



## **REQUEST FOR PROPOSALS**

### **Professional Consulting Services for the Property Management and Caretaker Services for a Portion of Tustin Legacy**

#### **Proposal Submittals**

Responses to the Request for Proposals are to be submitted by 5:00 P.M. on May 23, 2016 to:

Matthew S. West  
Assistant to the City Manager  
City of Tustin  
300 Centennial Way  
Tustin, California 92780

Five (5) sets of the proposal shall be submitted and marked as follows:

**“Proposal for Professional Consulting Services for the Property Management and Caretaker Services for a Portion of Tustin Legacy”**

Proposals received after 5:00 P.M on May 23 will not be accepted and will be returned unopened.

Fees shall be provided in a separate sealed envelope.

Questions regarding this request will be limited to written form and shall be submitted no later than May 13, 2016. Verbal inquiries will not be accepted. Questions shall be directed to Kenneth Piguee ([kpiguee@tustinca.org](mailto:kpiguee@tustinca.org)).

## **I. Property Location, Description and Background**

Tustin Legacy (former Marine Corps Air Station Tustin) is bounded by Edinger Avenue on the north, Jamboree Road on the east, Barranca Parkway on the south and Red Hill and Armstrong Avenues on the west.

The property for which services are being solicited is located in the central portion of Tustin Legacy and is comprised of approximately 630 acres. A majority of the property is currently vacant with limited improvements, the most significant being an existing vacant blimp hangar. A significant portion of the site has been mass graded, and soil import activities are ongoing.

The property has had three caretakers since portions of the former military base was conveyed to the City in 2002. Portions of the site have been retained by the Department of the Navy with conveyance to the City expected in the next few years. The initial caretaker was responsible for maintaining the property prior to site preparation activities commencing which focused on maintaining the existing facilities and grounds. From 2006 to mid-2010, site preparation commenced and a new caretaker was retained by Tustin Legacy Community Partners, LLC (TLCP), the former developer of the property. During this site preparation stage, caretaker services evolved from maintaining existing conditions to erosion and sediment control. During this time, most of the existing military infrastructure was demolished or removed. An interim caretaker was retained by the City's former Redevelopment Agency in September 2010 for an initial period of 90 days. An RFP was issued for caretaking and property management firms in 2010, and a new caretaker was selected and has been acting in that role to this day.

The City of Tustin (City) is responsible for administering the property management contract for the City-owned property and facilities located at Tustin Legacy whether owned by the City and/or leased by the City from the Department of the Navy ("City Service Area") as shown on Attachment 1.

## **II. Goals and Objectives**

The Consultant selected will ensure the adequate operation, maintenance, and protection of the City Service Area pending disposition of property and facilities to third parties. The Consultant shall provide expert advice to the City in property maintenance, anticipate problems, provide solutions, and perform maintenance at a level determined by the City to be necessary to ensure that the property is compliant with regulatory requirements enforced by local, regional, state and federal agencies. The Consultant shall at all times be protective of the City's property and interests.

## **III. Project Assignment**

The current Property Management and Caretaking Consultant currently performs the following services:

- Grounds, Building and Facility Maintenance;
- Erosion and Sediment Control;
- Site Control; and,
- Other Miscellaneous Services.

The Consultant selected through this RFP process will be required to perform the services listed above. The Consultant selected shall provide the personnel, transportation, consumables, equipment, tools, materials, supervision, management and other services necessary to manage and perform the maintenance, operations, repairs, and other necessary services as specified in detail in the Scope of Services in Section V. The services provided will be on annual basis, on a time and materials basis with monthly billings at a not to exceed amount that is tied to individual scope of work line items (which may be reduced as indicated below as time progresses).

The property, as described in Section I, is largely unimproved with the exception of a large wooden blimp hangar (Hangar 2) constructed during World War II. Hangar 2 is approximately 1,000 feet long, 300 feet wide, and 17 stories tall, which the City leases on occasion and for which Consultant shall be responsible for ensuring the facility remains relatively clean, locked and secure. The property is expected to be developed in phases over the next 15-20 years. As property is conveyed from the City to third parties and as the City constructs major roadway and infrastructure segments, the Consultant's scope of service is expected to be reduced to reflect the amount of property owned/controlled by the City.

#### **IV. Tentative Schedule for Proposal Submission**

- May 2, 2016: Issuance of Request for Proposals
- May 13, 2016: Cut-off Date for Written Questions
- May 23, 2016: Proposals Due at Tustin City Hall
- May 24-June 6, 2016: Review of Proposals and Selection Process; Insurance Validation and other Requirements
- June 7, 2016: Agreement Approved by City Council
- June 30, 2016: Issuance of Notice to Proceed

#### **V. Scope of Services**

The proposed Scope of Services shall include and address each of the tasks in sufficient detail to understand the proposed services being offered, schedule for providing services, schedule for providing reports required for monitoring activities, and coordination meetings with the client. The City has identified as a "minimum scope of work" that must in all respects be addressed.

The Consultant's work generally includes performing property erosion and sediment control; property maintenance; fire prevention; access control to the property; and maintenance of security fencing and gates.

City-maintained property, buildings, and facilities are located on approximately 630 acres (the "City Service Area") at the Former Marine Corps Air Station Tustin (referred to herein as "Tustin Legacy") as shown on the City Service Area, Attachment 1.

The specific Scope of Services for this RFP is identified in Attachment 2 ("Consultant Services Agreement", Exhibit A "Scope of Services"). The Scope of Services includes work in the following five main sections:

- Management/General Requirements
- Grounds, Buildings and Facilities Maintenance
- Erosion and Sediment Control
- Miscellaneous Services
- Contingency

## **VI. Proposal Requirements**

This section is intended to provide guidelines for the proposing Consultant regarding elements that the City will look for and expect to be included in the proposal.

### **A. Content & Format**

Proposals shall contain no more than twenty (25) typed pages excluding the index, table of contents, tables, charts, and graphic exhibits.

The proposal should include at a minimum the following:

- Scope of Services (Attachment 2 – Consultant Services Agreement, Exhibit A – Scope of Services).
- Team Organization including an organization diagram and time commitment of key staff.
- Statement of Qualifications regarding the firm proposing including descriptions of similar projects by key staff to be assigned during the term of the contract.
- Resumes of key staff.
- A fixed fee for a not-to-exceed amount for the full range of services being proposed under the Consultant's proposal shall be required, and provided in the format provided in Attachment 2, Exhibit C of this RFP narratively detailing

the line items for the Monthly Budget Items and the proposed costs of each line item of the corresponding to the Scope of Services.

- A fixed hourly and material fee for any additional tasks or contingencies shall also be identified by the submittal of a Fee Schedule.
- A list of references for work conducted for other clients of a similar nature to the Scope of Services required with this RFP.
- Conflict of Interest Statement. A proposer must disclose any conflict of interest. A conflict of interest is defined as any proposer firm or principal of the firm having a known financial interest in connection with their interest in this project with a member of the governing body of the City of Tustin or Successor Agency to the Tustin Community Redevelopment Agency or to any office or employee of the City of Tustin or Successor Agency to the Tustin Community Redevelopment Agency.
- If relevant, identification by proposer of any exceptions they may have to the provisions of this RFP which shall be fully explained.

## **B. Scope of Services**

The information provided in this section should describe the firm's approach and work program to meet the City's objectives, design concept, technical approach, methodology, construction/landscape plans, and specific tasks and activities that will be performed to address the specific issues and work items.

## **C. Team Organization**

The information provided in this section should describe the organization of the project team including sub-consultants and key staff. A project manager and an alternate project manager who will be the prime contact and be responsible for coordinating all activities with the City should be included. An organization diagram showing all key team members and illustrating the relationship between the City, the project manager, key staff, and sub-consultants and a brief description of the role and responsibilities of all key staff and sub-consultants identified in the team organization also should be included.

## **D. Statement of Qualifications**

The information provided in this section should describe the qualifications of the firm and key staff in performing projects within the past five (5) years that are similar in scope and size to demonstrate competence to perform these services. The projects listed should be those that the key staff named for this project had responsibility for performing services. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities.
- The client's name, contact person, addresses, and telephone numbers.
- A brief description of type and extent of services provided.
- Specific Qualifications of the Consultant and/or key staff. The following qualifications are examples of desired (but not required) qualifications:
  - Certified Professional in Erosion and Sediment Control
  - Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) Trained and Certified
  - Possess a Department of Toxic Substances Control (DTSC) EPA ID number for the purpose of handling and transporting hazardous materials.
- Total costs of the project.

Brief resumes of key personnel who will provide these services demonstrating their qualifications and experience also should be included. Resumes should highlight education, relevant experience, licenses, and specific responsibilities for services described.

### **E. Fee Proposal**

Compensation for services provided shall be based upon the Consultant's detailed fee proposal, which shall be in the format specifically provided in Attachment 2, Exhibit C to furnish the services detailed in the proposal which shall be a not to exceed fee for the Basic Scope of Services and a Fee Schedule for additional work items.

Hourly rates in the Fee Proposal shall comply with Director of Industrial Relations Prevailing Wage Rates for the corresponding or similar positions performing the tasks in the Scope of Services. Please review Section 9 of Exhibit B of the attached sample Consultant Services Agreement for all details related to complying with the Prevailing Wage requirements. All workers and employees shall be legal, fully documented residents of the United States.

A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-consultant services shall be included with the fee proposal. The labor breakdown shall be compiled based upon a listing of work tasks that correlates with the Consultant's defined scope of work for the project proposal. This information will be used by the City staff to evaluate the

reasonableness of the fee proposal and may be used in negotiating the final fee amounts for the contract agreement.

