

CITY OF GARDEN GROVE

INTER-DEPARTMENT MEMORANDUM

Garden Grove Agency for Community Development

To: Matthew Fertal From: Economic Development

Dept: Director

Subject: AWARD OF CONTRACT TO J & G INDUSTRIES FOR ASBESTOS ABATEMENT AND DEMOLITION OF SIX STRUCTURES LOCATED AT 12581-12721 HARBOR BOULEVARD AND 12601 AND 12602 LEDA LANE, GARDEN GROVE Date: August 23, 2011

OBJECTIVE

It is requested that the Garden Grove Agency for Community Development ("Agency") award a contract for asbestos abatement and demolition of six (6) structures at the Great Wolf site to J & G Industries, Inc. ("Contractor").

BACKGROUND

On May 12, 2009, the Agency and Garden Grove MXD, LLC, ("Developer") entered into a Disposition and Development Agreement and an amendment on April 13, 2010, the First Amended and Restated Disposition and Development Agreement (collectively, "DDA") for the sale and development of Agency owned property into a 600 room hotel and water park. The properties to be conveyed to the Developer include: 12601 Leda Lane, 12602 Leda Lane, 12581 Harbor Boulevard, 12591 Harbor Boulevard, 12625 Harbor Boulevard, and 12725 Harbor Boulevard. Pursuant to the DDA, the Agency is to abate asbestos containing building material, demolish and clear the site, remove all above ground structures and all foundations and substructures under existing buildings.

DISCUSSION

On April 29, 2011, staff solicited bids for the demolition of site improvements, traffic control, and asbestos abatement of six (6) structures. Five (5) bids were received and opened by the City of Garden Grove's Purchasing Division. The lowest qualified bidder is J&G Industries, Inc., with a total bid of \$315,973. Staff has reviewed the licenses and references of the contractor and found that the documentation is in order. The demolition of the site is to occur in three (3) phases. The first phase will consist of the demolition of the two (2) single-family residences on Leda Lane, the commercial building located at 12591 Harbor Boulevard, and clearing the

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remnants of the Firestation Motel formerly located at 12625 Harbor Boulevard. The second phase will consist of the demolition of the Humdinger Bar (12581 Harbor Boulevard). The final phase will be the demolition of the Travel Country RV Park (12721 Harbor Boulevard) upon the relocation of all site occupants. The anticipated demolition schedule is as follows:

| | |
|---------------------------------------|--------------------|
| Award Contract: | August 23, 2011 |
| Begin Demolition Phase 1 (estimated): | September 19, 2011 |
| Begin Demolition Phase 2 (estimated): | October 17, 2011 |
| Begin Demolition Phase 3 (estimated): | November 14, 2011 |

As part of the scope of work, the Contractor is to implement Best Management Practices to reduce or eliminate air and storm water pollution. In addition, the Contractor is to provide and implement traffic control in accordance with State of California Manual on Uniform Traffic Control Devices. A traffic control plan is to be submitted to the City of Garden Grove's Traffic Engineering Division prior to commencing with demolition.

FINANCIAL IMPACT

- The costs for asbestos abatement and site clearance have been budgeted in the Central Hub Package No. 8876 for the current fiscal year.

RECOMMENDATION

Based on the foregoing, staff recommends that the Agency:

- Award a contract to J&G Industries Inc., in the amount of \$315,973 for the asbestos abatement and demolition of six (6) structures;
- Authorize the Agency Director to execute the contract on behalf of the


Agency
JIM DELLALONGA

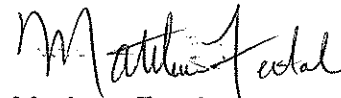
Senior Project Manager/Department Administrative Officer

By: Carlos Marquez
Senior Real Property Agent

Attachment 1: Bid Summary
Attachment 2: Project Agreement

mm(h:Staff/JD/Demo Contract Award sr 082311v1.doc)

Recommended for Approval



Matthew Fertal
Director

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

*Economic Development Department
Real Property Division*

Bid Summary Sheet

Asbestos Abatement and Demolition of Six Structures
At Great Wolf Site

Bid Opening: June 23, 2011

| Bidder's Name | Total Bid |
|------------------------------------|--------------|
| J&G Industries | \$315,973.00 |
| Interior Demolition, Inc. | \$354,745.00 |
| Vizion's West, Inc. | \$395,688.00 |
| Specialized Environmental | \$427,000.00 |
| NCM Demolition and Remediation, LP | \$500,800.00 |

SECTION 4 - AGREEMENT

PROJECT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2011 by the GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, corporate and politic ("AGENCY"), and **J & G Industries, 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 Agency for Community Development AUTHORIZATION, DATED _____.

AGENCY desires to utilize the services of CONTRACTOR to Furnish all Labor, Material, Equipment, for the Demolition, Site Improvement, Traffic Control and Asbestos Abatement of Six Structures 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 Not to exceed (NTE) amount of Three Hundred Fifteen Thousand Nine Hundred Seventy Three Dollars (\$315,973.00) payable in arrears and in accordance with Bid Proposal (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice for work completed. All work shall be in accordance with Bid No. S-1078 and the Technical Specification (Attachment A), which is attached and is hereby incorporated by reference.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of 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,

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 AGENCY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, AGENCY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure of refusal of the surety to satisfy said claims, AGENCY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event AGENCY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, 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 all Labor, Material, Equipment, for the Demolition, Site Improvement, Traffic Control and Asbestos Abatement of Six Structures 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, Material, Equipment, for the Demolition, Site Improvement, Traffic Control and Asbestos Abatement of Six Structures 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 AGENCY and shall diligently prosecute the work to completion within **FORTY FIVE (45)** calendar days from commencement of work excluding delays caused or authorized by the AGENCY 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 AGENCY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. 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 AGENCY; failure of AGENCY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by 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 AGENCY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

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 AGENCY for such time extension within fifteen (15) days of the commencement of such delay and AGENCY finds that the delay is justified. AGENCY'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 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 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 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. 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 CITY'S Engineer. The decision of the Engineer shall be final.

4.9 Changes in Project.

4.9.1 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 AGENCY which causes any change, provided CONTRACTOR gives the 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 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 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 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 AGENCY setting forth the general nature and monetary extent of such claim. The 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 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 AGENCY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the AGENCY and the AGENCY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the AGENCY. CONTRACTOR shall submit immediately to the 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 AGENCY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to 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 AGENCY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to 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 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. 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 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 AGENCY 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 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 AGENCY or an approved financial institution in order to have the AGENCY release funds retained by the 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. 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. 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 Sucontractors 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." CONTRACTOR shall be responsible for compliance with the most recent Federal Wage Requirements and may reference <http://www.wdol.gov/dba.aspx#0>.

4.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the AGENCY, 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 thereunder 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 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.

4.14.6 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 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 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 AGENCY, City of Garden Grove, its officers, agents and employees and shall issue a certificate 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; and (2) auto liability including mobile equipment if any, for bodily injury and property damage coverage; All insurance coverage shall be in amounts specified by AGENCY in Section 4.16.7 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 AGENCY. Policies shall be underwritten by insurance companies satisfactory to AGENCY 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.

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

4.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be canceled without thirty (30) days written notice to the AGENCY. 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 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 AGENCY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the AGENCY of any material change, cancellation, or termination at least thirty (30) days in advance.

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

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

- (a) Commercial general liability, not excluding XCU, in an amount not less than \$5,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to AGENCY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the AGENCY.
- (b) Automobile liability in an amount not less than \$2,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to AGENCY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the AGENCY.
- (c) Pollution liability, including asbestos abatement operations, and lead abatement operations in an amount not less than \$5,000,000; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to AGENCY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the AGENCY.
- (d) Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. **(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to AGENCY and have a Best's Guide Rating of A-Class VII or better, as approved by the AGENCY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.16.7 (a) shall designate AGENCY, City of Garden Grove, their officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to AGENCY proof of insurance and endorsement forms that conform to Agency's requirements, as approved by the AGENCY.

An Additional Insured Endorsement for the policy under section 4.16.7 (b) shall designate AGENCY, City of Garden Grove, their officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to AGENCY proof of insurance and endorsement forms that conform to AGENCY's requirements, as approved by the AGENCY.

An Additional Insured Endorsement for the policy under section 4.16.7 (c) shall designate AGENCY, City of Garden Grove, their officers, officials, employees, agents, and volunteers as additional insureds under the pollution liability policy, including asbestos abatement operations and lead abatement operations. CONTRACTOR shall provide to AGENCY proof of insurance and endorsement forms that conform to AGENCY's requirements, as approved by the AGENCY.

