

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Matthew J. Fertal	From:	Chief Polisar
Dept:	City Manager	Dept:	Police Department
Subject:	EMERGENCY COMMAND CENTER GARAGE	Date:	January 13, 2009

OBJECTIVE

To request that the City Council authorize an agreement with Thomco Construction Inc. in the amount of \$97,790 for the construction of a garage for the City's Emergency Command Center vehicle.

BACKGROUND

The Police Department is seeking to construct a garage to secure and protect the recently purchased LDV Emergency Command Center vehicle. The facility will be constructed in the City owned parking lot adjacent to the Police Department Annex building, located at 11400 Stanford Avenue.

ANALYSIS

Specifications were prepared and sent to prospective bidders. In response to prescribed bidding procedures, the following three bids were received:

<u>Bidder Name</u>	<u>Total Bid Amount</u>
Thomco Construction, Inc. Anaheim, Ca.	\$97,790
Warvi Construction, Inc. Huntington Beach, Ca.	\$123,000
Grace Building Maintenance Co, Inc. Los Angeles, Ca.	\$172,500

The lowest qualified bidder is Thomco Construction, Inc.

FINANCIAL IMPACT

The financial impact is \$97,790, and funding has been received from law enforcement grants.

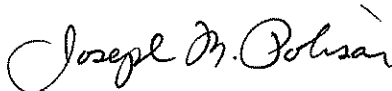
COMMUNITY VISION IMPLEMENTATION

Our vision is to provide an updated, safe, and comfortable facility to assist in providing excellent service for a high quality of life, as outlined in the City of Garden Grove's Strategic Plan.

RECOMMENDATION

It is recommended that City Council:

- Award the contract to the lowest qualified bidder, Thomco Construction, Inc., Anaheim, CA., for the Emergency Command Center's vehicle garage in the amount of \$97,790.
- Authorize the City Manager and City Clerk to execute the agreement on behalf of the City.



JOSEPH POLISAR  
Chief of Police

**Recommended for Approval**



Matthew Fertal  
City Manager

By: Lt. Steve Sanders  
Planning & Research Manager 

Attachment: Contract from Thomco Construction, Inc.

**SECTION 4 - AGREEMENT****PROJECT AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **Thomco Construction, Inc.**, hereinafter referred to as ("CONTRACTOR").

**RECITALS:**

The following recitals are a substantive part of this Agreement:

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

CITY desires to utilize the services of CONTRACTOR to Furnish all Labor, Materials, Tools, and Equipment Necessary for the Construction of a Garage for the Police Emergency Command Station Vehicle in the City of Garden Grove.

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 Firm Fixed Price (FFP) in the amount of Ninety Seven Thousand Seven Hundred Ninety Dollars (\$97,790.00) payable in arrears. Payment for work under this Agreement shall be made per invoice for work completed. All work shall be in accordance with Bid No.S-1033 and Proposal and Technical Specification (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 CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein,

and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

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

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

**4.3 Project. The PROJECT is described as:** Furnish all Labor, Materials, Tools, and Equipment Necessary for the Construction of a Garage for the Police Emergency Command Station Vehicle in the City of Garden Grove.

**4.4 Plans and Specifications.** The work to be done is described in a set of detailed Plans and Specifications entitled: Furnish all Labor, Materials, Tools, and Equipment Necessary for the Construction of a Garage for the Police Emergency Command Station Vehicle in the City of Garden Grove. Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City which are also incorporated herein and referred to by reference.

**4.5 Time of Commencement and Completion.** CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within one hundred twenty (120) calendar days from commencement of work excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.

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

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

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

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

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

CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

#### **4.9 Changes in Project.**

- 4.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:
- a. in the Specifications (including drawings and designs);
  - b. in the time, method or manner of performance of the work;
  - c. in the City-furnished facilities, equipment, materials, services or site; or
  - d. directing acceleration in the performance of the work.
- 4.9.2** A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.
- 4.9.3** Except as provided in this Section 4.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.
- 4.9.4** If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- 4.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.

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

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

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

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

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

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the

work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

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

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

**4.14 Contractor's Employee Compensation.**

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

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

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

**4.14.4 Apprentices.** Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days, or more; or if



contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more for five **(5)** working days or more.