In review of the Proposals, the City will examine all of the information including experience of Consultant in related work efforts, and the proposed fee schedules. Proposed Consultant fees will not be used to determine the ranking of the Consultants. Reimbursable expenses shall not be allowed unless included in the original Consultant Proposal and specifically detailed and subsequently reviewed and agreed to by the City. Price escalations during the contract term are disfavored and will not be allowed unless negotiated prior to execution of Consultant Services Agreement.

The Consultant shall prepare billings, reflective of the proposed project schedule and the scope of work completed, by line item and description.

#### **F. Statement of Offer & Signature**

The Proposal shall contain a statement that the proposals are a firm offer for a 90 day period for the regular scope of work items and signed by an individual authorized to act on behalf of the firm.

### **VII. General Requirements**

#### **A. Insurance Requirements**

- Insurance
  - Consultant shall maintain in full force and effect for the duration of this project:
    - Policies of commercial general liability and automobile liability insurance (each of which shall include property damage and bodily injury) and each with limits of at least one million dollars (\$1,000,000) combined single limit coverage per occurrence.
    - Pollution Legal Liability Insurance covering risks associated with personal injury, property damage, defense costs and remediation costs, in an aggregate amount of not less than \$5,000,000.00 and with a self-insured retention amount not in excess of \$100,000 per claim.
    - Workers' Compensation Insurance, to the extent required by law.

Additional insurance requirements applicable to the project are set forth in the City's standard form of agreement, included as Attachment 2. The Consultant is encouraged to contact its insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected for negotiation of an agreement.

## **B. Standard Form of Agreement**

The Consultant will be required to enter into an agreement with the City based upon the contents of the RFP and the Consultant's proposal. The City's standard form of agreement is included as Attachment 2. The Consultant shall carefully review the agreement, and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.

## **C. Disclaimer**

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to cancel this RFP in part or in its entirety. The City may require the selected Consultant to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

## **D. Assigned Representatives**

The City will assign a responsible representative to administer the contract and to assist the Consultant in obtaining information. The Consultant also shall assign a responsible representative (project manager) and an alternate, who will be identified in the proposal. The Consultant's representative will remain in charge of the Consultant's duties from the notice-to-proceed through project completion. If the Consultant's primary representative should be unable to continue with the project, then the alternate representative identified in the proposal shall become the project manager. The City's representative shall first approve any substitution of representatives or sub-consultants identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract.

## **E. City Business License**

A City business license will be required of the Consultant and any sub-consultants for services under this agreement.

## **VIII. Consultant Evaluation and Selection Process**

The City's Consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The following criteria will be used by the City in evaluating the proposals:

- Approach and work plan to achieve specified city objectives
- Clarity of proposals
- Qualifications and experience of the project manager and other key individuals
- Qualifications and experience of the firm
- Compliance with proposal requirements

The City may elect to interview a short list of qualified firms or to interview only the top rated firm based upon the proposals submitted for the project.

The City staff will utilize its standard Consultant Services Agreement for Caretaker Services, a copy of which is attached. In the event the firm considered most qualified is unwilling to comply with the terms of said Agreement and execute, the City would then move onto the next most qualified firm.

## **IX. Administration Specifications**

### **The City of Tustin's Rights to Proposals**

All proposals, upon submission to the City of Tustin shall become its property for use as deemed appropriate. By submitting a proposal, the proposer covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of this RFP specification, or because of any misinformation or lack of information.

This RFP is not a contract of a commitment of any kind by the City and does not commit the City to enter into an Agreement, or to pay any costs incurred in submission of any proposal.

The content of this RFP and any and all attachments are not warranted or guaranteed by the City, and respondents are urged to make independent investigations and evaluations as they deem advisable to reach independent conclusions.

The City of Tustin reserves the right in its sole discretion and without prior notice with regard to proposals submitted:

- To terminate this RFP;
- To issue subsequent RFP's for the same scope of work, or variations thereof;
- To revise, or procure services by any other means;
- To modify the scope of services;
- To modify the selection criteria;
- To accept or reject any or all proposals;
- To correct any arithmetic errors in any or all proposals submitted;
- To utilize any or all the ideas from proposals submitted;
- To change the proposal's due date upon appropriate notification;

- To adopt any or the portions of a proposer's submittal;
- To negotiate modifications to the scope and fee with a selected proposer prior to an Agreement being approved by the City; and,
- To take any other actions which would satisfy City's goals.

Further, the City reserves the rights to:

- Conduct a background check of the proposer's and members of their team which may include, but is not limited to, contacting individuals and organizations regarding the capabilities and experience of the proposer and members of their team.
- Sole right to judge the representations of a proposer, either in writing or orally as to their veracity, substance and relation to the proposed requested services.
- Request additional information of proposers as deemed necessary and appropriate by the City.

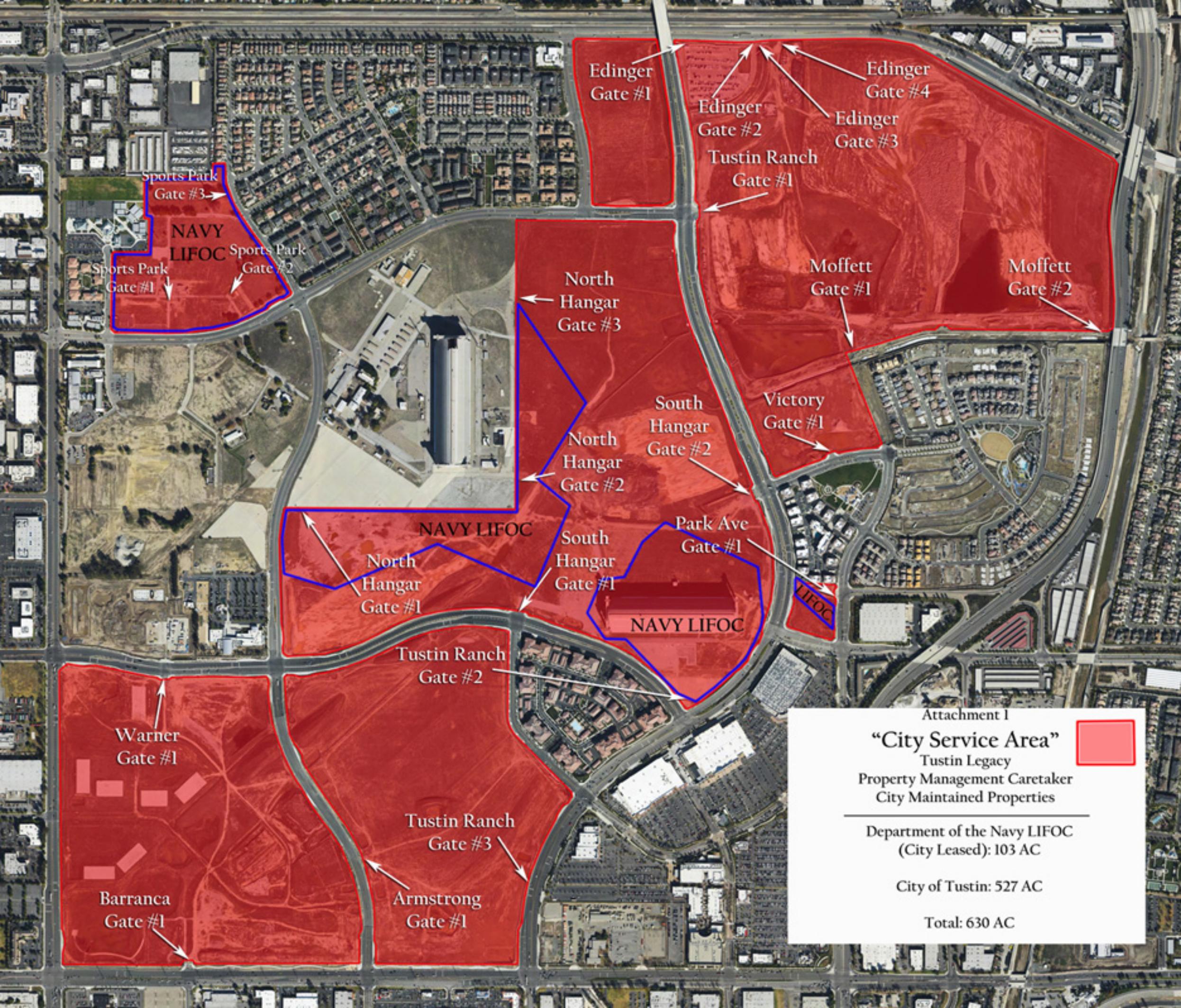
By submitting a response to this solicitation, the proposers waive all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP, the City's selection of a firm to undertake the services, the City's rejection of any and all responses to this solicitation, and any subsequent agreement entered into by the City as a result of this or any future related solicitation.

**ATTACHMENTS**

Attachment 1 – City Service Area

Attachment 2 – Consultant Services Agreement

- Form Agreement
- Exhibit A – Scope of Services
- Exhibit B – Special Restrictions
- Exhibit C – Schedule of Compensation
- Exhibit D – Spill Contingency and Hazardous Material Plan
- Exhibit E – Erosion Control Plan



Attachment 1

**“City Service Area”**

Tustin Legacy  
 Property Management Caretaker  
 City Maintained Properties

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Department of the Navy LIFOC  
 (City Leased): 103 AC

City of Tustin: 527 AC

Total: 630 AC

**CONSULTANT SERVICES AGREEMENT  
FOR  
PROPERTY MANAGEMENT/CARETAKER SERVICES  
FOR A PORTION OF TUSTIN LEGACY**

This Agreement for Consultant Services is made and entered into as of June \_\_, 2016 by and between the **CITY of TUSTIN** ("City"), a municipal corporation duly organized under the laws of the State of California and \_\_\_\_\_ ("Consultant").