If underlying policies do not meet the contractual requirements, an Additional Insured Endorsement for the policy under section 4.16.7 (d) shall designate AGENCY, City of Garden Grove, their officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall also provide to AGENCY proof of insurance showing the excess liability policy follows form, and the schedule of underlying policies with policy numbers. CONTRACTOR shall provide to AGENCY proof of insurance and endorsement forms that conform to AGENCY's requirements, as approved by the AGENCY.

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

4.18 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 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 sole negligence or sole willful misconduct of AGENCY and will make good to reimburse AGENCY for any expenditures, including reasonable attorneys' fees AGENCY may incur by reason of such matters, and if requested by AGENCY, will defend any such suits at the sole cost and expense of CONTRACTOR.

4.19 Termination.

4.19.1 This Contract may be terminated in whole or in part in writing by the 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.

4.19.2 If termination for default or convenience is effected by the 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 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.

4.19.3 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 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 AGENCY may take over the work and may award another party an agreement to complete the work under this Contract.

4.20 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the 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 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 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 AGENCY may have against the CONTRACTOR for faulty materials, equipment or work.

4.21 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled. If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the AGENCY as a party to said action, the AGENCY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the AGENCY. The AGENCY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

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

To AGENCY: Garden Grove Agency for Community Development
Attention: Agency Director
11222 Acacia Parkway
Garden Grove, California 92840

To CONTRACTOR: J & G Industries, Inc.
Attention: James K. Cain
18627 Brookhurst Street #302
Fountain Valley, CA 92708

////

(Agreement Signature Block On Next Page)

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

Date: _____

"AGENCY"
GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT

By: _____
Agency Director

ATTEST:

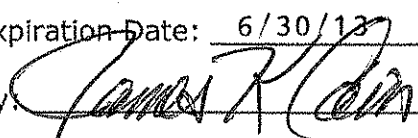
Agency Secretary

Date: _____

"CONTRACTOR"
J & G Industries, Inc.

Contractor's State Lic. No. 571859

Expiration Date: 6/30/13

By: 

Title: President

Date: 7/13/2011

Tax ID No. 33-0343018

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 AGENCY.

APPROVED AS TO FORM:



Agency Counsel

State of California)
County of Orange)

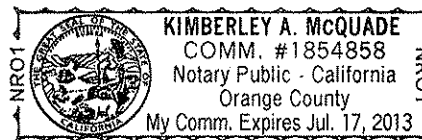
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On July 13, 2011 before me, Kimberley A. McQuade, Notary Public,
(here insert name and title of the officer)
personally appeared James K Cain

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____ containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)
- _____

ATTACHMENT "A"
IFB No. S-1078

Furnish all Labor, Material, Equipment, for the Demolition, Site Improvement, Traffic Control and Asbestos Abatement of Six Structures in the City of Garden Grove

DEMOLITION SPECIFICATIONS

Below are the necessary specifications to submit for the abatement of asbestos containing material and the demolition of structures and site improvements at the following locations in Garden Grove:

Structure One: 12601 Leda Lane
Structure Two: 12602 Leda Lane
Structure Three: 12591 Harbor Boulevard
Structure Four: 12581 Harbor Boulevard
Structure Five: 12625 Harbor Boulevard
Structure Six: 12721 Harbor Boulevard

a) This location is Optional since the structure is still occupied

b) Bidder agrees to hold firm fixed pricing for structure 6 for 180 days.

1. Furnish all labor, material, and equipment for the abatement of asbestos containing material;
2. Furnish all labor, material, and equipment for the structures to be demolished. Contractor shall also remove all footings, foundations and grade the property to drain. All perimeter fences and block walls shall remain in place unless specifically requested by Garden Grove Agency for Community Development to remove them. Unofficial building plans for site improvements are depicted in greater detail in Exhibit A, attached hereto and made a par hereof;
3. Experience documentation of at least three recent jobs of similar work, including phone numbers and names of individuals to contact;
4. Not less than prevailing rates shall be paid to workers employed for this contract as set forth in California Labor Code Section 1774;
5. Insurance: Contractor, subcontractor and all other vendors and companies that will be used in conjunction with this proposal shall provide evidence of: a). Commercial General Liability Coverage; b). Workers' compensation; c). Auto Liability Coverage; d) Environmental, Pollution, and/or Asbestos Coverage; and e). other types of liability coverage with endorsements for the policies designating the "Garden Grove Agency for Community Development " and the

"City of Garden Grove" as additional insured. Contractor shall meet all insurance requirements and be approved by the City of Garden Grove's Risk Management Division prior to commencement of work. These requirements and liability amounts are explained in greater detail in Appendix A attached hereto and made a part hereof;

6. Costs: Contractor shall itemize the cost to abate asbestos containing material at each structure and the cost to demolish structures and appurtenances located at each property;
7. Contractor and the Garden Grove Agency for Community Development will agree on the date when demolition will begin and be completed. A penalty of \$250 per day will be imposed in the event demolition is not completed within agreed time schedule;
8. Contractor shall be fully responsible for obtaining and paying for all necessary permits, plans, materials, and supplies in accordance with applicable regulations. The contractor shall obtain a business license with the City of Garden Grove;
9. Contractor shall provide evidence of issuance of a general building contractor's license by the State of California Contractor's State License Board with the following classifications (All three licenses listed below are required):
 - a). C21—Building Moving/Demolition Contractor
 - b). ASB—Asbestos Certification
 - c). B—General Building
10. It shall be the responsibility of the Contractor to determine the exact location of all utilities and their service connections. Contractor shall conduct its operations so as to avoid damage to any public utility. Contractor shall obtain permits for and cap all sewers and shall have all public utilities removed prior to demolition;
11. Contractor shall secure and/or fence off the premises with green-colored windscreen. Contractor shall be responsible for and liable for damage caused to adjoining properties during demolition of the structures. Contractor shall surrender the properties with wind screened fencing in-place;
12. All demolition work shall be executed in a safe manner and in compliance with applicable laws, rules and regulations, including but not limited to, the U.S. Department of Labor and the Occupational Safety and Health Administration (OSHA), California Code of Regulations, and Environment Protection Agency (EPA). Contractor shall protect from damage those structures that will not be demolished and shall repair any damage caused by Contractor at its sole cost and expense;
13. Contractor shall implement Best Management Practices to reduce and/or eliminate air and storm water pollution, the discharge of pollutants into the City of Garden Grove's drainage system or watercourses, and to protect bodies of water (aboveground and below grade) from debris and waste associated with structure demolition over or adjacent to watercourses. These environmental

requirements are explained in greater detail in Exhibit B, attached hereto and made a part hereof;

14. Upon issuance of Notice to Proceed, Contractor shall have 45 calendar days to complete the abatement of asbestos containing material and the demolition of the six structures.
15. Contractor shall provide and implement traffic control in accordance with the State of California's Manual on Uniform Traffic Control Devices and shall submit a plan to the City of Garden Grove's Traffic Engineering Division. In addition, the Contractor shall obtain a Haul Route Permit from the City's Traffic Engineering Division.
16. Work hours shall be limited to 7:30 am to 5:00, Monday thru Friday. Work shall not occur on Saturdays and Sundays.
17. Contractor is responsible for attending the mandatory pre-bid meeting and site walks and for providing additional costs pertaining to the abatement of asbestos containing material and demolition of structures not addressed in this scope of work.
18. The demolition of the structures shall abide by the specifications from the LEEDS Certification/Green Program, in which salvageable building materials, but not limited to wood framing, flooring, plumbing and electrical fixtures, cabinets, counter-tops, tile, asphalt/concrete, will be recycled.
19. The work described herein consists of removal and disposal of all toxic and hazardous materials found in the sites, if any, in accordance with all applicable federal, state and local regulations, standards, and codes governing the handling and disposition of such substances. It is the responsibility of the Contractor to determine the visible presence of all such substances and to include the cost of their legal handling and removal in the bid submitted.

ADDENDUM No. 1

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: May 23, 2011

Date Effective: May 23, 2011

IFB No. S-1078

Furnish all Labor, Material and Equipment for the Demolition, Site Improvement, Traffic Control and Asbestos Abatement of Six Structures 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 proposer's submittal.

2. Changes to the Specifications regarding the fencing requirements:

The City/Agency will be responsible for providing fencing and windscreen around the perimeter of the job site. Contractor should not include fencing in their proposal.

