,000 gallons shall be available for applying water on the project site all times.

Payment for applying water and the amount of water used in the work, including all labor, tools, equipment, and incidentals required for the application of water shall be considered as included in the various contract items of work involving the use of water, and no additional compensation will be allowed.

ARTICLE 7 – WORK SITE

The Project Site is located adjacent to a residential and commercial area. CONTRACTOR shall be allowed to store equipment and material at the Work Site for the duration of the Project. A conscious effort on the CONTRACTOR'S part is required, that due regard to the rights of the public must be observed at all times possible obstruction and inconvenience shall be kept to the minimum.

Demolition debris shall not be stored on the Project Site for no more than three (3) working days after destruction of site improvements. Demolition equipment shall not be stored at the Work Site before its actual use on the work nor for more than three (3) working days after it is no longer needed for the work. All repairs or assembly of equipment that will take two (2) or more working days to repair shall be done at the CONTRACTOR'S private facility. Any damaged, destroyed or disturbed area at the Work Site that is not part of this scope of work and specifications, shall be restored to their original condition or replaced by the CONTRACTOR as directed by the Economic Development Division at no additional expense to the SUCCESSOR AGENCY. Equipment may be stored at the Work Site during weekends, unless otherwise authorized by the Economic Development Division. The Economic Development Division shall, at all times, have a safe access to the site for purposes of inspection and testing. The CONTRACTOR shall remove all trash, debris, construction materials, spoil and contaminates (gas, oil diesel fuel, lubricants, etc.) and leave the site in a clean and level condition.

The Project site shall be secured at the end each working day. The SUCCESSOR AGENCY will assess a penalty of \$700 for each occurrence for failure by the CONTRACTOR to secure the Project site at the end of each day. The penalty will be paid out of the CONTRACTOR's progress pay. The CONTRACTOR is responsible for repair of vandalism, any damage to the fence, and damage to any item that is to be protected as called out in these contract documents.

ARTICLE 8 - PROJECT APPEARANCE

The CONTRACTOR shall maintain a neat appearance to the Work Site. Neat appearance shall include clean-up of all debris that may be generated from trucks and equipment using the approved Haul Route. Asphalt concrete, aggregate base, broken PC concrete, native soil, and debris developed during construction shall be disposed of concurrently within its removal. If stockpiling is necessary, the material shall be removed or disposed of within three (3) days.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the CONTRACTOR's performance of work. The CONTRACTOR is responsible for abating

dust caused by his operation in accordance with **Article 5** of these Special Provisions. Whenever the CONTRACTOR fails to control dust resulting from the performance of the work, the Economic Development Division may cause such dust to be controlled and costs thereby incurred shall be deducted from moneys due or to become due the CONTRACTOR.

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

ARTICLE 9 - PUBLIC SAFETY

The CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

The CONTRACTOR shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches and other excavations shall either be covered or adequately fenced at night and on weekends or at other times required by the Economic Development Division for safety. No open trenches or any other open excavation shall be left open for more than two (2) working days. CONTRACTOR shall backfill all open excavation at his expense.

The CONTRACTOR may establish temporary "No Parking Tow Away" zones adjacent to the work zone. Establishment of such zones shall be coordinated with the Garden Grove Police Department, (714) 741 5707, and the City's Traffic Engineer, (714) 741 5185. Temporary "No Parking Tow Away" zone sign shall be posted forty-eight (48) hours in advance by the CONTRACTOR, stating the date and time.

Payment for safety protection shall be included in the prices paid in the various items of work involved and no additional compensation will be allowed therefore.

ARTICLE 10 - ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES

If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall cease excavation of the area of discovery and shall not continue until such time as approved by the Economic Development Division. The Economic Development Division shall then direct excavation operations within the area of discovery.

Discoveries include but are not limited to, dwelling sites, stone or other artifacts, animal bones, human bones and fossils.

The CONTRACTOR shall be entitled to an extension of time in accordance with the provisions of Subsection 8-1.05 of the Standard Specifications Caltrans and Subsection 6-3 of the Standard Specifications Greenbook. Should the CONTRACTOR's operations be affected materially, additional work will be paid for as extra work as provided in, "EXTRA WORK," Section 4 of the Caltrans Standard Specifications.