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

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

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

#### **4.16 Insurance.**

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

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

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

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

**4.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be canceled without thirty (30) days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the

work under this Contract is satisfactorily and fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

- |   |  |
|---|--|
| -Workers' Compensation  | In accordance with the Workers' Compensation Act of the State of California. |
| -Commercial General Liability including mobile equipment, if any, written on a per occurrence basis: (Claims made and modified policies are not acceptable) | \$2,000,000 per occurrence, if any,  |
| -Automobile Liability including all owned, non-owned, leased, hired and mobile equipment, if any, written on a per occurrence basis                         | \$2,000,000 combined single limit  |

CITY or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates of insurance and endorsements. CONTRACTOR shall pay all of the premiums on the insurance hereinabove and is required to maintain such insurance coverage during the term of the contract.

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

including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

#### **4.18 Termination.**

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

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

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

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

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

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR

fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

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

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

To:

a. (CONTRACTOR)  
Thomco Construction, Inc.  
Attention: Diana L. Thompson  
1279 N. Patt Street  
Anaheim, CA 92801

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

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

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

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

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

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(Contract Signature Block On Next Page)

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

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Thomco Construction, Inc.**

Contractor's State Lic. No. 730401

Expiration Date. 2/28/10

By: David J. Johnson

Title: PRESIDENT

Date: 10/29/08

Tax ID No. 33-0728265

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

**APPROVED AS TO FORM:**

Oliver Anderson, Jr.  
Garden Grove City Attorney

ADDENDUM No. 1

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: September 24, 2008

Date Effective: September 24, 2008

IFB No. S-1033

Contract: Furnish all Labor, Materials, Tools, and Equipment Necessary for the Construction of a Garage for the Police Emergency Command Station Vehicle in the City of Garden Grove.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. Contact Information for Action Awning Inc., is as follows:  
Phone Number: 714-879-2711  
Contact Person: Seth Harrelson  
Address: 1815 N. Orangethorpe Park, Suite C, Anaheim, CA 92801
3. Questions asked at the Pre-Bid Meeting on September 24, 2008:
  - A) Question: Are the roll up doors to be installed by the Contractor?  
  
Answer: Yes
  - B) Question: May we have a copy of the Sign In Sheet from the Pre-Bid Meeting on September 24, 2008?  
  
Answer: Attendee list is attached for your review.

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

Issued by:

Sandra Segawa  
Purchasing Agent  
City of Garden Grove

ADDENDUM No. 2

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: September 30, 2008

Date Effective: September 30, 2008

IFB No. S-1033

Contract: Furnish all Labor, Materials, Tools, and Equipment Necessary for the Construction of a Garage for the Police Emergency Command Station Vehicle in the City of Garden Grove.

INTENT

1. This addendum is issued prior to receipt of proposals to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. The plans and specifications call for metal roof and siding. Some notes refer to aluminum. The clarification changes that and requires all metal roofing and siding to be the following or better:
  - a) All metal roofing and siding shall be HR 36 x 24 ga. steel panels, galvanized and coated with "KAYNAR" finish in color to be selected later.
  - b) Roof edges to be capped with 1-1/2" X 1-1/2" L-angle 26 ga. (Equal or better)
  - c) Roof vents to be framed using 2" square steel tubing .090 ga. (Equal or better)

No guttering on roof required.

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

Issued by:

Sandra Segawa  
Purchasing Agent  
City of Garden Grove



ADDENDUM No. 3

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: October 10, 2008

Date Effective: October 10, 2008

IFB No. S-1033

Contract: Furnish all Labor, Materials, Tools, and Equipment Necessary for the Construction of a Garage for the Police Emergency Command Station Vehicle in the City of Garden Grove.

INTENT

1. This addendum is issued prior to receipt of bids to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in bidder's submittal.
2. Page 3, Bid Submittal Date, Revise item as follows:

The Proposal Submittal Date is hereby changed from 2:00 p.m., Monday, October 13, 2008 to a new Bid Submittal Date of **2:00 p.m., Thursday, October 16, 2008.**

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

Issued by:

Sandra Segawa  
Purchasing Agent  
City of Garden Grove

ADDENDUM No. 4

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: October 14, 2008

Date Effective: October 14, 2008

IFB No. S-1033

Contract: Furnish all Labor, Materials, Tools, and Equipment Necessary for the Construction of a Garage for the Police Emergency Command Station Vehicle in the City of Garden Grove.