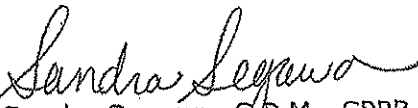
3. Please see attached sheet of questions to answer the following question that was submitted after the pre-bid meeting on May 11, 2011.

Question: I received the survey reports, but after reviewing them I have an RFI regarding quantities on some materials. The survey indicates the materials containing Asbestos but the quantity is to be determined. Is there a way where all bidders can get approximate quantities for all materials shown as "**To be Determined**" so that we can all bid the same quantities? Please verify quantities on such items or advice how to bid this materials. I have attached all materials in each survey that is shown in quantity "**To Be Determined**".

4. Page 2, Bid Due Date, is revised as follows:

The Bid Due Date is hereby changed from 2:00 p.m., Wednesday, June 1, 2011 to a new Bid Due Date of **2:00 p.m., Wednesday, June 8, 2011.**

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

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

RFI: Abatement and Demolition of 6 Structures

Re: Asbestos Sampling and Hazard Assessment
12601 Leda Lane
Garden Grove, CA. April 12, 2011

1. Location: Bedroom #3120 s/f
Materials: Brown 12" Floor Tile and Mastic
Approximate Quantity: To be Determined
2. Location: Kitchen, Bath #2 and Hall #2120 s/f + 40 s/f + 50 s/f
Materials: Tan/ Brown 12" Floor Tile and Mastic
Approximate Quantity: To be Determined
3. Location: Throughout the attic 500 s/f
Materials: HVAC Dust Insulation
Approximate Quantity: To be Determined
4. Location: Throughout the House 2000 s/f
Materials: Drywall and Joint Compound
Approximate Quantity: To be Determined

Re: Asbestos Sampling and Hazard Assessment
Travel Country RV Park
12721 Harbor Blvd.
Garden Grove, CA. May 3, 2011

1. Location: Throughout the Building Kitchen 200 s/f Room 1, 65 s/f 2, 135 s/f 3, 224 s/f 4 120 s/f
Materials: Acoustical Spray-on Material Hall & Closet 80 s/f Stair Ceiling 80 s/f Office 80 s/f
Approximate Quantity: To be Determined Storage 1 90 s/f 2 390 s/f 3 110 s/f
2. Location: Throughout the building (Outside Walls) 5000 s/f
Materials: Stucco Material
Approximate Quantity: To be Determined

Re: Asbestos Sampling and Hazard Assessment
Humdinger Bar
12581 Harbor Blvd.
Garden Grove, CA April 12, 2011

1. Location: Throughout the Building 1600 s/f
Materials: Acoustical Spray-on Material
Approximate Quantity: To be Determined
2. Location: Throughout the Building 2000 s/f
Materials: Drywall and Joint Compound
Approximate Quantity: To be Determined
3. Location: Throughout the Building 1200 s/f
Materials: Black Floor Tile Mastic
Approximate Quantity: To be Determined

ADDENDUM No. 2

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: June 6, 2011

Date Effective: June 6, 2011

IFB No. S-1078

Furnish all Labor, Material and Equipment for the Demolition, Site Improvement, Traffic Control and Asbestos Abatement of Six Structures 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 proposer's submittal.
2. Changes to the Specifications regarding the site perimeter walls:

All site perimeter walls that border neighboring properties are to remain in place and not be demolished. Walls between the Agency properties are to be demolished. Please see the attached map for clarification.

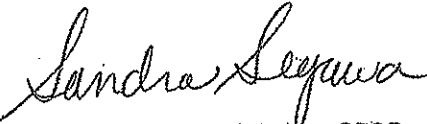
3. Changes to the Specifications regarding sites that are optional: Structure 4 located at 12581 Harbor Blvd is now an optional item. Please see the attached revised "Attachment B" for details. This revised "Attachment B" must be included in your proposal.

4. Page 2, Bid Due Date, is revised as follows:

The Bid Due Date is hereby changed from 2:00 p.m., Wednesday, June 8, 2011 to a new Bid Due Date of **2:00 p.m., Thursday, June 16, 2011.**

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

Issued by:



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

ADDENDUM No. 3

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: June 9, 2011

Date Effective: June 9, 2011

IFB No. S-1078

Furnish all Labor, Material and Equipment for the Demolition, Site Improvement, Traffic Control and Asbestos Abatement of Six Structures 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 proposer's submittal.
2. Changes to the Licensing Requirements:

A Class "B" Building License will no longer be required of those who bid this project. The Contractor will still be responsible for any damages to adjacent property as stated in the Scope of Work.
3. The contractor is hereby notified that Addenda No. 1, 2, and 3 must be acknowledged and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same

Issued by:


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

ADDENDUM No. 4

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: June 15, 2011

Date Effective: June 15, 2011

IFB No. S-1078

Furnish all Labor, Material and Equipment for the Demolition, Site Improvement, Traffic Control and Asbestos Abatement of Six Structures 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 proposer's submittal.
2. Page 2, Bid Due Date, is revised as follows:

The Bid Due Date is hereby changed from 2:00 p.m., Thursday, June 16, 2011 to a new Bid Due Date of **2:00 p.m., Thursday, June 23, 2011.**

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

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

ADDENDUM No. 5

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: June 17, 2011

Date Effective: June 17, 2011

IFB No. S-1078

Furnish all Labor, Material and Equipment for the Demolition, Site Improvement, Traffic Control and Asbestos Abatement of Six Structures 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 proposer's submittal.
2. Changes to the Scope of Work shall be as follows in regards to Structure 5 located at 12625 Harbor Blvd.:

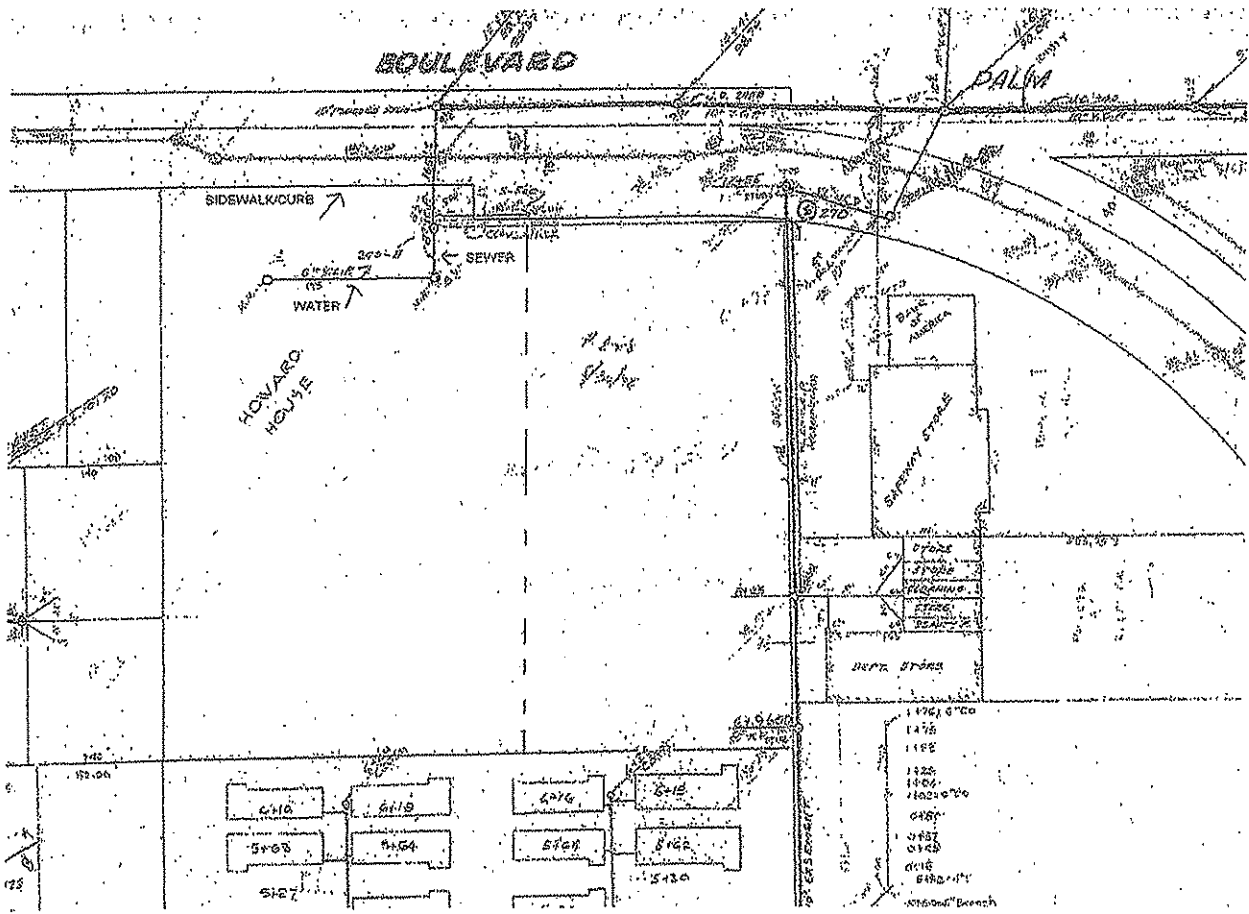
A. Removal and capping of private sewer line including manholes. See the attached plot map for a depiction and exact location of sewer line. Contact Garden Grove Public Works when the sewer line will be capped.