- A. City is responsible for maintaining real property and facilities located at Tustin Legacy ("City Service Area") and desires to ensure adequate operation, maintenance, and protection of the City Service Area.
- B. To ensure that adequate operation, maintenance, and protection of the City Service Area, City requires professional services and related services pending disposition of property and facilities to private and public development interests.
- C. Consultant is qualified to provide the necessary services, has been selected because of its extensive related experience and familiarization with the Tustin Legacy project and has agreed to provide such services.
- D. City has issued a "Scope of Services" a copy of which is attached hereto as Exhibit A and is by this reference incorporated herein as though fully set forth hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

**1. SERVICES OF CONSULTANT**

1.1 Necessary Services. Consultant shall provide to the City the personnel, transportation, consumables, equipment, tools, materials, supervision, management, and other services necessary to manage and perform the maintenance, operations, repairs, and other necessary services in compliance with all terms and conditions of this Agreement and as specified in the "Scope of Services" attached hereto as Exhibit A and incorporated herein by this reference, (the "services" or the "work")

Consultant warrants that all services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the industry.

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and

regulations of the City of Tustin and of any federal, state or local government agency of competent jurisdiction.

1.3 Licenses and Permits. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Contract, Consultant warrants that they (a) have thoroughly investigated and considered the work to be performed, (b) have investigated the site of work and become fully acquainted with the conditions there existing, (c) have carefully considered how the work should be performed, and (d) fully understand the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, Consultant shall immediately inform the City of such fact and shall not proceed with any work except at Consultant's risk, until written instructions are received from the Contract Officer.

1.5 Care of Work. Consultant shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to facilities, equipment, materials, records, papers or other components of the work, and shall be responsible for all such damage until termination of the contract by the City, except such loss or damages as may be caused by the City's own negligence.

1.6 Special Requirements. Any additional terms and conditions of this Agreement are set forth in Exhibits B, C, D, and E and are incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit A and any other provision or provisions of this Agreement, including Exhibits B, C, D, and E, the provisions of Exhibit A shall govern.

## **2. COMPENSATION**

2.1 Compensation. For the services rendered pursuant to this Agreement, Consultant shall be compensated and reimbursed consistent with the specific cost line items and requirements for operating costs, as more fully set forth in Exhibit C and which is incorporated herein by reference as though fully set forth herein. In any event, the monthly operating cost for the provision of caretaker/property management services shall not exceed the amounts as set forth in Exhibit C.

2.2 Minimum Level of Service. The costs contained in this Agreement shall represent the minimum level of caretaker, property management and maintenance services required to protect assets, resources, and systems within the City Service Area.

2.3 Fully Burdened Costs. The costs presented under this Agreement reflect the fully burdened hourly costs associated with providing caretaker/property

management and maintenance services under this Agreement, except as otherwise noted in Exhibit C.

2.4 Method of Payment. All work conducted under this Agreement shall be billed consistent with the fully burdened hourly rates and budget included in Exhibit C of this Agreement and in such form and containing such documentation as reasonably required by the City in order to establish charges and to enable compensation therefore by the City. Each such invoice shall include the amount of payment requested, the total compensation permitted by line item in Exhibit C, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the City. Consultant shall submit written invoices not more frequently than monthly. In any month in which Consultant wishes to receive payment, Consultant shall no later than the first working day of the next month following the month of service, submit to the City an invoice for service. The City shall pay Consultant for all expenses stated thereon which are approved by the City consistent with this Agreement,

2.5 Changes. In the event any change or changes in the work is requested by the City, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including but not limited to, any modification to Consultant's fees. An Addendum may be entered into to provide for revisions or modifications to the scope of work, Exhibit A, including but not limited to, a reduced level of service.

Consultant acknowledges that the City, at its discretion, may increase or decrease any specific line item or a decrease in the maximum funding amount reflected in Section 2.1, within fifteen (15) days notice to Consultant. Increases in any line item shown in Exhibit C shall result in decreases in other line items as shall be recommended by the City and coordinated with and agreed to in writing between the City and Consultant. Any decrease in the maximum funding shall be accompanied by a corresponding decrease in caretaker/property management services under the Agreement which shall be coordinated and agreed to in writing between the City and Consultant.

Consultant acknowledges that as infrastructure projects progress, development agreements are entered into and property is exchanged now and in the future at Tustin Legacy, the City expects to reduce and/or change the City Service Area and adjust the corresponding compensation associated with any applicable portion of the compensation amount so that the total annualized costs would be expected to be reflect the size of the City Service Area.

### **3. PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed within any time frames prescribed in Exhibit A ("Scope of Services").

#### 4. COORDINATION OF WORK

4.1 Representative of Consultant. The following Principal of Consultant is hereby designated as being the Principal and representative of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

NAME, TITLE  
ADDRESS 1  
ADDRESS 2  
PHONE/FAX

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principal is substantial inducement for the City to enter into this Agreement. Therefore, the foregoing Principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. Consultant may not change the foregoing Principal without the express written approval of the City.

4.2 Contract Officer. The Contract Officer shall be the Assistant to the City Manager of the City unless otherwise designated in writing by the Contract Officer. For purposes of day-to-day liaison and administration, the Contract Officer or their designee shall be primarily responsible for coordination with Consultant in the provision of the City of Tustin support when necessary and requested by Consultant. It shall be Consultant's responsibility to keep the Contract Officer or their designee fully informed of the progress of the performance of the services and Consultant shall refer any decisions on the Agreement, which must be made by the City to the Contract Officer. Unless otherwise specified herein, any approval of the City required hereunder shall mean the approval of the Contract Officer.

4.3 The Consultant Principal identified in Section 4.1 shall meet with the Contract Officer or their designee at least monthly, or as more frequently requested by the Contract Officer or their designee.

4.4 Prohibition Against Subcontracting. The experience, knowledge, capability and reputation of Consultant, its principals and employees were substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or part the services required under this Agreement without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

4.5 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. Consultant shall be solely responsible for compliance with State and Federal Law with respect to the wages, hours, benefits and working conditions of its employees, including requirement for payroll deductions for taxes. Employees or independent contractors of Consultant are not City employees.

## **5. INSURANCE/INDEMNIFICATION**

### 5.1 Insurance

A. Consultant shall maintain in full force and effect during the term of this Agreement policies of commercial general liability and automobile liability insurance (each of which shall include property damage and bodily injury) and each with limits of at least one million dollars (\$1,000,000) combined single limit coverage per occurrence.

B. To the extent required by law, Consultant shall carry and maintain Workers' Compensation insurance as is required to fully protect Consultant and its employees under California Worker's Compensation Insurance Law. The insurance company shall agree to waive all rights of subrogation against the City, the Successor Agency to the Tustin Redevelopment Agency and Department of the Navy (for LIFOC Parcels only) for losses paid under the policy, which losses arose from the work performed by the named insured.

C. Other applicable insurance requirements are: (1) Name the City, the Successor Agency to the Tustin Community Redevelopment Agency and Department of Navy (as to the LIFOC Parcels only) and its officials and employees as additional insured on the commercial general and automobile policies. (2) The insurance shall be issued by a company authorized by the Insurance Department of the State of California and rated A, VII or better (if an admitted carrier) or A-, X (if offered, by a surplus line broker), by the latest edition of Best's Key Rating Guide, except that the City will accept workers' compensation insurance rated B-VIII or better or from the State Compensation Fund. (3) The Insurance shall not be cancelled, except after thirty (30) days written prior notice to the City; and (4) The commercial general and automobile liability insurance shall each be primary as respects the City, and any other insurance maintained by the City shall be in excess of this insurance and not contribute to it.

D. Upon execution of this Agreement, Consultant shall provide to City certificates of insurance and insurer endorsements evidencing the required insurance. Insurer endorsements (or a copy of the policy binder if applicable) shall be provided as

evidence of meeting the requirements of Subsections (1) (3) and (4) of Section 5D above and the waiver of subrogation requirement in Section C above. If self-insured for worker's compensation, Consultant shall submit to City a copy of its certification of self-insurance issued by the Department of Industrial Relations.

E. Consultant shall provide to City a written notice of cancellation of insurance within five (5) days of its receipt of a notice of cancellation from any insurance carrier providing general liability, auto, worker's compensation and professional liability insurance. Said notice shall be in writing and sent to the City via U.S. Mail, first class, postage prepaid thereon or FedEx overnight to:

Attention: Contract Officer  
Assistant to the City Manager  
City of Tustin  
300 Centennial Way  
Tustin, CA 92780

Failure to provide such notice to City as set forth above shall constitute a material breach of this Agreement and Consultant acknowledges and agrees that the City shall be entitled to recover from Consultant any and all damages arising as a direct and proximate result thereof.

In addition, Consultant shall instruct its insurance broker to provide the City with written notice of cancellation of any insurance policy(ies) applicable to this Agreement within forty-eight (48) hours of the broker's knowledge of any cancellation by the insurance provider.

5.2 Pollution Legal Liability Insurance. The Consultant shall obtain at its sole cost and expense in effect from the inception of the Agreement until the Scope of Work is complete, Pollution Legal Liability insurance which provides financial protection and assurance for the benefit of the City of Tustin, for all claims, losses expenses and costs related to or arising from pollution conditions, including those related to asbestos containing materials, lead based paint, PCBs and petroleum products and their derivatives that are created, released or conveyed through the Consultant's or the Consultant's agents' activities and performance under the contract including negligence or failure to perform the project.