ARTICLE 11 - GEOTECHNICAL INVESTIGATION

The SUCCESSOR AGENCY has not prepared a geotechnical/soil investigation report for the Project. The SUCCESSOR AGENCY encourages the CONTRACTOR to conduct his/her own subsurface exploration before submitting a bid.

All costs for geotechnical testing other than compaction testing shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

ARTICLE 12 - MOBILIZATION

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of and the removal of personnel, equipment, materials and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance and financing prior to beginning work on the various contract items on the Project Site. Any bonds that must be posted or proof of insurance issues that arise must be resolved prior to mobilization. Mobilization shall also include the time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the CONTRACTOR's personnel to keep the construction site in a safe condition, and all other related work as required for all non-working days during the course of construction. The CONTRACTOR is responsible for securing an adequate construction office and storage area for the CONTRACTOR's personnel, equipment and materials that are required in the work described herein for this Project.

Mobilization will also include demobilization which includes, but is not limited to, the removal of construction equipment from the site that is no longer required for the project, the removal of excess construction materials from the project site and the restoration of the work zone and construction staging areas to their pre-project condition as approved by the Economic Development Division.

Payment for mobilization shall be included in the Lump Sum price bid for **Mobilization** and shall include full compensation for furnishing all labor, materials, equipment, rental of necessary equipment, materials and storage sites for storage purpose, and incidentals necessary to mobilize for construction and demobilize at the completion of construction and no additional compensation shall be made therefor.

ARTICLE 13 – BACKFILL AND GRADING

A. Backfill

Upon demolition and removal of at grade and below grade site improvements, hardscape, and landscape from the Project site, but prior to laying of rock gravel, CONTRACTOR shall grade the entire Project Site to ensure proper on-site drainage. The CONTRACTOR shall not commence with backfilling activities until the SUCCESSOR AGENCY has inspected the graded site. The CONTRACTOR shall obtain 3/4" gravel material with verifiable documentation and tests indicating that the 3/4" gravel material is free of contaminants and provide them to the SUCCESSOR AGENCY three (3) days prior to the commencement of backfilling activities. The CONTRACTOR shall not commence with backfilling activities until the Successor Agency has accepted the documentation and tests in writing. **Upon completion of grading the entire Project Site, the CONTRACTOR shall lay 3/4" gravel (2" thick) over the entire Project Site.**

The CONTRACTOR's estimate should include the cost to acquire and deliver 3/4" gravel material to the Project Site, the labor cost to lay the 3/4" gravel, and shall include full compensation for furnishing all labor, tools, equipment, and materials and doing all work involved, and no additional compensation will be allowed.

B. Grading

The CONTRACTOR is to grade the Project Site to ensure on-site proper drainage.

Payment for grading, and compaction, protection and barricading, and for complying with all requirements of this Article shall be included in the lump sum price paid for **Grading** and shall include full compensation for furnishing all labor, tools, equipment, and materials and doing all work involved, and no additional compensation will be allowed.

ARTICLE 14 – DEMOLITION AND DISPOSAL OF IMPROVEMENTS

The CONTRACTOR shall provide specified equipment, with operators and appropriate staffing, for demolition and disposal of debris. The CONTRACTOR shall provide all labor and materials necessary removal to fully operate and maintain all equipment necessary to provide debris clearing and removal services.

The CONTRACTOR shall remove all debris from the Project site including but is not limited to asphalt, concrete, plaster, rocks, bricks, sand, dirt, blocks or any other materials commonly used in street improvement or landscaping material. All waste building materials, rubble and spoils resulting from construction, remodeling, repair and demolition operations on any surface improvements shall be removed.

The CONTRACTOR shall also remove and dispose of bulk trash and all other matter, which by reason of size and/or shape are not readily containable.

The CONTRACTOR shall also remove and dispose of all putrid and non-putrid solid wastes within the Project site, including, but not limited to, wrapped garbage, wrapped small dead animals, rags, bottles, bedding, clothing, metal scraps, grass and weed clippings, twigs, tree limbs, and other similar waste and debris.

The CONTRACTOR shall inform the SUCCESSOR AGENCY in writing which landfill will receive debris from the Project site.

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract bid prices paid for in the appropriate demolition item in the bid and no additional compensation will be allowed therefor.