B. Removal of sump pump and appurtenant structures at the southwest corner of the property.

All questions are to be submitted via email. Telephone questions will be not accepted!

3. The contractor is hereby notified that Addenda No. 1, 2, 3, 4, and 5 must be acknowledged and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same

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



ADDENDUM No. 6

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: June 21, 2011

Date Effective: June 21, 2011

IFB No. S-1078

Furnish all Labor, Material and Equipment for the Demolition, Site Improvement, Traffic Control and Asbestos Abatement of Six Structures 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 proposer's submittal.
2. Please see the following questions and answers regarding Addendum No.5:

A) Do you have as built drawing for the manholes?

Answer: We do not have "as built" drawings. We do not intend to prepare any.

B) We would like to know location and elevations?

Answer: The general location of the sewer line is: starting from the back of the sidewalk at the southern property line, then approximately 48 feet north parallel to the sidewalk; then 60 feet west perpendicular to the sidewalk; then 175 feet north parallel to the sidewalk.

C) How do you what the manholes capped? How many manholes are there

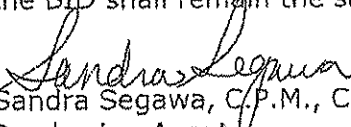
Answer: The sewer line is a 6 inch line. The sewer line is to be capped at the back of the sidewalk. The manhole covers are 2 feet diameter covers; there are three manhole covers.

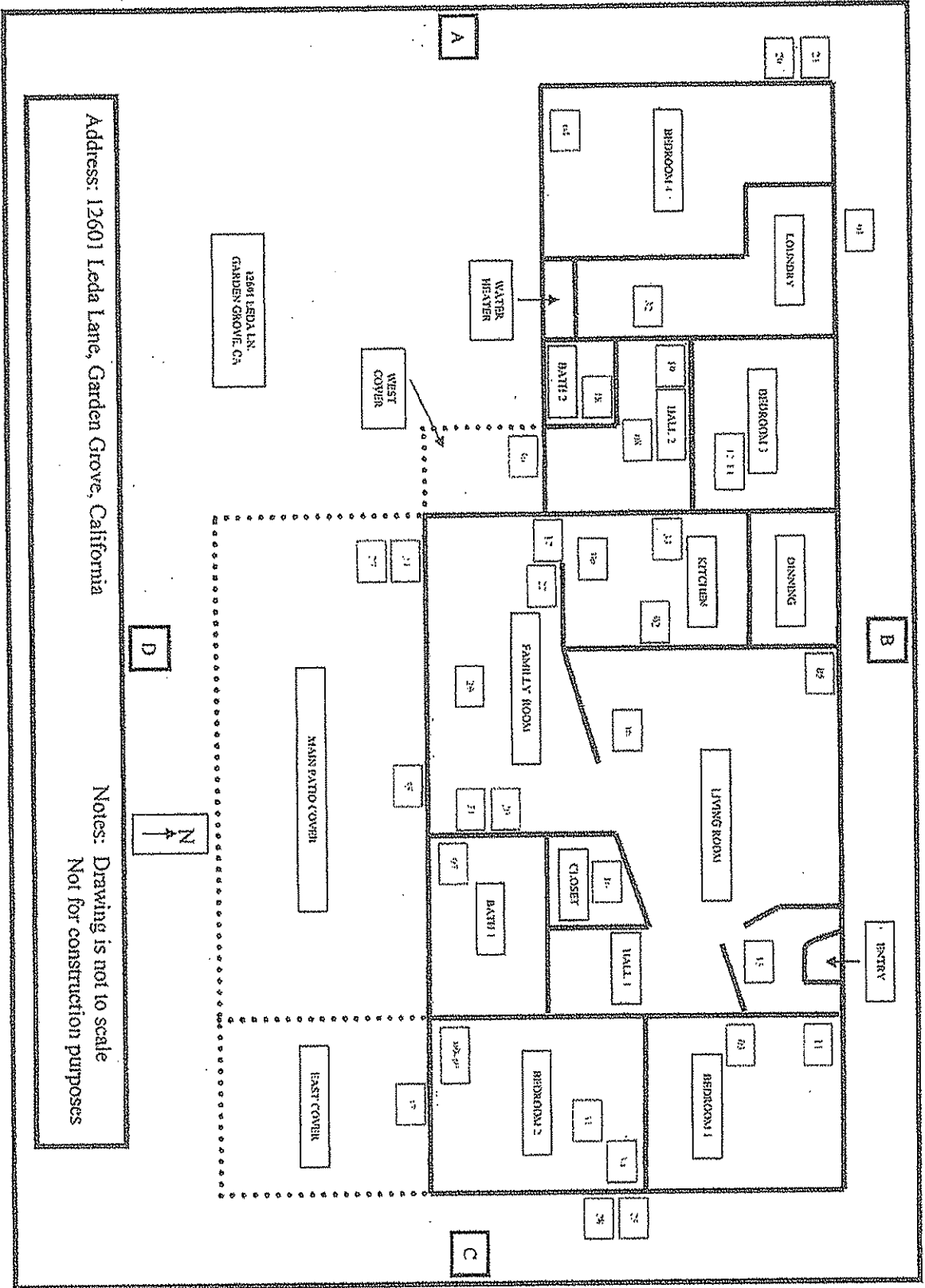
- D) What are the dimensions of the sump pumps and appurtenant structures at the southwest corner?

Answer: We do not have the dimensions of the sump pump but a photo is attached for reference.

3. The contractor is hereby notified that Addenda No. 1, 2, 3, 4, 5 and 6 must be acknowledged and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same

Issued by:

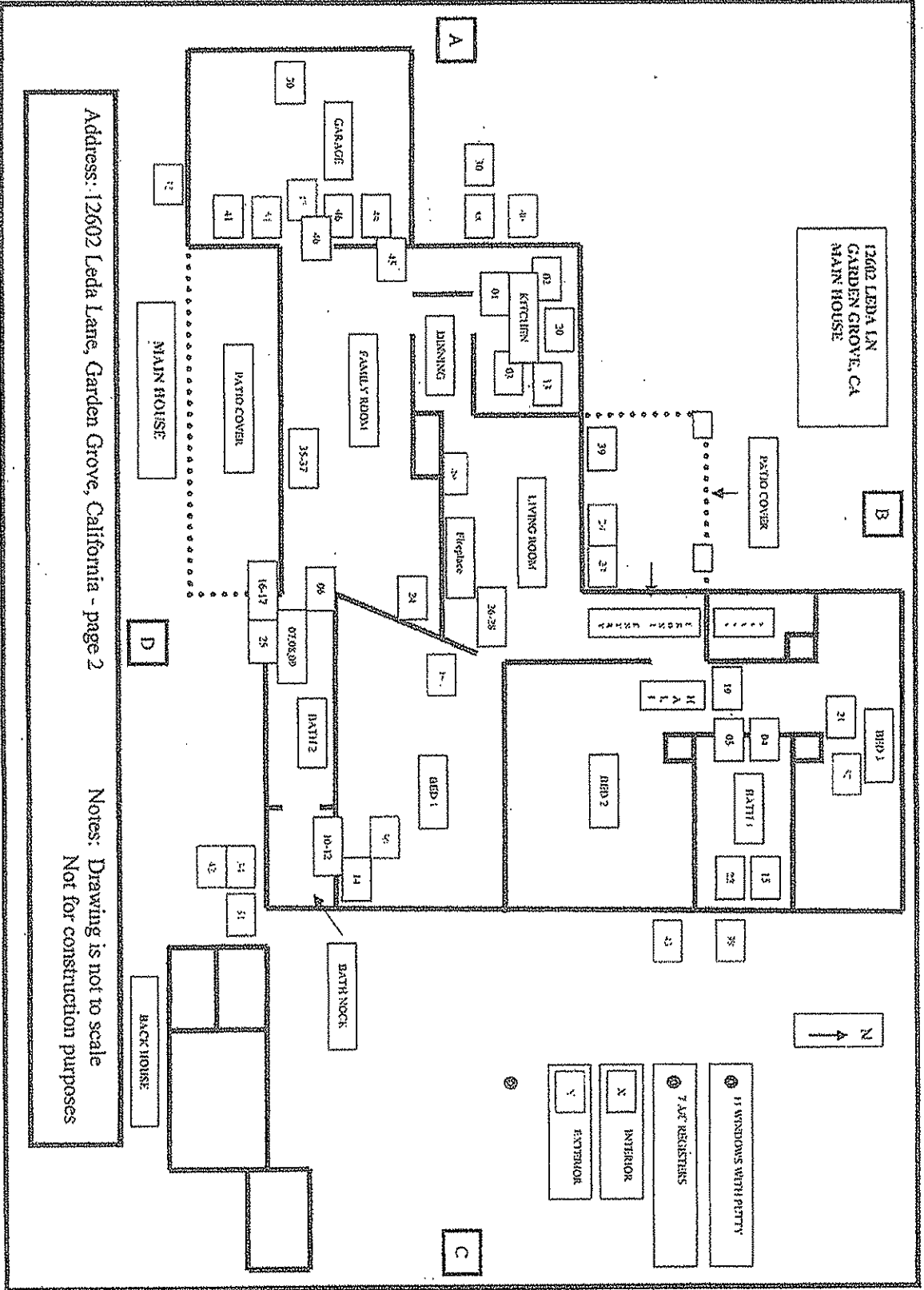

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove



Address: 12601 Leda Lane, Garden Grove, California

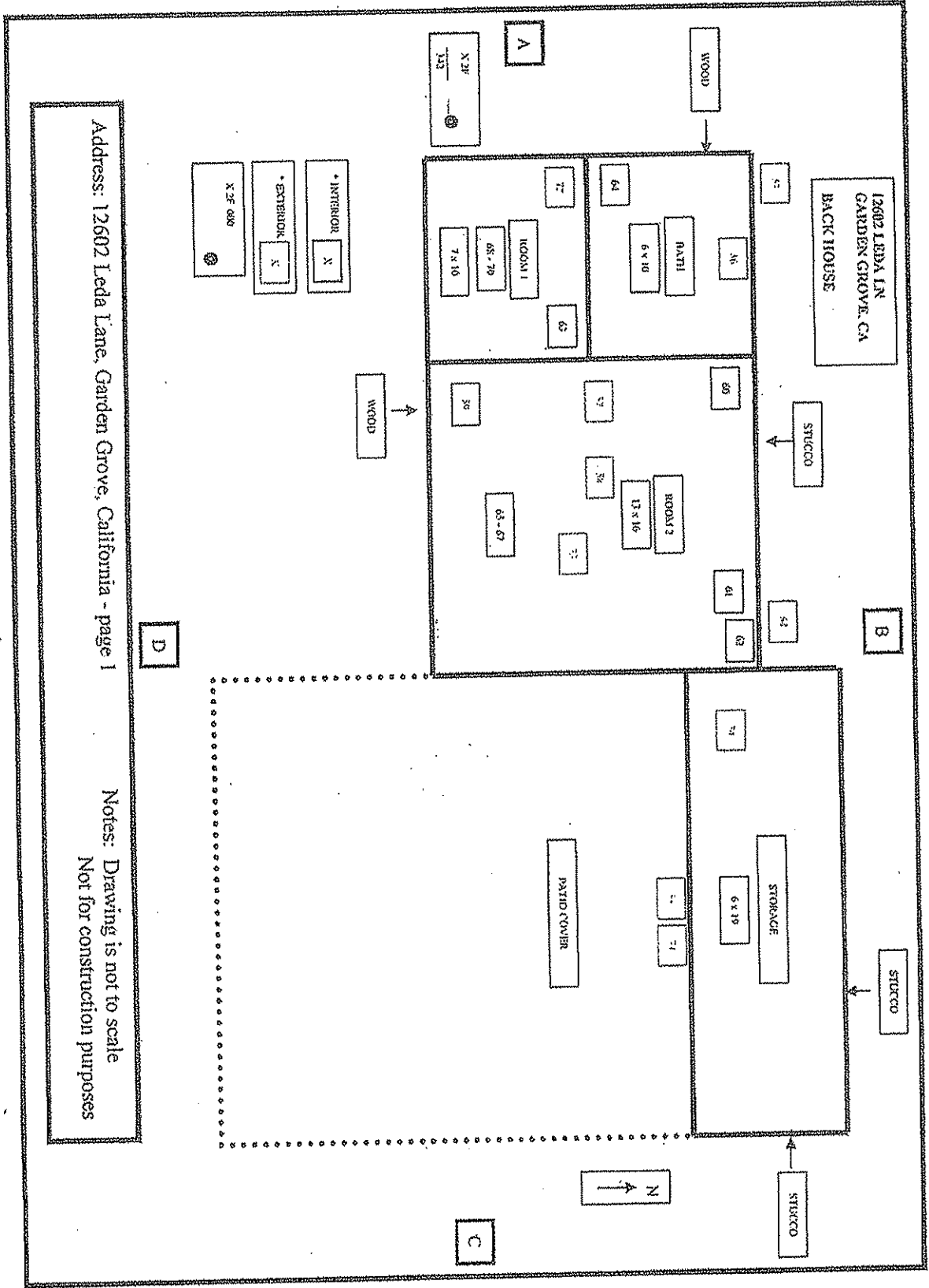
Notes: Drawing is not to scale
Not for construction purposes

12601 LEDA LN.
GARDEN GROVE, CA



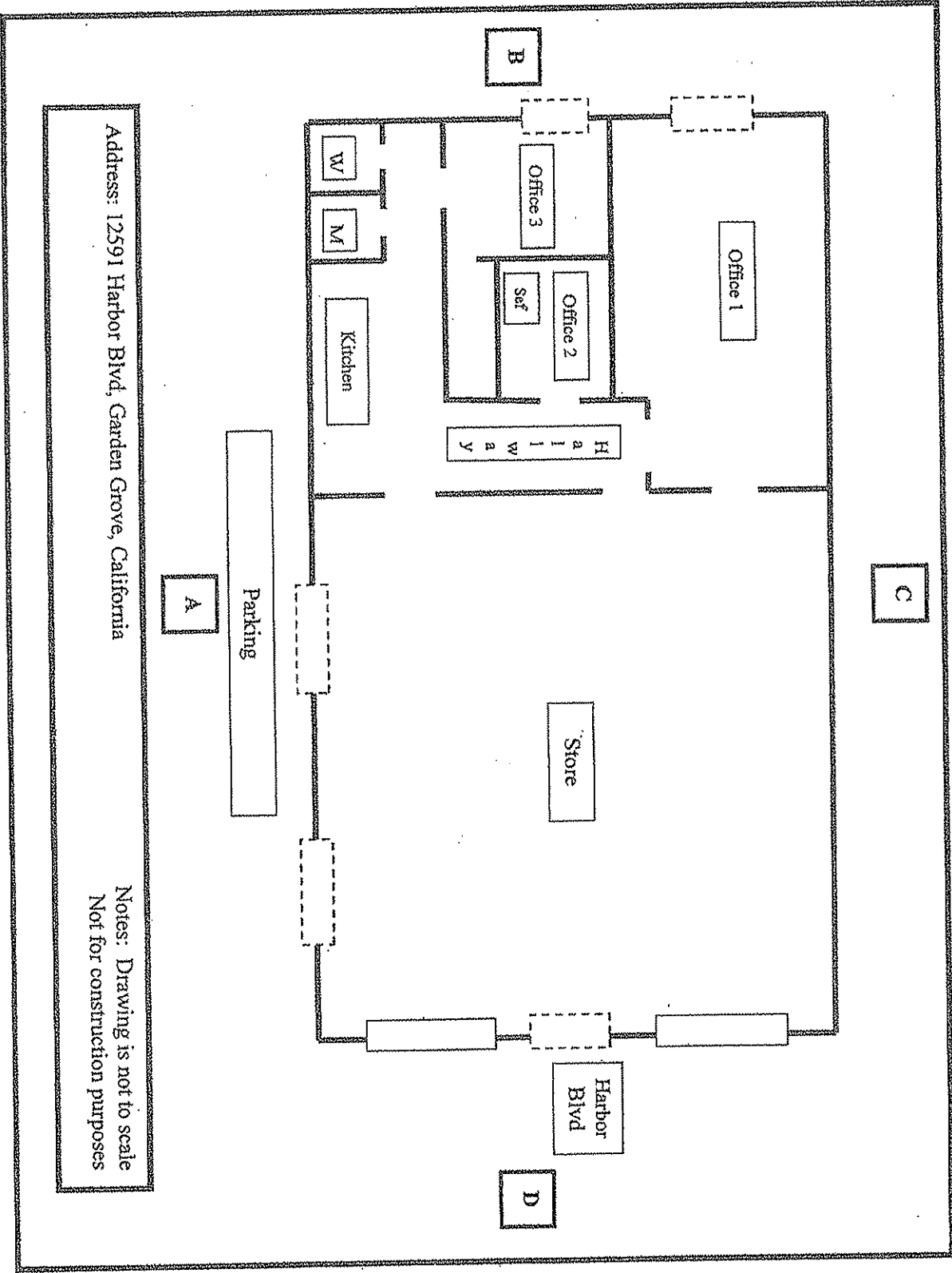
Address: 12602 Leda Lane, Garden Grove, California - page 2