Consultant shall provide to the City within ten (10) working days after the date of approval of the Consultant Services Agreement evidence of the aforementioned insurance with insurer endorsements, which must meet the requirements of this Section 5.2 of the Agreement. An Accord Certificate will be accepted solely as evidence of the name of the insurers and the amounts of insurance.

Consultant shall provide City with a Certificate of Insurance form which evidences the required insurance. The certificate shall cover risks associated with personal injury, property damage, defense costs and remediation costs, in an aggregate amount of not less than \$5,000,000.00 and with a self insured retention amount not in excess of \$100,000 per claim. Such insurance coverage shall name the City, the Successor Agency to the Tustin Community Redevelopment Agency and the Department of the Navy (only for those portions of the project within the boundaries of the properties owned by the Federal Government) as additional insureds, without any limitations on coverage different from those provided for the Consultant. Such policy shall provide that the carrier waives any right of subrogation against the City, the Successor Agency to the Tustin Community Redevelopment Agency, and the Department of the Navy. Such policy shall not be cancelable by the Consultant without the prior written consent of the City, and shall have the premium paid at inception and 100% earned at that time. Consultant shall provide evidence of its ability to satisfy multiple self insured retention amounts (multiple SIRs would be the SIR for each claim so if there were 5 claims, the Consultant would have to satisfy the \$100,000 SIR 5 times).

### 5.3 Indemnification.

A. General. The Consultant shall defend, indemnify and hold harmless the City and Department of the Navy (as to LIFOC Parcels only) and its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys' fees, for injury to or death of person or persons, for damage to property, including property owned by City and the Department of the Navy, arising from errors and omissions of Consultant, its officers, employees and agents, and arising out of or related to Consultant's performance under this Agreement, except for such loss as may be caused by City's or Department of the Navy's sole negligence or that of its officers or employees.

The Consultant shall also defend, indemnify and hold the City harmless from any claims or liability for City health and welfare, retirement benefits, or any other benefits of part-time or full-time City employment sought by Consultant's officers, employees, or independent contractors, whether legal action, administrative proceeding or pursuant to State statute.

B. Environmental. Consultant will indemnify and hold harmless the City from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal, or any other action by Consultant giving rise to City liability, civil or criminal, or responsibility under Federal, State or local environmental laws incident to this Agreement. Conditions or activities giving rise to the aforementioned liabilities which occurred prior to the onset of this Agreement, and are not a result of or related to any action by Consultant, are not subject to this indemnification. This provision will survive the expiration or termination of this Agreement and Consultant's obligation hereunder will apply whenever the City incurs costs or liabilities for Consultant's actions of the type described in this subsection.

## **6. RECORDS AND REPORTS**

6.1 Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant agrees to provide such reports within a reasonable period of time and in such detail as may be required.

6.2 Records. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records. Consultant shall also afford any authorized representatives of the City, access to and the right to examine all records, books, papers, and documents, including records in automated forms, that are within Consultant's custody or control and that relate to its performance under this Agreement. Consultant will retain such records intact for at least three (3) years following termination of this Agreement. Access to Consultant's records will be only during normal business hours, and the requesting party will give Consultant twenty-four (24) hours prior notice of its intention to examine Consultant's records that relate to the performance of this Agreement.

6.3 Ownership of Documents. All documents, specifications, records, documents and other materials prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights or City's ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein.

6.4 Release of Document. All reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## **7. TERM.**

Unless terminated in accordance with Section 8.7 of this Agreement, the term of services under this Agreement shall commence upon execution of the Agreement for a one (1) year period, including required Agreement changes or modifications contained in Section 2.5. Notwithstanding the above-mentioned provisions, the City shall also provide confirmation of the City Service Area and notice to the Consultant by January 1, 2017 prior to the Consultant proceeding with the second six months. If modifications to the City Service Area or other terms of the Agreement are needed to reflect changes in the City's property management/caretaker responsibilities at Tustin Legacy or changes in the City's funding resources, changes to the Agreement will need to occur pursuant to Section 2.5 prior to proceeding with the second six months of service.

## **8.0 ENFORCEMENT OF AGREEMENT**

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party cures any default within thirty (30) days after service of the notice, or if cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement; provided that if the default is an immediate danger to the health, safety and general welfare, the City may take immediate action under Section 8.6 of this Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.3 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.5 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment or any other remedy consistent with the purposes of this Agreement.

8.6 Termination Prior to Expiration of Term. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that where termination is due to the fault of the Consultant and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate as determined by City in its

discretion. Upon receipt of the notice of termination, Consultant shall immediately cease all services hereunder except as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.7 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may terminate this Agreement after providing the Consultant with a Notice of Non-Compliance, specifying the grounds therefore and all facts demonstrating non-compliance and (10) calendar days to cure such deficiencies. City may take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, provided that the City shall use reasonable efforts to mitigate damages, and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed to City.

8.8 Attorneys Fees. If either party commences an action against the other party arising out of or in connection with this Agreement or its subject matter, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing party.

## **9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

9.1 Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to Consultant, or any successors-in-interest, in the event of any default or breach by the City or for any amount which may become due to Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry. Consultant shall take affirmative action to insure that applicants and employees are treated without regard to their race or color.

## **10. MISCELLANEOUS PROVISIONS**

10.1 Notices. All notices, transmissions, correspondence, reports, official communications, and/or statements authorized, made under, or required by this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by U.S. Mail, First Class postage prepaid, to the other party at the address or facsimile transmission telephone number set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall

be deemed communicated forty-eight (48) hours from the time of mailing if needed as provided by this Section.

**CONSULTANT:**

**CITY:** Matthew S. West, Assistant to the City Manager  
City of Tustin  
300 Centennial Way  
Tustin, CA 92780  
Phone (714) 573-3116  
FAX (714) 838-1602  
[mwest@tustinca.org](mailto:mwest@tustinca.org)

10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

10.6 Change of Circumstances. Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.

10.7 Third Party Beneficiaries. The parties agree that the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by any person or entity not a party to this Agreement. By entering into this Agreement, neither party waives any of the immunities provided under state or federal law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

**CONSULTANT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant

**CITY OF TUSTIN**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey C. Parker  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David Kendig, City Attorney

## **Attachments Table of Contents**

- Exhibit A – “Scope of Services”
  - Attachment 1 – “City Service Area”
- Exhibit B – “Special Restrictions”
- Exhibit C – “Schedule of Compensation”
  - Attachment 1 “Estimated Monthly Budget”
  - Attachment 2 “Estimated Monthly Budget Line Items”
  - Attachment 3 “Construction Labor and Material Rates”
- Exhibit D – “Spill Contingency and Hazardous Material Plan”
  - Attachment 1 – “Emergency Coordinators”
  - Attachment 2 – “Spill Control Equipment”
  - Attachment 3 – “Hospital Route Map”
- Exhibit E – “Erosion Control Plan”

Exhibit A

**SCOPE OF SERVICES**

The following identifies the work that the Property Management Consultant (the "Consultant") shall perform to land (mass graded land), Hangar 2, and facilities (fencing, gates, Navy equipment, etc.) on City owned and Department of Navy properties leased to the City, as applicable, within the City Service Area shown in Attachment 1 to this Exhibit A (the "City Service Area"). The Consultant's work includes the management and inspection necessary to ensure continued: property erosion and sediment control; property maintenance; general building weather tightness and security; fire prevention; and security fencing and access control.

City-maintained property, buildings, and facilities are located on approximately 630 acres (the "City Service Area") at the Former MCAS Tustin (referred to herein as "Tustin Legacy") as shown on Exhibit A Attachment 1.

The Scope of Services includes work in the following five main sections:

- MANAGEMENT/GENERAL REQUIREMENTS
- GROUNDS, BUILDINGS, AND FACILITIES MAINTENANCE
- EROSION AND SEDIMENT CONTROL
- MISCELLANEOUS SERVICES
- CONTINGENCY

**I. MANAGEMENT/GENERAL REQUIREMENTS**

**A. Standards** – The standards for routine caretaker maintenance and inspection of facilities are detailed in this section. A sample inspection checklist, based on the standards and maintenance level shall be produced by Consultant and approved by the City for this use. The goal is to limit expenditures to the minimum necessary to prevent facility deterioration and preserve the potential for long-term facility reuse by future developers. It is expected that the Consultant will employ prudent judgment and experience when applying maintenance and repair techniques and standards to specific activities, facilities and situations.

Labor, as well as, material and equipment costs for all work performed shall be tied to a specific budgetary line item to facilitate cost accounting and invoice review.

**B. Administration** – The Consultant shall have a working supervisor on-site (within the City Service Area) for a minimum of eight (8) hours per day, Monday through Friday, starting at 7:00 am each day that will provide site presence, incidental inspection and overall direction of the property

management and caretaker maintenance crew. The Consultant's staff will update work plans and coordinate property management requirements, process billing and payments, monitor budget execution and financial management, manage any technical library and records, and perform other duties as directed. The overall management support for the Agreement and most of the administrative activities will take place in the office of the Consultant located inside Edinger Gate #4 at Tustin Legacy, unless otherwise authorized by the City.