ARTICLE 15 – REMOVAL AND DISPOSAL OF LIGHT STANDARDS

The CONTRACTOR shall remove and dispose of one (1) light standards and their concrete bases located around the perimeter of the structure. The Contractor shall ensure that the light standard is de-energized prior to saw cutting each light standard at its base including electrical wiring.

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract bid prices paid for **Removal and Disposal of Light Standards** and no additional compensation will be allowed therefor.

ARTICLE 16 – REMOVAL & DISPOSAL OF AT GRADE & BELOW GRADE IMPROVEMENTS

The CONTRACTOR shall provide all labor, machinery, and materials necessary to excavate and demolish all at grade and below grade improvements (concrete, concrete asphalt, asphalt, metal)

and remove the debris from the Project site. In addition, the CONTRACTOR shall remove and dispose of all hardscape consisting of concrete, concrete asphalt, asphalt, and metal located adjacent to the structure.

The CONTRACTOR shall provide all labor, machinery, and materials necessary to excavate and remove all asphalt and concrete located throughout the entire site.

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract bid prices paid for **Removal and Disposal of Below Grade Structures** and no additional compensation will be allowed therefor.

ARTICLE 17 – REMOVAL AND DISPOSAL OF LANDSCAPING

The CONTRACTOR shall remove all trees, bushes, and vegetation from the Project Site. This includes one (1) palm tree and ground shrubs/weeds that are found throughout the Project Site.

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract bid prices paid for and no additional compensation will be allowed therefor.

ARTICLE 18 - COMPLETION AND ACCEPTANCE

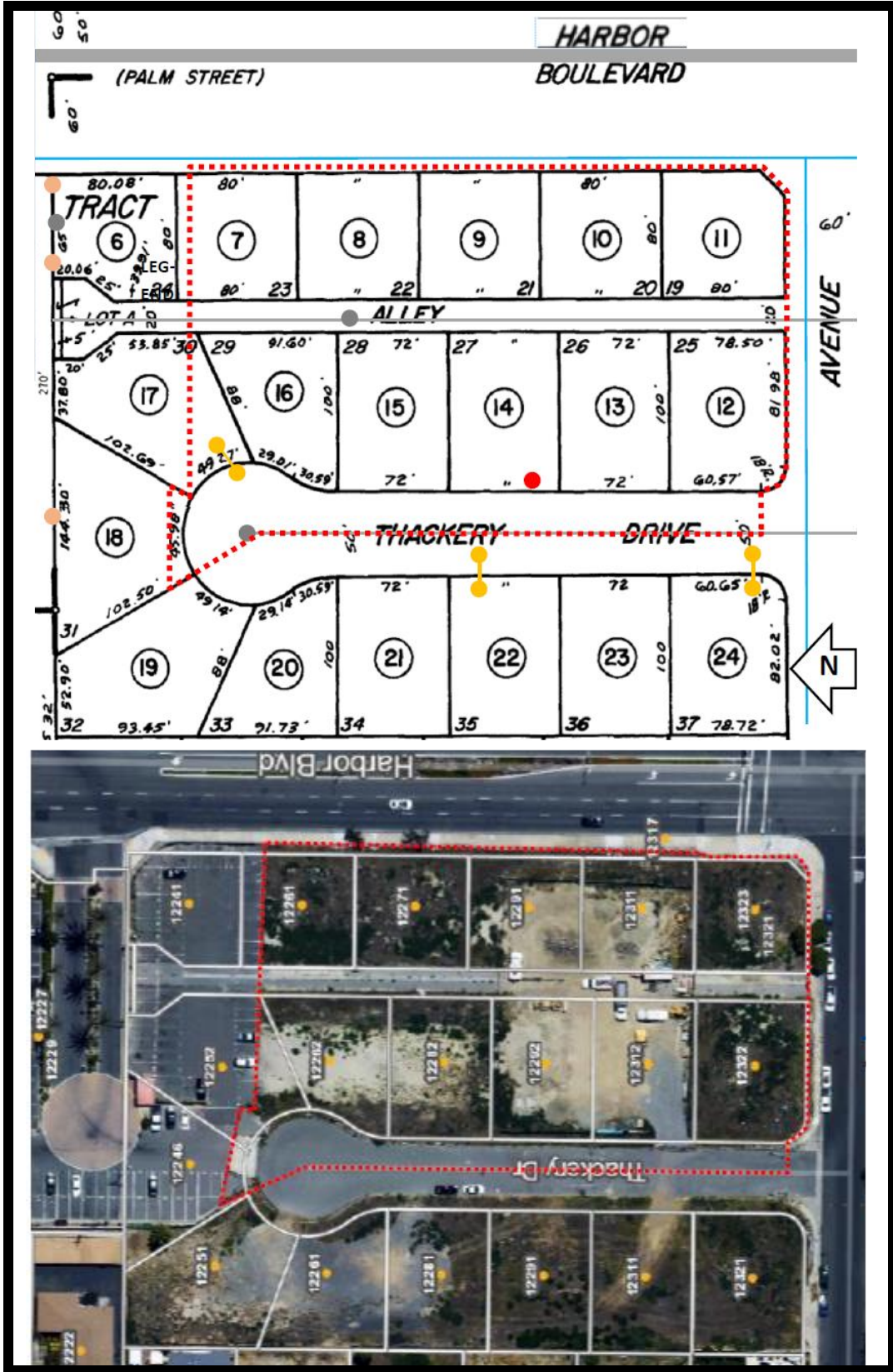
Upon receipt of the CONTRACTOR's written assertion that the work has been completed, the Economic Development Division or his authorized representative will inspect the work for acceptance. Because of the subsequent inspection, a "punch list" shall be prepared by the Economic Development Division and submitted to the CONTRACTOR for compliance and/or repair to the constructed improvements.