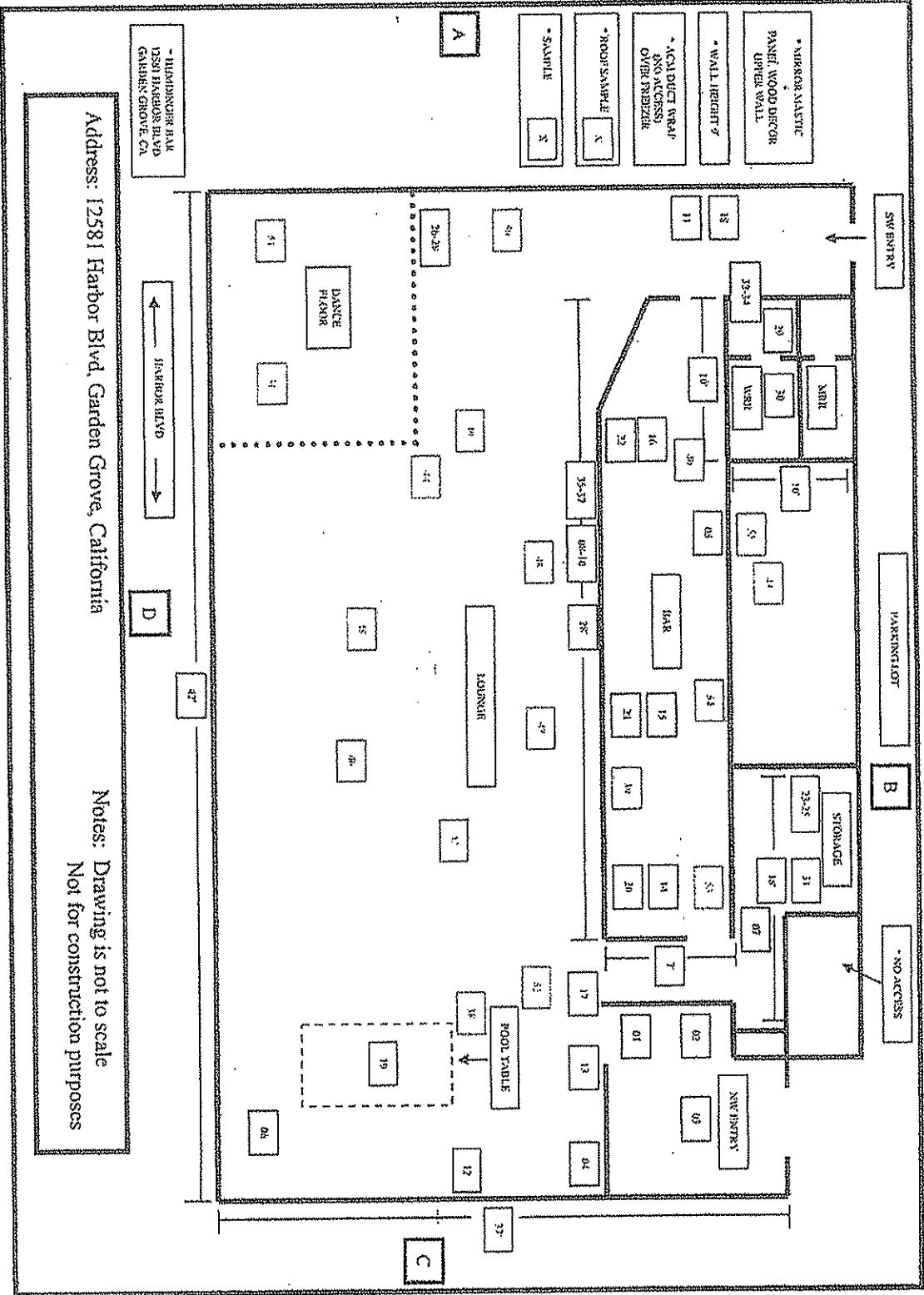
Notes: Drawing is not to scale
 Not for construction purposes



Address: 12602 Leda Lane, Garden Grove, California - page 1

Notes: Drawing is not to scale
 Not for construction purposes





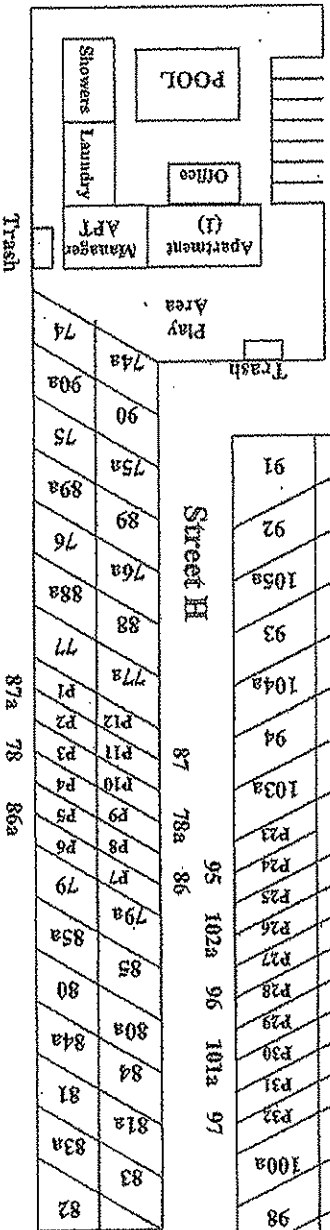
Travel Country RV Park

| | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----|----|--|
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | |
| | | | | | | | | | | | | | P51 | P50 | P49 | P48 | P47 | P46 | P45 | P44 | P43 | P42 | | | |

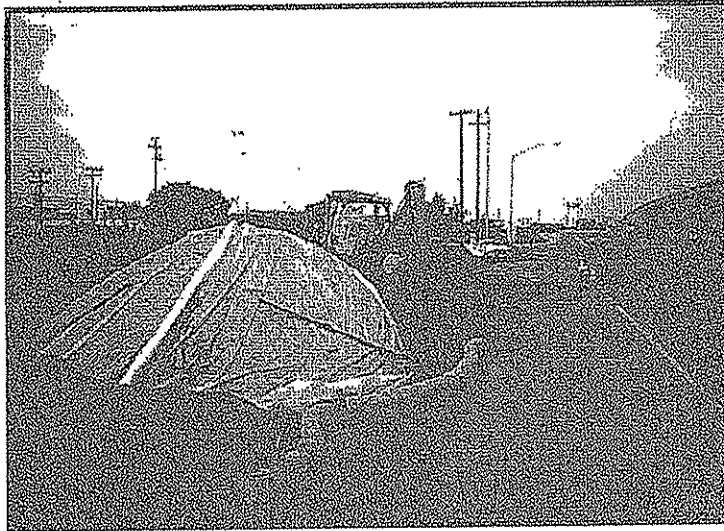
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| 126 | 125 | 124 | 123 | 122 |
| 127 | 128 | 129 | 130 | 131 |