Administrative duties shall include, but are not limited to the following:

- Project management of total work effort.
- Weekly and/or monthly update meetings, as needed
- E-mail and telephone communication.
- Written correspondence.
- Equipment ownership/leasing and maintenance management.
- Inspection of base, Quality Assurance (QA) & Quality Control (QC) management of contracted items, including:
  - Employee Oversight and Coordination
  - Training/Orientation of New Employees
  - Management of employees.
- Response to requests from the Department of the Navy and its contractors, Developers, Regulatory Agencies, and others, as needed.
- Administrative Support.
  - Database expense entries, material & labor.
  - Monthly meeting minutes
  - Prevailing Wage Timesheet tracking
  - Records & filing

**C. Records** - Records shall be maintained which will reflect periodic maintenance performed, including scheduled and accomplished dates, and any repairs made, and all required prevailing wage timesheet tracking and documentation. Submit all reports, data, or other submittals, including prevailing wage payroll, required as part of the Scope of Services to the City's Contract Officer. The Consultant shall establish and maintain a central repository for maintenance documents for City review.

**D. Emergency Response** - The Consultant shall have procedures for receiving and responding to emergency service calls 24 hours per day, 7 days per week, including weekends and holidays. Response to emergency calls will be immediate and corrective action to arrest an emergency will begin no later than one hour after receipt of the service call. The Consultant shall respond and arrest the emergency condition

before departing the work site. The Consultant shall also adhere to the “Spill Contingency and Hazardous Materials Response Plan” in Exhibit D detailing procedures for responding to hazardous waste, fuel and other chemical spills in accordance with Federal, State, and Navy regulations, including the Lease in Furtherance of Conveyance (“LIFOC”) between the City of Tustin and the Department of the Navy.

- E. Equipment and Materials** – The Consultant shall be responsible for procuring all equipment, materials, and utilities required to perform all of requirements of this Agreement.
- F. Grounds, Buildings, and Facility Maintenance Levels** – All areas covered under this Agreement shall be maintained to the minimum extent possible for providing protection against fire and erosion.
- G. Release of Information** – The Consultant shall not release to the public or press any information regarding the purpose/Scope of Services to be accomplished or data specific to the project required under the Agreement without prior authorization from the Contract Officer. All such information is considered confidential. All inquiries made of Consultant shall be immediately referred to the Contract Officer.
- H. Department of the Navy** – The Consultant understands and agrees that there may be ongoing Installation Restoration Program (IRP) projects or other Navy activities in support of environmental cleanup or disposal operations at Tustin Legacy. The Consultant agrees to cooperate to the extent necessary in support of these operations, and will not interfere with or hinder any such operations by the Navy.
- I. Environmental Protection/Utility Provisions** - The Consultant will indemnify and hold harmless the City from any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal, or any other action by Consultant giving rise to City liability, civil or criminal, or responsibility under Federal, State or local environmental laws incident to this Agreement. Conditions or activities giving rise to the aforementioned liabilities which occurred prior to the onset of this Agreement, and are not a result of or related to any action by Consultant, are not subject to this indemnification. This provision will survive the expiration or termination of this Agreement and Consultant’s obligation hereunder will apply whenever the City incurs costs or liabilities for Consultant’s actions of the type described in this subsection.

## **II. GROUND, BUILDINGS AND FACILITIES MAINTENANCE**

The Consultant shall perform the following grounds, buildings, and facilities maintenance as required to maintain a respectable appearance with highest priority assigned to areas with highest visibility, to ensure adequate erosion and sediment control as further defined in Section III below, to protect property, for ground maintenance and maintenance of internal Navy access routes safe and free of driving hazards, to ensure import operations are performed safely and securely, prevention of fire hazard build up in landscaping and adjacent to facilities, weed abatement and removal, or other services as ordered by the City.

#### **A. Grass Cutting and Trimming**

- a. Grass/Vegetated areas shall be maintained within a height of approximately twenty-four inches (24"), with the exception that all vegetated drainage channels shall be maintained at a maximum height of twelve inches (12"), but mowed or disked no more than once every other month from July 1st to December 31st and monthly from January 1st to June 30th. There will be no irrigation on-site. Adjustments to heights can be made with prior City approval. Disking of open fields is recommended once a year on or around June 1st. Some vegetation is expected to be kept in place to prevent erosion. Grass clippings shall not be windrowed or deposited in piles or clumps. Clippings shall be uniformly distributed over the mowed area. Prior to mowing, the Consultant shall pick up, remove, and dispose all rubbish, debris, and trash (which includes but is not limited to leaves, paper, etc) within the maintenance area, and all trash which is on or near fences and foundation walls. Trimming around cultivated areas, fences, poles, walls, and other similar objects is to be accomplished to meet safety and minimum fire protection requirements.
- b. Consultant shall perform the following hand weeding as needed to comply with subsection (a) above, or as otherwise noted:
  - i. Exterior perimeter;
  - ii. Within a minimum of ten feet (10') of Navy remediation equipment, including all wells, vaults, conveyance piping, buildings, utility boxes, etc;
  - iii. Along and in drainage channels and culverts, quarterly; and,
  - iv. Apply "Roundup" or similar weed killer to graded pads, once yearly on or around September 1st.
- c. Trash and Litter Policing – The Consultant shall perform regular policing of City Service Area to pick-up and remove all litter (e.g. trash, paper, dead vegetation, limbs, etc.) not compatible with a

well-kept property. Areas for policing include all property within the City Service Area with specific attention and priority to areas with the highest visibility from the public right-of-way (e.g. property perimeter, fence lines, etc). The Consultant shall provide policing services during regular working hours using a vehicle configured to minimize damage to grounds. All litter shall be collected and disposed of by the Consultant consistent with Section IV.

- d. Access Road Maintenance - The Consultant shall perform informal drive by inspections and provide minimum maintenance and dust control, as necessary, for all drivable Navy access roads in safe and drivable conditions within the City Service Area. The Consultant shall ensure that the subject areas are functional without large potholes, surface breaks, and major cracks that would interfere with usability and vehicular traffic, and make repairs as needed.
- e. Secure and Maintain Hangar 2 – Consultant shall ensure that Hangar 2 is secure and maintained to accommodate City events and leasing activities. Backup information on Hangar 2 is available upon request. Examples of duties include:
  - i. Regularly inspect building exteriors not less than once a week to ensure buildings are “buttoned-up” to minimize vandalism, including weekly inspections of the structures and identification of any trespassing, burglary, and/or vandalism activities. All doors and windows shall be secured closed with the only points of ingress/egress through controlled points of access.
  - ii. Replace or install new plywood, as appropriate, or re-securing any broken or windows or doors.
  - iii. Reasonable fire prevention, as determined practical, in addition to immediate notification of the Orange County Fire Authority by dialing 911 for coordination of immediate response. Preventative fire protection shall also include the monthly clearing of all dried landscaping and brush within a minimum of fifty (50) feet of the structures consistent with the Orange County Fire Authority Fuel Modification Plans for non-irrigated zones, and ensuring compliance with mowing standards in Section II above.

- iv. Hangar floor maintenance on a quarterly basis with a street sweeper. Bi-annual floor cleaning.
- v. On occasion, have staff available after hours for City licensing activities in and around the building.
- f. Fencing - Repair and maintain all perimeter fencing, existing “green screen”, gates, and locks. Repair and maintenance of fencing damaged due to weather, vehicle accidents, vandalism, or other non-scheduled fence repair/maintenance shall also be performed in accordance with the established Emergency Response procedures.
- g. Navy Equipment - Protect in place all Navy remediation and monitoring system, including maintaining all existing protection measures (i.e. fences, bollards, etc) around all existing Navy equipment within the City Service Area. Vegetation around all Navy equipment shall be maintained as noted in Section II above.
- h. Rock and Dirt Stockpile Protection – Protect the existing dirt and crushed gravel stockpiles, located generally near the northeast corner of Armstrong Avenue and Warner Avenue, from wind and water erosion and ensure compliance with applicable regulations, including from the Air Quality Management District (AQMD).

## **B. Import Operation Supervision**

- a. The City has an ongoing soil import operation at Tustin Legacy. Consultant will be required to supervise and coordinate the import activity under general City supervision. An elevated platform with dedicated personnel is required to conduct inspection of all import trucks as needed (import operation is not necessarily every day).
- b. Consultant will coordinate with the Contract Officer and City Public Works department on location and amount of import.
- c. Consultant will communicate with import companies on the manner in which the import enters, navigates and exits City property.

## **III. EROSION AND SEDIMENT CONTROL**

The Consultant shall perform Erosion and Sediment Control services per the “*Erosion/Sediment Control Plan for Tract No. 17026*”, dated August 10, 2007, attached to this Agreement as Exhibit D and on file with the City of Tustin’s Public Works Department as a Municipal Fixed Facility, unless otherwise directed by the City. The Consultant shall perform, at a minimum, the following erosion and sediment control activities:

- Maintenance of drainage channels, culverts, and temporary desilting basins, including “Temporary Desilting Basin 'A'” at the northeast corner of Barranca Parkway and Red Hill. Maintenance includes, but is not limited to:
  - Hand weeding in accordance with Section II above,
  - Policing and removal all litter and debris before and after rain events.
- Maintain graded slopes, including future pedestrian bridge embankments and interim earth swales, and control against erosion
- Install and maintain BMPs: sandbag barriers, temporary visqueen spillways, temporary drain pipes and riser, check dams, stabilized construction entrance(s), etc.
- Maintain access gates (gravel, shaker plates, street sweeping, etc)

#### **IV. MISCELLANEOUS SERVICES**

**A. Access/Security Services** - The City may determine if separate security services are deemed necessary to protect the City Service Area; however, the Consultant is expected to keep all perimeter gates locked and the site secure while on-site. When it is safe to do so the Consultant shall also stop any unauthorized vehicle or person and if the person(s) are believed to be engaged in potential criminal activity or unwilling to leave the site, the Consultant shall contact the Tustin Police Department for appropriate response.