INTENT

1. This addendum is issued prior to receipt of bids to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in bidder's submittal.

2. Questions Submitted:

a. **Question:** Sheet A-1, Note 5, under "Work to be Done by the City", it states that the City is removing all asphalt required for the new building. Is this correct? It also states, "Ready for Compaction." Is the City going to remove soil as necessary to accept the required 2" sand and new 5" slab for the proper elevation? Please clarify.

**Answer:** The City will do all of the onsite demolition listed herein. They will remove all existing trees, landscaping irrigation in area of new work. They have already installed the new drive approach and sidewalk. (All of this work will be completed before General Contractors work begins.) The City will install required landscaping and landscape sprinkler system near the end of construction or after construction is completed with cooperation between General Contractor and City.

b. **Question:** Sheet A-1, Note 6, under "Work to be Done by the City", states the City is to supply and install the new roll up doors, but in the specifications, section 08220, there is no note, as in other sections that state the City is performing this scope of work. Please clarify if the City is supplying and installing the roll up doors or is the general contractor?

**Answer:** The General Contractor will do all other site work required but not omitted by item 1 above. This will include but is not limited to:

1. Removing asphalt, planter curb and excess dirt in area of the new garage and driveway areas.
2. Compacting site area under footings and garage slab.

- c. **Question:** Sheet A-1, Note 7, under Work to be Done by the City, it states that the City is performing all asphalt patching. Is this correct? Please clarify.

**Answer:** The General Contractor will construct the main structure complete. This will include but is not limited to:

1. Installing new footings, slab, and new concrete block walls where shown on the plans. Existing fence forming lower portion of the North wall to remain. Footing and wall were previously designed to take any additional load being added by new roof structure
2. Installing metal roof structure including roof and sides. (This portion to be done by the subcontractor specializing in this work, under the direction of the General Contractor.
3. Installing new overhead rollup doors

- d. **Question:** Since there are no civil drawings or elevations provided, is the new concrete slab to meet flush with the (e) asphalt in the west end of the garage? Detail 1, sheet A-2, shows the slab higher than what should be the parking lot side? Is it higher, please provide an elevation so we can determine if we are removing soils or not.

**Answer:** The concrete slab inside the new structure shall be sloped to the front and rear at the same rate of slope based on existing grades. It will be the responsibility of the General Contractor to ascertain the exact existing grades and coordinate the location of the high point of the slab inside the garage to maintain an even and flush slope at both doors. The new grades are shown on the clarification sheet A-1 (clarification). Existing grades are also spotted at strategic locations in .1 (tenths of a foot). All asphalt patching and tapering of the asphalt required to match the slab and existing paving shall be determined by General Contractor using normal acceptable slopes as accepted by the Building Dept.

- e. **Question:** Sheet A-2, Detail 3, has a small added note, "paint meal seem white", is there a paint spec or is it up to the general contractors on how and what material to paint? Also, are both the inside and outside to be painted? Finally, are the siding and all steel members to be painted as well? Please clarify.

**Answer:** In regard to the question as to the finish of the metal roof

and sides. The outside of both the roof and the sides shall be finished per Clarification #1. ("KAYNAR" finish or approved equal.) The interior beams and structural members are to be galvanized, primed and painted in a white or off white color (to be selected by Owner). Paint shall be type appropriate for use and recommended by manufacturer of metal portion of structure.

f. **Question:** Will Builder's All Risk Insurance be Required?

**Answer:** Yes, it will be required to protect the existing structure.

3. A 24'X36" print designated as A-1 clarification, to be sent out via USPS on October 15, 2008.
4. Page 3, Bid Submittal Date, Revise item as follows:

The Proposal Submittal Date is hereby changed from 2:00 p.m., Thursday, October 16, 2008 to a new Bid Submittal Date of **2:00 p.m., Thursday, October 23, 2008.**

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

Issued by:

Sandra Segawa  
Purchasing Agent  
City of Garden Grove

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**SECTION 2 - PROPOSAL**

THE HONORABLE MAYOR AND CITY COUNCIL  
 CITY OF GARDEN GROVE  
 11222 ACACIA PARKWAY  
 GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications to: Furnish all Labor, Materials, Tools, and Equipment Necessary for the Construction of a Garage for the Police Emergency Command Station Vehicle in the City of Garden Grove. HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

<b>BID PROPOSAL (IFB No. S-1033)</b>			
<b>Item</b>	<b>Address</b>	<b>Street</b>	<b>Total Cost</b>
Construction of Garage for Police Command Vehicle	12789	8 <sup>th</sup> Street Garden Grove, CA	\$ 97,790.00
<b>Total Cost of Project In Written Words</b>			
Ninety-Seven Thousand Seven Hundred Ninety Dollars and No Cents.			
<b>Lump Sum (MUST BE FILLED IN)</b>			
The above bid price includes all applicable taxes for the pricing proposed in this submittal.			
<b>Note:</b> In case of discrepancy between the words and figures, the words prevail.			