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|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|------|
| 107a | 121 | 108a | 120 | 109a | 119 | 110a | 118 | 111a | 117 | 112a | 116 | 113a | 115 | 114 |
| 106 | 107 | 121a | 108 | 120a | 109 | 119a | 110 | 118a | 111 | 117a | 112 | 116a | 113 | 115a |

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|-----|-----|------|-----|------|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|----|
| 92a | 105 | 93a | 104 | 94a | 103 | 95a | P34 | P36 | P37 | P38 | P39 | P40 | P41 | 100 | 98a | 99 | | | | |
| 91 | 92 | 105a | 93 | 104a | 94 | 103a | P21 | P22 | P23 | P24 | P25 | P26 | P27 | P28 | P29 | P30 | P31 | P32 | 100a | 98 |



Park Address: 12721 Harbor Blvd, Garden Grove, CA 92840
 Park Phone Number: (714) 534-2447



Objectives

| | | |
|----|--|-------------------------------------|
| EC | Erosion Control | |
| SE | Sediment Control | |
| TC | Tracking Control | |
| WE | Wind Erosion Control | |
| NS | Non-Stormwater Management Control | |
| WM | Waste Management and Materials Pollution Control | <input checked="" type="checkbox"/> |

Legend:

- Primary Objective
- Secondary Objective

Description and Purpose

Stockpile Management procedures and practices are designed to reduce or eliminate air and stormwater pollution from stockpiles of soil, paving materials such as portland cement concrete (PCC) rubble, asphalt concrete (AC), asphalt concrete rubble, aggregate base, aggregate sub base or pre-mixed aggregate, asphalt minder (so called "cold mix" asphalt), and pressure treated wood.

Suitable Applications

Implement in all projects that stockpile soil and other materials.

Limitations

None identified.

Implementation

Protection of stockpiles is a year-round requirement. To properly manage stockpiles:

- Locate stockpiles a minimum of 50 ft away from concentrated flows of stormwater, drainage courses, and inlets.
- Protect all stockpiles from stormwater runoff using a temporary perimeter sediment barrier such as berms, dikes, fiber rolls, silt fences, sandbag, gravel bags, or straw bale barriers.

Targeted Constituents

| | |
|----------------|-------------------------------------|
| Sediment | <input checked="" type="checkbox"/> |
| Nutrients | <input checked="" type="checkbox"/> |
| Trash | <input checked="" type="checkbox"/> |
| Metals | <input checked="" type="checkbox"/> |
| Bacteria | |
| Oil and Grease | <input checked="" type="checkbox"/> |
| Organics | <input checked="" type="checkbox"/> |

Potential Alternatives

None



- Implement wind erosion control practices as appropriate on all stockpiled material. For specific information, see WE-1, Wind Erosion Control.
- Manage stockpiles of contaminated soil in accordance with WM-7, Contaminated Soil Management.
- Place bagged materials on pallets and under cover.

Protection of Non-Active Stockpiles

Non-active stockpiles of the identified materials should be protected further as follows:

Soil stockpiles

- During the rainy season, soil stockpiles should be covered or protected with soil stabilization measures and a temporary perimeter sediment barrier at all times.
- During the non-rainy season, soil stockpiles should be covered or protected with a temporary perimeter sediment barrier prior to the onset of precipitation.

Stockpiles of Portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate sub base

- During the rainy season, the stockpiles should be covered or protected with a temporary perimeter sediment barrier at all times.
- During the non-rainy season, the stockpiles should be covered or protected with a temporary perimeter sediment barrier prior to the onset of precipitation.

Stockpiles of "cold mix"

- During the rainy season, cold mix stockpiles should be placed on and covered with plastic or comparable material at all times.
- During the non-rainy season, cold mix stockpiles should be placed on and covered with plastic or comparable material prior to the onset of precipitation.

Stockpiles/Storage of pressure treated wood with copper, chromium, and arsenic or ammonical, copper, zinc, and arsenate

- During the rainy season, treated wood should be covered with plastic or comparable material at all times.
- During the non-rainy season, treated wood should be covered with plastic or comparable material at all times and cold mix stockpiles should be placed on and covered with plastic or comparable material prior to the onset of precipitation.

Protection of Active Stockpiles

Active stockpiles of the identified materials should be protected further as follows:

- All stockpiles should be protected with a temporary linear sediment barrier prior to the onset of precipitation.
- Stockpiles of "cold mix" should be placed on and covered with plastic or comparable material prior to the onset of precipitation.

Costs

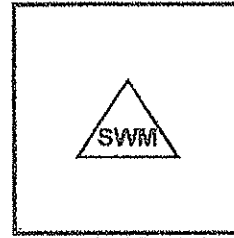
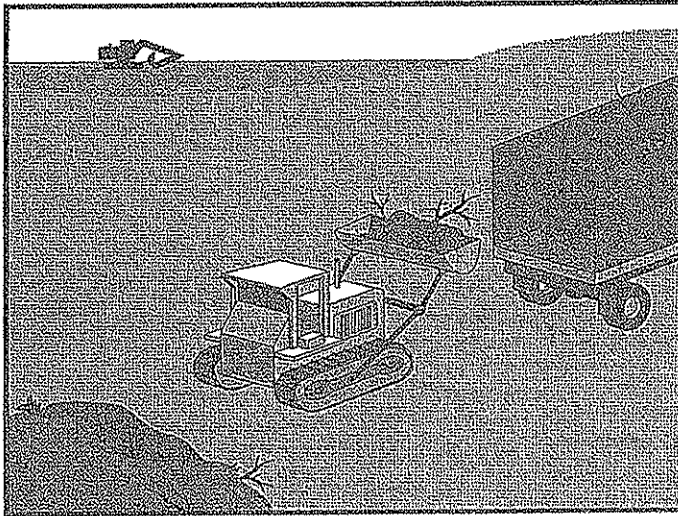
All of the above are low cost measures.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and of two-week intervals in the non-rainy season to verify continued BMP implementation
- Repair and/or replace perimeter controls and covers as needed to keep them functioning properly.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose Solid waste management procedures and practices are designed to minimize or eliminate the discharge of pollutants to the drainage system or to watercourses as a result of the creation, stockpiling, or removal of construction site wastes.

Appropriate Applications Solid waste management procedures and practices are implemented on all construction projects that generate solid wastes.

Solid wastes include but are not limited to:

- Construction wastes including brick, mortar, timber, steel and metal scraps, sawdust, pipe and electrical cuttings, non-hazardous equipment parts, styrofoam and other materials used to transport and package construction materials.
- Highway planting wastes, including vegetative material, plant containers, and packaging materials.
- Litter, including food containers, beverage cans, coffee cups, paper bags, plastic wrappers, and smoking materials, including litter generated by the public.

Limitations ■ Temporary stockpiling of certain construction wastes may not necessitate stringent drainage related controls during the non-rainy season or in desert areas with low rainfall.



Standards and Specifications

Education

- The Contractor's Water Pollution Control Manager (WPCM) shall oversee and enforce proper solid waste procedures and practices.
- Instruct employees and subcontractors on identification of solid waste and hazardous waste.
- Educate employees and subcontractors on solid waste storage and disposal procedures.
- Hold regular meetings to discuss and reinforce disposal procedures (incorporate into regular safety meetings).
- Require that employees and subcontractors follow solid waste handling and storage procedures.
- Prohibit littering by employees, subcontractors, and visitors.
- Wherever possible, minimize production of solid waste materials.

Collection, Storage, and Disposal

- Dumpsters of sufficient size and number shall be provided to contain the solid waste generated by the project and properly serviced.
- Littering on the project site shall be prohibited.
- To prevent clogging of the storm drainage system litter and debris removal from drainage grates, trash racks, and ditch lines shall be a priority.
- Trash receptacles shall be provided in the Contractor's yard, field trailer areas, and at locations where workers congregate for lunch and break periods.
- Construction debris and litter from work areas within the construction limits of the project site shall be collected and placed in watertight dumpsters at least weekly regardless of whether the litter was generated by the Contractor, the public, or others. Collected litter and debris shall not be placed in or next to drain inlets, storm water drainage systems or watercourses.
- Full dumpsters shall be removed from the project site and the contents shall be disposed of outside the highway right-of-way in conformance with the provisions in the Standard Specifications Section 7-1.13.
- Litter stored in collection areas and containers shall be handled and disposed of by trash hauling contractors.
- Construction debris and waste shall be removed from the site every two weeks or as directed by the RE.