**B. Key Control** - The Consultant shall maintain and control all keys, combinations, and other devices used to control access to buildings, secured spaces, or restricted areas. Unless directed otherwise by the City, the Consultant will prohibit the use of keys by any person other than the Consultant’s employees or subcontractors. Extra duplicate copies of keys shall not be produced without City’s authorization.

The Consultant will prohibit the opening of locked areas to permit entrance of persons other than the Consultant’s employees or subcontractors engaged in the performance of assigned work in those areas, or as required to promote reuse of the property. In the event another party will be granted continuing access to facilities, the Consultant will be advised in writing by the City of specific instructions pertaining to the access rights. Unless directed otherwise by the City, the Consultant will prohibit the use of keys by any person other than the Consultant’s employees and designated persons listed on an authorized personnel list and occasional licensees.

- C. Destructive Weather Plan** - The Consultant shall provide required personnel, management, equipment, and material for destructive weather preparation and cleanup. The Consultant shall manage their work effort for destructive weather preparation and identify additional items of work necessary to minimize the damage incurred by destructive weather. The Consultant shall use prudent and efficient judgment in identifying these additional items of work. Destructive weather includes but is not limited to gales, rainstorms, flooding, earthquakes and wind.
- D. Animal Control** - The Consultant shall remove any dead or dying animals in accordance with local ordinances. Appropriate measures shall be taken by Consultant to eliminate odors caused by the presence of dead rodents or other animals. The Consultant shall coordinate with Orange County Animal Control and/or the local animal shelter for any animals captured on-site.
- E. Refuse Collection And Disposal** - The Consultant shall collect and dispose of refuse, and other discarded wastes, resulting from Property Management operations. All work performed shall conform to the requirements of all applicable Federal, State, and local regulations pertaining to environmental protection and occupational safety and health, and to the procedures and safety requirements as identified by the City of Tustin. The Consultant shall be responsible for any permits or fees associated with disposal.
- F. Electrician Services** – Consultant is not required to have or procure an electrician. If Consultant does have an electrician on staff, the City will use the electrician for consultation on temporary/permanent power solutions, Hangar 2 door(s) maintenance and other issues as they arise.

**V. CONTINGENCY**

Recognizing there can be unknowns in performing the property management services, a small contingency amount of up to 5% of the total monthly estimates have been included to handle unforeseen expenses.

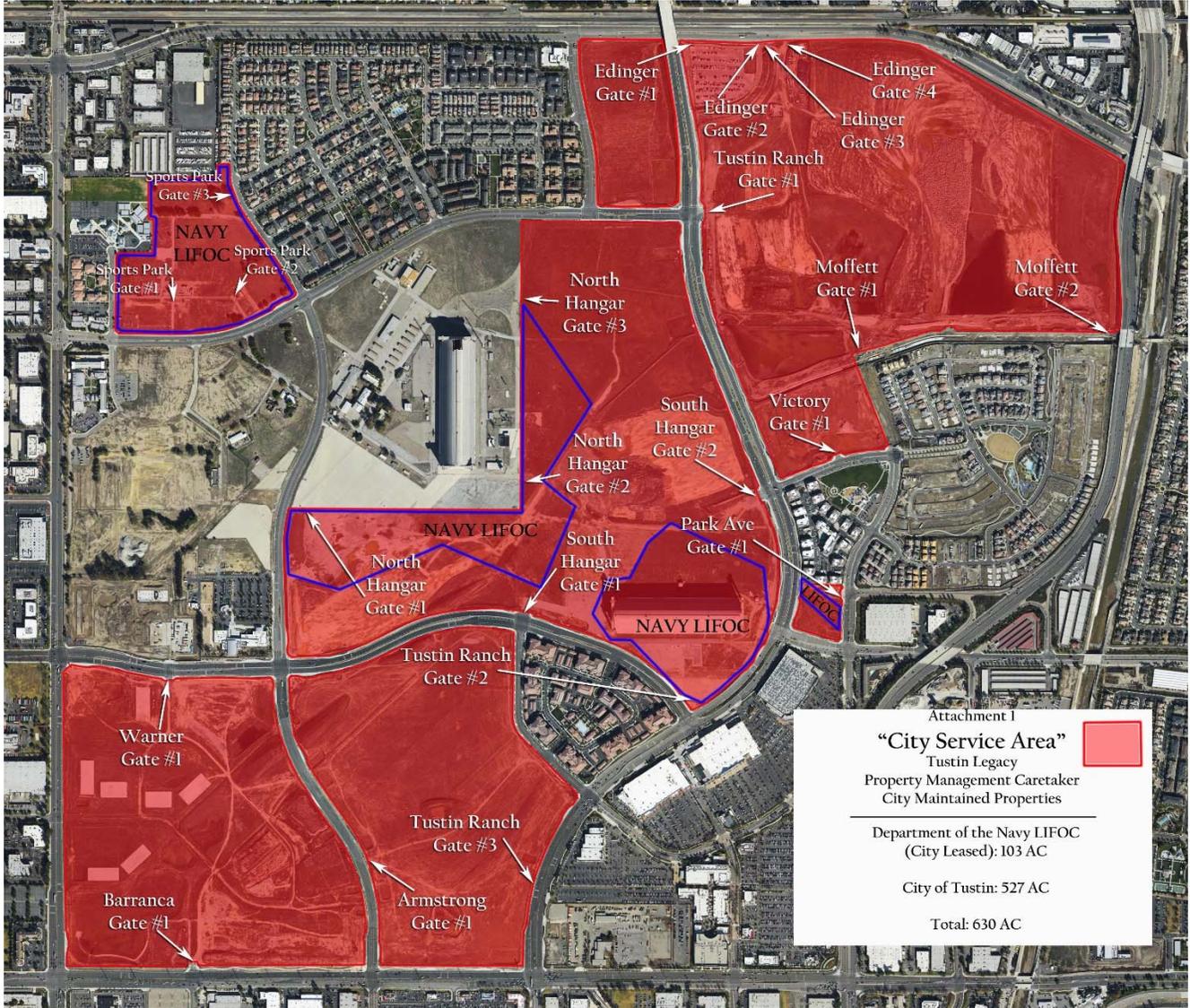
Additional services shall be performed as authorized in writing by the City to the Consultant at a cost predetermined in writing by the City and the Consultant on a time and material basis.



Exhibit A

Attachment 1

**CITY SERVICE AREA**



## EXHIBIT B

### **SPECIAL REQUIREMENTS**

1. Consultant shall not release to the public or press any information regarding the purpose/scope of services to be accomplished or data specific to the project required under the Agreement without prior authorization from the Contract Officer. All such information is considered confidential. All inquiries made of Consultant shall be immediately referred to the Contract Officer.
2. Consultant shall present to the City certificates of insurance and endorsement forms verifying that the Consultant has the insurance as required by this Agreement. Said form shall be reviewed and approved by the office of the City Attorney of the City.
3. If the Contract Officer determines that a product deliverable is unacceptable, Consultant shall submit a revised product at Consultant's expense.
4. Monthly progress reports shall be submitted by Consultant with billing requests. At a minimum, these reports shall specify the period reported, tasks completed, tasks underway, percent of project completed and strategies to solve any timing delays.
5. Consultant shall be required to meet with the Contract Officer or their designee as determined necessary or desirable to discuss elements of the Scope of Work and project progress.
6. For the purposes of this Agreement, Matthew S. West, Assistant to the City Manager shall be the City's Contract Officer.
7. Nondiscrimination - Consultant agrees that no person, on the grounds of race, religion, color, national origin, sex or handicap, will be denied benefits of, or otherwise be subjected to, discrimination in connection with Consultant's performance under this Agreement.
8. Environmental Protection/ Utility Provisions

Consultant understands and agrees that there may be ongoing Installation Restoration Program (IRP) projects or other Navy activities in support of environmental cleanup or disposal operations at Tustin Legacy. Consultant agrees to cooperate to the extent necessary in support of these operations, and will not interfere with or hinder any such operations by the Navy.

Should utility services be required by the Navy in connection with environmental remediation contracts within the Lease areas of the City Service Area, Consultant shall work with the City to facilitate the provision of utilities and services to the

Navy. If the City and Consultant are unable to locate a utility provider willing to take over a particular utility system and the City requires Consultant to operate and maintain such system and subsequently determines to disconnect service, the City and Consultant shall work to provide the Navy with a minimum of 4 weeks prior to notice prior to disconnection, unless there is an emergency disconnection. In the event such disconnection will result in the termination of utility service necessary by the Navy to ensure the continuity of on-going environmental clean-up, restoration, or testing activities, and the Navy is unable to procure an alternate source of such utilities within the notice period, the City and Consultant shall, to the maximum extent practicable, work with the Navy and utility providers to facilitate the provision of an alternate source of such utilities.