It is understood and agreed that:

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

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

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

<u>Amendment No.</u>	<u>Date</u>
<u>1</u>	<u>9/24/08</u>
<u>2</u>	<u>9/30/08</u>
<u>3</u>	<u>10/10/08</u>
<u>4</u>	<u>10/14/08</u>

(e) The undersigned is licensed in accordance with the Laws of the State of California.

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**Section 2 - Proposal (Cont.)**

Check below where appropriate:

Partnership: That \_\_\_\_\_ are partners, doing  
(Names of all Partners)

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

Corporation: That President Thomco Construction, Inc. of  
makes (President or Secretary) (Name of Corporation)

the accompanying proposal.

Individual: That \_\_\_\_\_ is the bidder and makes the  
(Name of Individual)

accompanying proposal.

Date: 10/13/08      Thomco Construction, Inc.  
Company Name  
1279 N. Patt Street  
Address  
Anaheim, CA 92801  
City - State - Zip  
714/447-0010  
Telephone  
730401  
Calif. Contractors Lic. No.  
Thomco Construction, Inc.  
Bidder's Name (Please Print)

  
\_\_\_\_\_  
Authorized Signature

## ATTACHMENT "A"

### PROJECT DATA IFB No. S-1033

**OWNER:**

City of Garden Grove, CA  
C/o City of Garden Grove Public Works Dept.  
13802 Newhope St.  
Garden Grove, CA 92843  
(714) 741 5380

**DESCRIPTION OF WORK:**

Construction of new (approximately 17'-4" x 50'-0" – See Plans) structure to house special emergency command vehicle for the City of Garden Grove Police Dept. Work consists of:

1. Removal of hardscape and landscape, curb, gutter, landscape sprinklers, and misc. materials in area of new garage.
2. Construction of new masonry wall and reuse of existing concrete masonry fence to form exterior walls up 8'-0" high. New walls to be complete with designed reinforcing and footings. Existing wall and footing to remain.
3. Installation of steel framework and canopy, engineered for all required loads, including wind and seismic requirements.
4. Installation of new steel overhead doors and operators.

The City of Garden Grove will accept proposals from qualified Contractors to furnish and install the building as described in plans and specifications.

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

The City will do all demolition work and stub out within 5'-0" of the pad, all plumbing and electrical as required for the winning proposal.

All structural engineering related to the new building will be the provided by the City, with this exception:

The metal canopy portion, if modified in any way by the specific contractor doing this work, Must provide structural engineering and design and have it approved by the City Building Dept. and the Public Works Dept. Compaction of the pad and fine grading will be done by the accepted General Contractor.

**PERMITS:** All required Permits will be obtained and paid for by the City.

**OCCUPANCY:** U  
**Type of Construction** V-B  
**ZONE:** (CPA 24) verify



# ATTACHMENT "A"

## SECTION 01001

### BASIC REQUIREMENTS

#### PART 1 GENERAL

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

#### SECTION INCLUDES

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

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### F. Construction Facilities and Temporary Controls:

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

### G. Material and Equipment:

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

### H. Starting of Systems:

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

### I. Contract Closeout:

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

## A SUMMARY OF WORK:

1

### 1.1 WORK BY CONTRACTOR:

The new work shall be constructed in and around the existing buildings and park facilities

### 1.2 WORK BY OWNER

The Owner will furnish to the Contractor for the Contractor to install, all items listed in section 11005 "MISC. SPECIALTIES AND EQUIPMENT", for installation unless noted otherwise. Contractor or his subcontractor shall include in the bid allowance for installation of said equipment supplied by the Owner.