The project is considered certifiable for completion and acceptance when all liens and/or claims for labor, materials, tools and equipment have been paid for and all liens and/or claims releases are received by the SUCCESSOR AGENCY; when all Contract items of work have been completed, including changes to the plan, with acceptable workmanship; when all repairs to damaged existing structures, appurtenances and improvements have been completed and accepted by the respective owners; when the project site and all areas occupied by the CONTRACTORS are left in a neat and presentable condition. The adjacent public right-of-way shall be swept and washed with water. All main storm drain lines and laterals shall be flushed with water, free from dirt and all debris and rubbish. All corrections noted in the "punch list" must be approved and accepted by the Economic Development Division.

If, in the SUCCESSOR AGENCY's judgment, the work has been completed and is ready for acceptance, he will so certify to the SUCCESSOR AGENCY, which will accept the completed work. The Economic Development Division will, in his certification, give the date when the work was completed. This will be the date when the CONTRACTOR is relieved from responsibility to protect the work and the end of assessment of liquidated damages. Retention shall be released thirty (30) days after the Notice of Completion is approved by the SUCCESSOR AGENCY and recorded by the County Recorder's Office.

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract bid prices paid for the various contract items of work and no additional compensation will be allowed therefor.

SITE PLAN



MINUTES

THE CITY OF GARDEN GROVE AS SUCCESSOR AGENCY
TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

Regular Meeting

Tuesday, August 24, 2021

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

CONVENE MEETING

At 6:44 p.m., Chair Jones convened the meeting.

ROLL CALL PRESENT: (5) Members Brietigam, D. Nguyen,
Klopfenstein, K. Nguyen, Chair Jones

ABSENT: (2) Members O'Neill, Bui

ORAL COMMUNICATIONS

Speakers: Jose Guevara, Nicholas Dibs, Nick Berardino, Mary Richard, Ron Bengochea, Tom Raber, Nomabah Kadenehi, Baac Garcia, Lupe Lopez, Sophia Seaboy, Art Pedroza, A citizen.

RECESS

At 7:17 p.m. Chair Jones recessed the meeting.

RECONVENE MEETING

At 7:21 p.m. Chair Jones reconvened the meeting with Members Brietigam, D. Nguyen, Klopfenstein, and K. Nguyen present.

RECEIVE AND FILE MINUTES FROM THE MEETING HELD JULY 27, 2021
(F: Vault)

It was moved by Member K. Nguyen, seconded by Member Brietigam that:

Minutes from the meeting held on July 27, 2021, be received and filed.

The motion carried by a 5-0-2 vote as follows:

Ayes: (5) Brietigam, D. Nguyen, Klopfenstein, K. Nguyen, Jones
Noes: (0) None
Absent: (2) O'Neill, Bui

ADJOURNMENT

At 7:22 p.m., Chair Jones adjourned the meeting. The next Regular Successor Agency Meeting will be Tuesday, September 14, 2021, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, 92840.

Teresa Pomeroy
Secretary