#### 9. Prevailing Wage

- A. The City has obtained from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime 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 maintains copies thereof in the office of the City Engineer. The Consultant agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Sections 1771 and 1774 of the State of California.
- B. The Consultant 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 Consultant or any subconsultant or contractor) less than the prevailing rate as prescribed in the preceding paragraph for the work provided for in this contract, all in accordance with Sections 1774 and 1775 of the Labor Code of the State of California.
- C. Section 1773.1 of the Labor Code of the State of California, regarding the payment of travel and subsistence payments, is applicable to this contract.
- D. Section 1777.5 of the Labor Code of the State of California, regarding the employment of apprentices, is applicable to this contract if the prime contract involves Thirty Thousand Dollars (\$30,000.00) or more, or twenty (20) working days or more and under such circumstances, Consultant shall be fully responsible to ensure compliance with all the provisions of Labor Code §1777.5 for all apprenticeable occupations on the project. A Contractor or subcontractor who violates Section 1777.5 shall forfeit to the City, as a civil penalty, the sum of Fifty Dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding Section 1727 of the Labor Code, upon receipt of a determination that a civil penalty has been imposed, the City shall withhold the amount of the civil penalty from any compensation payments then due or to become due.

- E. The Consultant shall not employ, or allow work to be performed by, a subconsultant or contractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code pertaining to debarment by the Labor Commissioner for violations of the Prevailing Wage Laws.
- F. In performance of this Agreement, not more than eight (8) hours shall constitute a day's work. The Consultant shall fully conform to Article 3, Chapter 1, Part 7, Division 2 (Sections 1810 et seq.) of the Labor Code of the State of California. Pursuant to the provisions of Section 1813 of the Labor Code of the State of California, the Consultant shall, as a penalty to the City, forfeit twenty-five Dollars (\$25.00) for each worker employed in the execution of the Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 of Chapter 1 of Part 7 of Division 2 of the Labor Code of the State of California. Consultant shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Consultant in connection with the work required by the Agreement.
- G. Consultant agrees to keep 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 or worker employed by him in connection with the work required by the Agreement, and agrees to insist that each of his subconsultants or contractors do the same. Consultant further agrees that his payroll records and those of his subcontractors shall be available to the employee or his representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards, and shall comply with all of the provisions of Labor Code Section 1776, et seq., in general.
- H. Consultant is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work under the Agreement.

## EXHIBIT C

### **SCHEDULE OF COMPENSATION**

1. Compensation - As compensation for the Consultant's services under this Agreement, the City shall pay the Consultant monthly on an actual time and materials basis not to exceed the fixed amount as shown in Attachment 1 of this Exhibit, and as such monthly estimates are justified in Attachment 2.
2. Compensation for Additional Services - In the event the City requires services in addition to those described in Exhibit A "Scope of Services", said services must first be approved in writing by the Contract Officer. The Consultant shall be compensated at the Consultant's standard hourly rates for professional services, plus reimbursement of expenses or a fixed amount agreed to in writing by the City and Consultant.
3. Method of Payment - As a condition precedent to any payment to Consultant under this Agreement, Consultant shall submit monthly, to the City, a statement of account which clearly sets forth by dates the designated items of work, as well as reimbursable expenses, for which the billing is submitted. The payment request shall identify each task required by the Agreement, amount of actual reimbursable expenses and requested amount to be billed against each task. Payment requests shall not exceed costs identified for each task in Consultant's proposal included as Exhibit A unless provisions of Section IV of the Agreement have been followed.
4. Timing of Payment - The City shall review Consultant's monthly statements and pay Consultant for services rendered and costs incurred hereunder, at the rates and in the amounts provided hereunder, on a monthly basis in accordance with the approved monthly statements.
5. Advance Agreements on the Allowability of Cost - No cost incurred by Consultant which is contrary to any restriction, limitation, or instruction contained in the Budget in Exhibit C of this Agreement, or which otherwise has not been specifically approved in writing in advance by the City, will be allowable.

Attachment 1 to this Exhibit identifies the "Estimated Monthly Budget" directly corresponding to the sections in Exhibit A "Scope of Services". The monthly costs shall be a not-to-exceed amount with actual amounts paid based upon monthly invoices based on times and materials corresponding to the agreed line items in Attachment 2 "Estimated Monthly Budget Line Items."

EXHIBIT C  
Attachment 1

Schedule of Compensation  
**ESTIMATED MONTHLY BUDGET ITEMS**

<b>Scope of Services Item</b>	<b>Fee Basis</b>	<b>Estimated Cost/Month</b>
1.0 Management & General Requirements	T&M	
2.0 Grounds, Building & Facility Maintenance	T&M	
3.0 Erosion and Sediment Control	T&M	
4.0 Miscellaneous	T&M	
<b>Subtotal</b>		
5.0 Contingency	___% of Subtotal	
<b>Total Not To Exceed Monthly Billable Amount</b>		

(1) All line items are not-to-exceed billable amounts. Consultant shall provide documentation and billing support information for each line item when billing is requested. The City may adjust billing items between categories in consultation with the Consultant to reflect actual field needs so long as the not-to-exceed amounts for the whole of the items is not exceed.

(2) The methodology for determining actual time and material billings for submittal of each of the general line items noted above in Attachment 1 shall be based on Attachment 2.

EXHIBIT C  
Attachment 2

Schedule of Compensation  
**ESTIMATED MONTHLY BUDGET LINE ITEMS**

1.0 MANAGEMENT AND GENERAL REQUIREMENTS

**Proposed method of accomplishment:** The Consultant will have a working supervisor on-site during working hours that will provide site presence, incidental inspection and overall direction of the property management and caretaker maintenance crew. Most of the administrative activities will take place in the office of the Consultant located inside Edinger Gate #4.

**A. Management and Administration Labor Estimate**

Costs for the management and administration of this Agreement, including employee oversight, are included as part of the Overhead in the labor rates in Sections II, III, and IV. Costs to maintain a supervisor on-site during working hours when no other work is being performed is noted as a separate line item, which is not subject to prevailing wage requirements.

<b><u>Management/Administration:</u></b>	<b><u>Costs per Month:</u></b>
Management/Agreement Administration	Included in Overhead
On-Site Supervisor (Foreman)	__hrs @ \$__ /hr = \$_____

Average Estimated Monthly Subtotal = \$\_\_\_\_\_

**B. Work-space costs, Materials, and Equipment Estimate**

The Consultant will provide and occupy temporary construction trailers at Hangar Gate #2 within the City Service Area for use as administrative space to house work-center types of activities and equipment as needed. These spaces will contain all materials and equipment necessary perform the duties in Section I of the Scope of Services (Exhibit A of the Agreement), including but not limited to: workspace costs (e.g., office space, office supplies, computer equipment, telephones, radios, utilities, etc. Costs for these items are included as part of the Overhead in the labor rates in Sections II, III, and IV. Costs for the trash dumpster, toilets, and utilities will be reimbursed separately.

<b><u>Item:</u></b>	<b><u>Costs per Month:</u></b>
Construction Trailer Yard (All Inclusive)	Included in Overhead
__ Yard Dumpster, __ Portable Toilets, and Utilities	Per Month = \$_____

Average Estimated Monthly Subtotal = \$\_\_\_\_\_

**C. Average Estimated Total Cost per Month:**  
- *Management and General Requirements*      \$\_\_\_\_\_

**D. Rationale**

The Consultant's staff will update work plans and coordinate Consultant's implementation of Scope of Services requirements, including process billing and payments, monitor budget execution and financial management, manage any technical library and records, and perform other duties required by Exhibit A.

2.0 GROUNDS, BUILDINGS, AND FACILITIES MAINTENANCE

**Proposed method of accomplishment:** The plan for this activity is to accomplish grounds, buildings, and facilities maintenance, import operation supervision, incidental drive-by inspections and minimal pest control. If any outside Consultants or contractors are envisioned they are identified herein. Materials and equipment directly related to performing the work in Section II of the Scope of Services are identified below.

**A. Labor Estimate**

Hourly Rate = Basic Hourly Rate (Min. Prevailing Wage Rate) + Employer Payments (Min. Prevailing Wage Rate) + Overhead (Management Services per Section 1.0) + Profit.

For grounds, building, and facility maintenance labor the following work load by labor position, hourly rate, estimated workload and cost per hour are identified.

Labor Position	Hourly Rate	Estimated Hours/Month	Estimated Cost/Month	Minimum Prevailing Wage Rate (Per Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1)		
				Basic Hourly	Employer Payments	Total
<b>Average Estimated Monthly Subtotal:</b>						

Average Estimated Monthly Subtotal = \$ \_\_\_\_\_

**B. Equipment Estimate of the Most Commonly Used Items** (e.g. stake bed truck w/ hand tools, bobcat, tractors, mowers, pumps, etc.). All equipment rates include: delivery and pick-up fees, fuel, insurance, and maintenance costs.<sup>1</sup>

**Item:** \_\_\_\_\_ **Costs per Month:** \_\_\_\_\_

Average Estimated Monthly Subtotal = \$ \_\_\_\_\_

**C. Materials Estimate** (e.g. fencing, green screen, plywood, etc.) per the attached fee schedule.

<b>Item:</b>	<b>Costs:</b>	
Miscellaneous Materials	Per Month	\$
Water Meter	Per Month	\$

Average Estimated Monthly Subtotal = \$\_\_\_\_\_

**D. Average Estimated Total Cost per Month:**  
- *Grounds, Buildings, and Facilities Maintenance* \$\_\_\_\_\_

**E. Rationale**

The resources applied to the grounds function will eliminate tall weeds and their associated fire hazards in and around buildings, including maintaining an acceptable level of appearance for the site consistent with Exhibit A “Scope of Services” of this Agreement, clarified as follows: All growth areas are non-irrigated but mowed at a seasonally adjusted frequency to maintain various acceptable vegetation heights and appearance, e.g., high visibility areas more frequent, lower height; open fields less frequent mowing higher growth allowed.