- Construction material visible to the public shall be stored or stacked in an orderly manner to the satisfaction of the RE.
- Storm water run-on shall be prevented from contacting stored solid waste through the use of berms, dikes, or other temporary diversion structures or through the use of measures to elevate waste from site surfaces.
- Solid waste storage areas shall be located at least 15 m (50 ft) from drainage facilities and watercourses and shall not be located in areas prone to flooding or ponding.
- Except during fair weather, construction and highway planting waste not stored in watertight dumpsters shall be securely covered from wind and rain by covering the waste with tarps or plastic sheeting or protected in conformance with the applicable Disturbed Soil Area protection section.
- Dumpster washout on the project site is not allowed.
- Notify trash hauling contractors that only watertight dumpsters are acceptable for use on-site.
- Plan for additional containers during the demolition phase of construction.
- Plan for more frequent pickup during the demolition phase of construction.
- Construction waste shall be stored in a designated area approved by the RE.
- Segregate potentially hazardous waste from non-hazardous construction site waste.
- Keep the site clean of litter debris.
- Make sure that toxic liquid wastes (e.g., used oils, solvents, and paints) and chemicals (e.g., acids, pesticides, additives, curing compounds) are not disposed of in dumpsters designated for construction debris.
- Dispose of non-hazardous waste in accordance with Standard Specification 7-1.13, Disposal of Material Outside the Highway Right of Way.
- For disposal of hazardous waste, see BMP WM-6, "Hazardous Waste Management." Have hazardous waste hauled to an appropriate disposal and/or recycling facility.
- Salvage or recycle useful vegetation debris, packaging and/or surplus building materials when practical. For example, trees and shrubs from land clearing can be converted into wood chips, then used as mulch on graded areas. Wood pallets, cardboard boxes, and construction scraps can also be recycled.

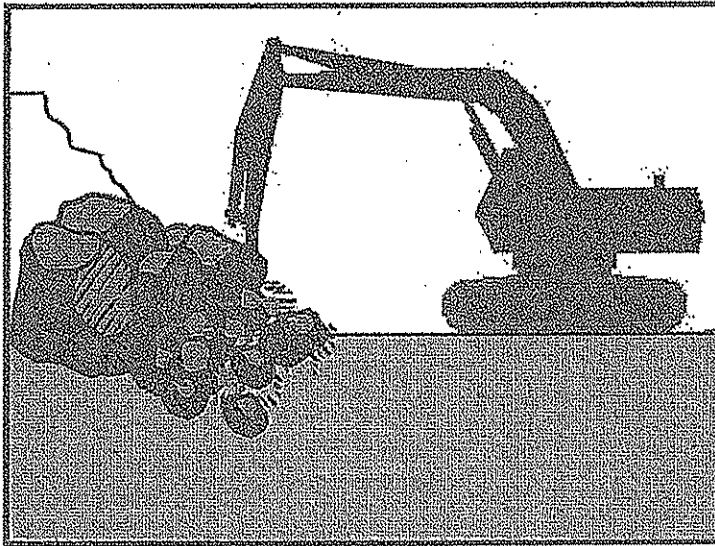


Solid Waste Management

WM-5

- Maintenance and Inspection
- The WPCM shall monitor onsite solid waste storage and disposal procedures.
 - Police site for litter and debris.





Description and Purpose

Procedures to protect water bodies from debris and wastes associated with structure demolition or removal over or adjacent to watercourses.

Suitable Applications

Full bridge demolition and removal, partial bridge removal (barrier rail, edge of deck) associated with bridge widening projects, concrete channel removal, or any other structure removal that could potentially affect water quality.

Limitations

None identified.

Implementation

- Refer to NS-5, Clear Water Diversion, to direct water away from work areas.
- Use attachments on construction equipment such as backhoes to catch debris from small demolition operations.
- Use covers or platforms to collect debris.
- Platforms and covers are to be approved by the owner.
- Stockpile accumulated debris and waste generated during demolition away from watercourses and in accordance with WM-3, Stockpile Management.
- Ensure safe passage of wildlife, as necessary.

Objectives

| | | |
|----|--|-------------------------------------|
| EC | Erosion Control | |
| SE | Sediment Control | |
| TR | Tracking Control | |
| WE | Wind Erosion Control | |
| NS | Non-Stormwater Management Control | <input checked="" type="checkbox"/> |
| WM | Waste Management and Materials Pollution Control | |

Legend:

- Primary Objective
- Secondary Objective

Targeted Constituents

| | |
|----------------|-------------------------------------|
| Sediment | <input checked="" type="checkbox"/> |
| Nutrients | <input checked="" type="checkbox"/> |
| Trash | <input checked="" type="checkbox"/> |
| Metals | <input checked="" type="checkbox"/> |
| Bacteria | <input checked="" type="checkbox"/> |
| Oil and Grease | <input checked="" type="checkbox"/> |
| Organics | <input checked="" type="checkbox"/> |

Potential Alternatives

None



NS-15

Demolition Adjacent to Water

- Discharges to waterways shall be reported to the Regional Water Quality Control Board immediately upon discovery. A written discharge notification must follow within 7 days. Follow the spill reporting procedures in the SWPPP.
- For structures containing hazardous materials, i.e., lead paint or asbestos, refer to BMP WM-6, Hazardous Waste Management. For demolition work involving soil excavation around lead-painted structures, refer to WM-7, Contaminated Soil Management.

Costs

Cost may vary according to the combination of practices implemented.

Inspection and Maintenance

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and of two-week intervals in the non-rainy season to verify continued BMP implementation.
- Inspect BMPs subject to non-stormwater discharge daily while non-stormwater discharges occur.
- Any debris-catching devices shall be emptied regularly. Collected debris shall be removed and stored away from the watercourse and protected from runoff and runoff.

References

Stormwater Quality Handbooks - Construction Site Best Management Practices (BMPs) Manual, State of California Department of Transportation (Caltrans), November 2000.

Stormwater Management for Construction Activities, Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92005; USEPA, April 1992.

ATTACHMENT "B"

SECTION 2 - PROPOSAL
 THE HONORABLE MAYOR AND CITY COUNCIL

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT
 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, Material, Equipment, for the Demolition, Site Improvement, Traffic Control and Asbestos Abatement of Six Structures 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:

| BID PROPOSAL | | | |
|--|----------------|---------------|-------------------|
| Name | Address | Street | Total Cost |
| 1. Structure One | 12601 | Leda Lane | \$ 27,741.00 |
| 2. Structure Two | 12602 | Leda Lane | \$ 33,592.00 |
| 3. Structure Three | 12591 | Harbor Blvd. | \$ 45,619.00 |
| 4. Structure Four (OPTIONAL) | 12581 | Harbor Blvd. | \$ 33,468.00 |
| 5. Structure Five | 12625 | Harbor Blvd. | \$ 46,620.00 |
| 6. Structure Six (OPTIONAL) | 12721 | Harbor Blvd. | \$ 128,933.00 |
| Total Cost of Project In Written Words (include all six structures listed above) Three hundred fifteen thousand nine hundred seventy three dollars Lump Sum | | | \$ 315,973.00 |
| The above bid price includes all applicable taxes for the pricing proposed in this submittal. Note: In case of discrepancy between the words and figures, the words shall prevail. | | | |

NOTE: Structures 4 and 6, located at 12721 Harbor Blvd. and 12581 Harbor Blvd. have been listed as **OPTIONAL**. The lowest responsible bidder will still be determined by all six structures listed above, however the Agency reserves the right to eliminate Structures 4 and 6 from the project should it be necessary to do so. Contractor agrees to hold firm fixed pricing for Structures 4 and 6 for a period of 180 days and for 120 days for Structures 1, 2, 3, and 5.

It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of AGENCY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) AGENCY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.
- (d) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

| <u>Amendment No.</u> | <u>Date</u> |
|----------------------|-------------------|
| <u>#1 5/23/11</u> | <u>#4 6/15/11</u> |
| <u>#2 6/6/11</u> | <u>#5 6/17/11</u> |
| <u>#3 6/9/11</u> | <u>#6 6/21/11</u> |

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

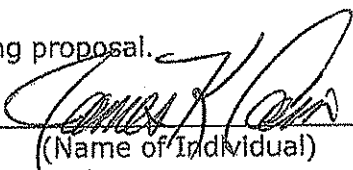
Check below where appropriate:

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 James K. Cain of J&G Industries makes
(President ~~or Secretary~~) (Name of Corporation)

the accompanying proposal.

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

Date: 6-23-2011 J&G Industries, Inc.