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### B. CONTRACT CONSIDERATIONS:

#### 1.3 MINIMUM REQUIREMENTS:

Details and specific requirements in these plans are minimum requirements only. All work shall conform to the Uniform Building Code (current prevailing edition), unless the governing building department has different standards. All local applicable ordinances, laws, standards and regulations shall be adhered to. It shall be assumed that the mechanics, craftsmen and subcontractors are sufficiently competent and knowledgeable in their own specific areas of work to be familiar with these applicable codes and requirements at the time of bidding and claimed ignorance of these standards during constructions shall not constitute a basis for obtaining extra charges. The act of offering a bid proposal shall be interpreted as evidence that the contractor or subcontractor has fully examined the site, the plans and all contract documents affecting the work and unless he has notified the owner in writing of any conflict or condition which would prevent him from producing a completed and operational project, he shall be held to performance of the contract in every way and as reasonably implied therein.

#### 1.4 USE OF PREMISES

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

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

#### 1.5 PLANS, PERMITS AND LICENSES:

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

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### 1.6 INSPECTION AND TESTING ALLOWANCE

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

### 1.7 SCHEDULE OF VALUES

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

### 1.8 APPLICATIONS FOR PAYMENT

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

### 1.9 ALTERNATES

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

## C. COORDINATION AND MEETINGS:

### 1.10 COORDINATION

- A. Coordinate scheduling, submittal, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable.
- D. In finished areas, conceal pipes, ducts, and wiring within the construction.

### 1.11 FIELD ENGINEERING:

- A. Employ a Land Surveyor to locate a reference datum and protect survey control and reference points.

## **ATTACHMENT "A"**

- B. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform with Contract Documents.

### **1.12 CUTTING AND PATCHING**

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

### **1.13 CONFERENCES**

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

### **1.14 PROGRESS MEETINGS**

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

## **D. SUBMITTALS:**

### **1.15 SUBMITTAL PROCEDURES**

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

## **ATTACHMENT "A"**

- D. Revise and resubmit submittal as required; identify all changes made since previous submittal.

### **1.16 CONSTRUCTION PROGRESS SCHEDULES**

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

### **1.17 PROPOSED PRODUCTS LIST**

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

### **1.18 SHOP DRAWINGS**

- A. Submit in the form of one reproducible transparency and five 5 opaque reproduction.

### **1.19 PRODUCT DATA**

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

### **1.20 SAMPLES**

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

### **1.21 MANUFACTURERS' INSTRUCTIONS**

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

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### 1.22 MANUFACTURER'S CERTIFICATES

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

### E. QUALITY CONTROL:

#### 1.23 QUALITY ASSURANCE/CONTROL OF INSTALLATION

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

#### 1.24 REFERENCES

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

#### 1.25 FIELD SAMPLES

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

#### 1.26 INSPECTION AND TESTING LABORATORY SERVICES

- A. If Owner requires additional testing, other than that normally required or called for in the plans and specifications, Owner will appoint and employ services of an independent firm to perform inspection and testing at Owners option. If after testing the item does not meet the required specification, Contractor shall pay for services of retesting. All other testing shall be paid for by the General Contractor.
- B. The independent firm will perform inspections, tests, and other services as required.
- C. Cooperate with independent firm; furnish samples as requested.

## **ATTACHMENT "A"**

- D. Re-testing required because of non-conformance to specified requirements will be charged to the Contractor.
- E. Report observations and site decisions or instructions that are supplemental or contrary to manufacturers' written instructions.

### **F. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS:**

#### **1.27 TEMPORARY ELECTRICITY**

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

#### **1.28 TEMPORARY LIGHTING**

- A. Provide and maintain temporary lighting for construction operations.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Permanent building lighting may be utilized during construction.

#### **1.29 TELEPHONE SERVICE**

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

#### **1.30 TEMPORARY WATER SERVICE**

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

#### **1.31 TEMPORARY SANITARY FACILITIES**

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

#### **1.32 BARRIERS AND FENCING**

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



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### 1.33 PROTECTION OF INSTALLED WORK

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

### 1.34 SECURITY

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

### 1.35 PARKING

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

### 1.36 PROGRESS CLEANING

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

### 1.37 PROJECT IDENTIFICATION

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

### 1.38 FIELD OFFICES AND SHEDS

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

### 1.39 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

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### G. MATERIAL AND EQUIPMENT:

#### 1.40 PRODUCTS

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

#### 1.41 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

#### 1.42 PRODUCT OPTIONS

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

#### 1.43 SUBSTITUTIONS

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

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### H. STARTING SYSTEMS:

#### 1.44 STARTING SYSTEMS

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

#### 1.45 DEMONSTRATION AND INSTRUCTIONS

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

#### 1.46 TESTING, ADJUSTING, AND BALANCING

- A. Contractor shall appoint and employ services of an independent firm to perform testing, adjusting, and balancing. Contractor shall pay for these services as part of the General Contract.
- B. Reports will be submitted by the independent firm to the City indicating observations and results of tests and indicating compliance or non-compliance with specified requirements and with the requirements of the Contract Documents.
- C. Cooperate with independent firm; furnish assistance as requested.
- D. Re-testing required because of non-conformance to specified requirements will be charged to the Contractor.

### I. CONTRACT CLOSEOUT:

#### 1.47 CONTRACT CLOSEOUT PROCEDURES

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

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### 1.48 FINAL CLEANING

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

### 1.49 ADJUSTING

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

### 1.50 PROJECT RECORD DOCUMENTS

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

### 1.51 OPERATION AND MAINTENANCE DATA

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

### WARRANTIES

- E. Contractors shall provide a one year guarantee against defective workmanship and materials. The Contractor shall upon notification, immediately correct any and all defects that may occur within one year after signing the notice of completion. Contractor shall at the completion of the job, furnish the owner with all required "as built" drawings, all operating manuals for installed equipment and all

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manufacturers warranties and guarantees.

- F. Provide duplicate notarized copies.
- G. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- H. Submit prior to final Application for Payment.

### **1.52 SPARE PARTS AND MAINTENANCE MATERIALS**

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

**END OF SECTION**

## **ATTACHMENT "A"**

### **SECTION 02055 DEMOLITION**

#### **1 PART 1: GENERAL**

##### **1.1 SCOPE OF WORK (THIS PORTION OF WORK WILL BE DONE BY THE CITY)**

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

##### **1.2 SECTION INCLUDES:**

- A. Removal of existing curb, gutter, trees, landscaping, landscape sprinklers, paving, sidewalk etc. not required to remain to complete the project as drawn.

##### **1.3 REGULATORY REQUIREMENTS**

- A. Conform to the requirements of the City of Garden Grove and OSHA standards for demolition of structure, safety of adjacent structures, dust control, service utilities, discovered hazards, and asbestos removal if required.

#### **2 PART 2: PREPARATION**

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

#### **3 PART 3: EXECUTION**

##### **3.1 DEMOLITION REQUIREMENTS**

- A. Conduct demolition to minimize interference with adjacent structures and building areas not scheduled to be removed.
- B. Maintain protected egress and access at all times. Do not close or obstruct roadways sidewalks without permits.
- C. Cease operations immediately if adjacent structures appear to be in danger. Notify Owner and Architect.

##### **3.2 SELECTIVE DEMOLITION**

- A. Demolish and remove components in an orderly and careful manner, in sequence as indicated on Drawings or as required by General Contractor to obtain an efficiently run operation..

## **ATTACHMENT "A"**

- B. Protect existing supporting structural members and finishes scheduled to remain.

### **3.3 PREPARATION**

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

### **3.4 CLEAN UP**

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

**END OF SECTION**

# ATTACHMENT "A"

## SECTION 03001

### CONCRETE

#### 1 PART 1 GENERAL

##### **1.1 SCOPE OF WORK: (SEE PLANS FOR PORTION OF WORK TO BE CONSTRUCTED BY CITY AND PORTION CONSTRUCTED BY GENERAL CONTRACTOR.)**

That portion of work not considered a part of the main structures shall be accomplished by the City after the new structure is in place. General Contractor shall furnish all labor, material, tools and equipment necessary for and incidental to the completion of all CONCRETE WORK as shown on the drawings or specified herein. This Section relies extensively on Section 01001 of these specifications and all requirements therein must be adhered to by this Contractor.

##### **1.2 SECTION INCLUDES**

- A. New concrete footings and slab of new building.
- B. Preparation and fine grading for above.

##### **1.3 WORK INCLUDED:**

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

##### **1.4 GENERAL:**

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

##### **1.5 PERMITS, LICENSES AND INSPECTIONS:**

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

##### **1.6 QUALITY ASSURANCE**

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



## ATTACHMENT "A"

### 2 PART 2 PRODUCTS

#### 2.1 REINFORCEMENT MATERIALS

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

#### 2.2 CONCRETE MATERIALS

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

#### 2.3 CONCRETE MIX

- A. Ready-mixed concrete shall conform to U.B.C. Standard no. 26-13. Mix and deliver concrete in accordance with ASTM C94.
- B. Provide concrete of the following strength:
  - 1. Compressive Strength: 1,650 psi (7 day).
  - 2. Compressive Strength: 2,500 psi (28 day).
  - 3. Slump: 4 to 5 inches.

### PART 3 EXECUTION

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

#### 3.1 REINFORCEMENT PLACEMENT

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

#### 3.2 PLACING CONCRETE

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's instructions.
- B. Place concrete continuously between predetermined expansion, control and construction joints. Do not break or interrupt successive pours such that cold joints occur.

## **ATTACHMENT "A"**

- C. Where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack with non-shrink grout.

### **3.3 CONCRETE WALK FINISHING**

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

### **3.4 CURING**

- A. CURING METHOD: Apply sodium silicate base curing compound "CURE-TREAT R.T.U." as manufactured by D.F.C.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

### **3.5 DEFECTIVE CONCRETE**

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

**END OF SECTION**

**\*\*\*\*\*END\*\*\*\*\***

**ATTACHMENT "A"**

**SECTION 04300**

**UNIT MASONRY**

**PART 1 GENERAL**

**a. SCOPE OF WORK:**

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

**b. SECTION INCLUDES**

The section includes but is not necessarily limited to the following items:

Exterior concrete block masonry walls including reinforcing and - grouting.

**c. RELATED WORK SPECIFIED ELSEWHERE:**

1. Concrete work under section 03001 "CONCRETE".
2. Furnishing of Misc. Metals specified under that section.

**d. SUBMITTALS:**

**Samples:** Submit two samples of each of the concrete block to illustrate color, texture, design and extremes of color range.

**PART 2 PRODUCTS**

**e. CONCRETE MASONRY UNITS**

**CONCRETE BLOCK MASONRY:** shall be SIZE, TYPE, TEXTURE, AND COLOR AS NOTED ON DRAWINGS. Color to match existing adjacent Police building fence. Medium weight, type I - moisture controlled, grade S, conforming to ASTM spec C90, UBC Standard 21-4 or c-55 UBC standard 21-3.

**MORTAR** shall conform to ASTM C 270 with a min. fc of 1,800 PSI in 28 days. Mortar shall be composed of 1/2 parts lime putty or dry hydrated lime, 1 part Portland Cement, 4-1/2 parts sand (max.), based on dry loose volume.

**CEMENT** shall be type II conforming to ASTM C 150.

**LIME** shall be hydrated conforming to ASTM C 207.

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**AGGREGATES** shall be clean, sharp and free from injurious amount of dust, lumps, shale, alkali, surface coatings and organic matter.

1. Aggregate for mortar shall conform to ASTM C 144.
2. Aggregate for grout shall conform to ASTM C 404.

**WATER** shall be clean and potable.

**GROUT** for filling cells shall be 2,000 PSI concrete at 28 days with 3/8" max. size aggregate, a minimum of 7-1/4 sacks of cement per cu. yard, and a max. slump of 9 inches.

### **REINFORCEMENT AND ANCHORAGE**

Reinforcing Steel: ASTM A615, 40 ksi yield grade, deformed billet bars

**SEALCOAT:** Exterior seal coat shall be "Duraseal" as manufactured by "Envorseal Corp. of Port St. Lucie FL. It shall be applied at coverage rate recommended by the manufacturer.

## **PART 3 EXECUTION**

### **EXAMINATION AND PREPARATION**

Verify that field conditions are acceptable and ready to receive Work.

Coordinate placement of anchors supplied to other Sections.

### **SPECIAL INSPECTION:**

A. Shall meet all requirements of the latest California Building Codes and Standards of the Industry.

### **COURSING**

A. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.

Concrete Masonry Units: Lay in running bond except where noted otherwise. Course one unit and one mortar joint to equal 8 inches. Form concave mortar joints at all exterior conditions, and flush mortar joints at interiors.

Cut mortar joints flush on interior of runs and wards.

### **REINFORCEMENT AND ANCHORAGES - REINFORCED UNIT MASONRY**

Reinforce stack bonded unit joint corners and intersections with strap anchors 16 inches oc.

### **CONTROL AND EXPANSION JOINTS**

Do not extend horizontal joint reinforcement through control and expansion

## **ATTACHMENT "A"**

joints.

### **TOLERANCES:**

Maximum Variation from Plumb: 1/4 inch per story, non-cumulative; 1/2 inch in two stories or more.

Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.

### **CUTTING AND FITTING:**

Cut and fit for chases, pipes, conduit, sleeves, grounds, and Coordinate with other Sections of Work to provide correct size, shape, and location.

### **EXTERIOR SEAL COAT:**

Material shall be applied to exterior of building over split faced concrete masonry or smooth masonry at new and existing walls. It shall be applied at coverage rate recommended by the manufacturer.

Cut and fit for chases, pipes, conduit, sleeves, grounds, and Coordinate with other Sections of Work to provide correct size, shape, and location.

### **CLEANING:**

Remove excess mortar and mortar smears.

Clean soiled surfaces with cleaning solution recommended by manufacturer.

**\*\*\*END OF UNIT MASONRY SECTION\*\*\***

## ATTACHMENT "A"

### SECTION 08220 STEEL OVERHEAD DOORS

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. Work Includes: Steel overhead doors and operators.
- B. Related Work:
  - 1. General Conditions, Supplementary Conditions and Division 1 Sections apply to this work.

##### 1.02 SUBMITALS

- A. Submit shop drawings and product data under provisions of Section 01300.
- B. Indicate frame configuration, anchor types and spacing, location of cutouts for hardware, reinforcement and finish.
- C. Indicate door elevations and internal, reinforcement.
- D. Submit manufacturer's product literature, fabrication descriptions and installation instructions under provision of Section 01300.

##### 1.03 REGULATORY REQUIREMENTS

- A. Fire-rated door and panel construction conforms to products tested under ASTM E152, UL10C & NFPA 252.
- B. Install door and panel assembly conforming to NFPA 80 for fire-rated class, ANSI A117.1 specifications for handicap accessibility, ADA requirements, ANSI A151.1 Mod. Swing cycle test in excess of 1,000,000 cycles.
- C. Flame Spread: All FRP component parts, including the gel coat finish, shall have a flame spread classification of 25 or less per ASTM E84 and shall be self extinguishing per ASTM D635 unless operating conditions dictate otherwise.
- D. Resins: Resins to meet with USDA and FDA standards for incidental food contact, if applicable to this project.

#### PART 2 – PRODUCTS

##### 2.01 ACCEPTABLE MANUFACTURERS

- A. Products manufactured by the following companies complying with these specifications will be acceptable:
  - a. Windsor Republic Doors
  - b. Cookston Co.
  - c. Companies who meet criteria of these companies and have a product deemed equal shall also be acceptable upon approval of Architect.

##### 2.02 DOORS

- 1. Steel Overhead doors shall be Windsor Rolling overhead doors, model 6100 or approved equal.
  - 2. Face sheets shall be 20 gauge, galvanized with powder coat finish. Color to be selected by Architect.
- A. Anchoring Systems

## **ATTACHMENT "A"**

1. Shall be as recommended by manufacturer and approved by Architect.  
Door will have to be anchored into masonry at lower 8'-0" and metal walls and roof above.

### **2.03 FABRICATION**

- A. Fabricate doors and frames as shown on the drawings and in accordance with best shop practices. Frames shall be rigid, neat in appearance and free from defects. Field measurements shall be taken as required for coordinating with adjoining work.
- B. Form exposed surfaces free from warp, wave and buckle, with all corners square, unless otherwise shown. Set each member in proper alignment and relationship to other members with all surfaces straight and in a true plane.

## **PART 3 – EXECUTION**

### **3.01 INSPECTION**

Installer shall examine the substrate and conditions under which doors will be mounted and notify the General Contractor in writing of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

### **3.02 INSTALLATION**

- A. General: Install doors, frames and accessories in accordance with final shop drawings.
- B. Door Installation
  - A. from date of shipment, provided that the structural integrity of the doors and frames have not been violated or compromised. (No unauthorized cuts, bores, or other structural alterations affecting the core of the door, or the structure of the frame.)
  - B. Normal wear and tear, or physical abuse of a specific installation is not part of this warranty.

**END OF SECTION**