Work also includes import operation supervision/coordination, minimum maintenance/repair of Navy access roads, maintenance/repair of fencing, securing and maintaining Hangar 2 as needed to minimize vandalism/trespassing/vandalism as well as supporting City leasing activities. Other work items also include regular policing of the site collecting trash and refuse, and protecting in place Navy equipment the existing dirt and rock piles.

<sup>1</sup>If other equipment items are necessary the costs associated with these items shall be as shown on Attachment 3 of Exhibit C. In any event, Consultant shall be limited to the not to exceed monthly costs as shown in Attachment 1 of Exhibit C.

3.0 EROSION AND SEDIMENT CONTROL

**Proposed method of accomplishment:** Perform regular erosion and sediment control activities, including clearing drainage ditches of weeds to six inches (6") in height, preventing blockages and debris, using primarily hand tools. Also maintain erosion and sediment control Best Management Practices per the approved Erosion Control Plan attached as Exhibit E to this agreement, including inspections before, during and after rain events.

**A. Labor Estimate**

Hourly Rate = Basic Hourly Rate (Min. Prevailing Wage Rate) + Employer Payments (Min. Prevailing Wage Rate) + Overhead (Management Services per Section 1.0) + Profit.

For erosion and sediment control labor the following work load by labor position, hourly rate, estimated workload and cost per hour are identified.

Labor Position	Hourly Rate	Estimated Hours/Month	Estimated Cost/Month	Minimum Prevailing Wage Rate (Per Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1)		
				Basic Hourly	Employer Payments	Total
<b>Average Estimated Monthly Subtotal:</b>				N/A	N/A	N/A

Average Estimated Monthly Subtotal = \$ \_\_\_\_\_

**B. Equipment Estimate of the Most Commonly Used Materials** (e.g. bobcat loader, pumps, etc.) All equipment rates include: all applicable delivery and pick-up fees, fuel, insurance, and maintenance costs.<sup>1</sup>

**Item:** \_\_\_\_\_ **Costs: (Avg. 4 daily uses/month)** \_\_\_\_\_

Average Estimated Monthly Subtotal = \$ \_\_\_\_\_

**C. Materials Estimate** (e.g. BMPs: sandbags, visqueen, straw wattles, etc.) per the attached fee schedule.

**Item:** \_\_\_\_\_ **Costs (Purchased Annually):** \_\_\_\_\_

Average Estimated Monthly Subtotal = \$ \_\_\_\_\_

**D. Average Estimated Total Cost per Month:**  
- *Erosion and Sediment Control* \$ \_\_\_\_\_

**E. Rationale**

The resources applied to the erosion and sediment control will include all necessary labor, equipment, and materials to comply with the “Scope of Services” and the approved “Erosion and Sediment Control Plan” attached as Exhibits A and E, respectively, of this Agreement. It is anticipated that erosion and sediment control needs will fluctuate during the year differing primarily between the “rainy season” from October 1<sup>st</sup> through April 30<sup>th</sup> which will have a higher demand on labor and materials with a lower demand from May through September.

<sup>1</sup>If other equipment items are necessary the costs associated with these items shall be as shown on Attachment 3 of Exhibit C. In any event, Consultant shall be limited to the not to exceed monthly costs as shown in Attachment 1 of Exhibit C.

4.0 MISCELLANEOUS

**Proposed method of accomplishment:** Perform miscellaneous services, including coordinating site access control and minimal security services, key control, management and provision of a destructive weather plan, and animal control.

**A. Labor Estimate**

Hourly Rate = Basic Hourly Rate (Min. Prevailing Wage Rate) + Employer Payments (Min. Prevailing Wage Rate) + Overhead (Management Services per Section 1.0) + Profit.

For miscellaneous labor the following work load by labor position, hourly rate, estimated workload and cost per hour are identified.

Labor Position	Hourly Rate	Estimated Hours/Month	Estimated Cost/Month	Minimum Prevailing Wage Rate (Per Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1)		
				Basic Hourly	Employer Payments	Total
<b>Average Estimated Monthly Subtotal:</b>			N/A	N/A	N/A	N/A

Average Estimated Monthly Subtotal = \$\_\_\_\_\_

**B. Equipment Estimate of the Most Commonly Used Materials** All equipment rates include: all applicable delivery and pick-up fees, fuel, insurance, and maintenance costs.<sup>1</sup>

**Item:** \_\_\_\_\_ **Costs:** \_\_\_\_\_  
 \$\_\_\_\_\_/mo = \$\_\_\_\_\_  
 \$\_\_\_\_\_/mo = \$\_\_\_\_\_

**C. Materials Estimate**

**Item:** \_\_\_\_\_ **Costs:** \_\_\_\_\_  
 Misc. (Keys, Locks, Chains, etc.) Per Month \$\_\_\_\_\_

**D. Average Total Cost per Month:**  
 - *Miscellaneous* \$\_\_\_\_\_

**E. Rationale**

The resources applied to the miscellaneous services will include all necessary labor, equipment, and materials for any miscellaneous services required per the "Scope of Services" attached as Exhibits A that are not included in Sections II and III. For example, it is anticipated minor miscellaneous materials would be associated with installing, repairing, and maintaining facility security mechanism (e.g. keys, locks, chains, etc.).

<sup>1</sup>If other equipment items are necessary the costs associated with these items shall be as shown on Attachment 3 of Exhibit C. In any event, Consultant shall be limited to the not to exceed monthly costs as shown in Attachment 1 of Exhibit C.

## 5.0 CONTINGENCY

**Proposed method of accomplishment:** Recognizing there are many unknowns, small contingency amounts up to \_\_\_% of the sub-total (or \$\_\_\_\_\_) have been included to be used in handling unforeseen expenses. These amounts are included in the individual performance line items listed above and shall be billed when authorized in writing by the City on a time and materials basis not to exceed the total contingency amount.

**A. Average Total Cost per Month:**

- *Contingency*

\$\_\_\_\_\_

**EXHIBIT C – SCHEDULE OF COMPENSATION**

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**ATTACHMENT NO. 3  
CONSULTANT'S CONSTRUCTION LABOR AND MATERIAL RATES**

**(CONSULTANT RATE SHEET TO BE INCLUDED)**

## EXHIBIT D

### **SPILL CONTINGENCY AND HAZARDOUS MATERIALS RESPONSE PLAN**

#### **1.0 Introduction**

Title 40, Code of Federal Regulations Part 112.7(d) and California Code of Regulations Title 22, Division, 4.5, Chapter 15, Article 4, Section 66265.51 requires that a spill contingency plan (SCP) be prepared to minimize hazards to human health from any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water. A Spill Contingency and Hazardous Materials Response Plan presents the procedures for responding to hazardous waste, fuel and other chemical spills and is in accordance with Federal, State, and Navy regulations and the Lease In Furtherance of Conveyance (“LIFOC”) at Tustin Legacy between the City of Tustin and the Department of the Navy. This Spill Contingency and Hazardous Materials Response Plan applies to the Navy LIFOC property (“LIFOC Premises”) as shown on the City Service Area and all property owned by the City.

Generally, the City’s leasing and subleasing of property within the LIFOC Premises is not expected to result in the handling of waste, fuel, oil or other chemical hazardous substances, while the Consultant is expected to be handling some of these materials in small amounts. In its overall scope of responsibilities, the Consultant could be both an accidental spill generator and spill cleanup resource. A spill could occur in uncontrolled areas during the transfer of hazardous materials or waste at Tustin Legacy. In addition, failure of spill control facilities could result in a discharge on the Leased Premises and easements.

#### **2.0 Emergency Coordinators**

In the event any hazardous wastes are handled on Tustin Legacy, the City will be required to have, at all times, at least one employee or contractor either on the facility or on call, with the responsibility for coordinating all emergency response measures. The emergency coordinator must be thoroughly familiar with all aspects of the contingency plan for the Leased Premises, all operations and activities at the facility, the location and characteristics of waste handled, the location of all records within the facility, and the facility layout.

The Table 1 in Attachment 1 of this Exhibit is the current list of individuals responsible to be emergency coordinators during an emergency event both on and off the Leased Premises, or as may be updated by the Contract Officer.

#### **3.0 Coordination**

Coordination among the various emergency coordinators noted above is imperative to ensure the proper and complete response to a spill or emergency

event. Orange County Fire Authority (OCFA) will take the lead on this coordination once contacted by a City of Tustin On-Site Coordinator. The OCFA will provide necessary equipment and personnel for the on-scene operations team if it is determined that Sub-lessee and the City or its contractors cannot handle a situation. In rare circumstances such as a hazardous waste spill associated with another type of emergency (i.e. earthquake), support from State and Federal agencies will be solicited. These agencies may include the California Department of Toxic Substances Control, the National Response Center, and the Environmental Protection Agency.

#### **4.0 Emergency Response Equipment**

The Consultant will be responsible for acquiring and maintaining its own spill control equipment for handling oil, chemicals or other hazardous waste. A list of spill control equipment (e.g. Safestep or similar liquid absorbing material) will be maintained by the Consultant and each subcontractor that will be handling any chemicals and other hazardous waste as shown as Attachment 2.

#### **5.0 Emergency Response Notifications**

Spills are discovered by casual observation, part of a routine investigation, or during handling or use. The primary responsibility of the discoverer of the spill is to notify the appropriate personnel who are trained and equipped to deal with the emergency. The discoverer will immediately notify the OCFA as identified in Section 2, above for all spills within Leased Premises and easements. The OCFA will notify:

- The Property Management Contractor (see Section 2, above)
- Tustin Police
- City of Tustin contact (see Section 2, above)
- Navy Coordinator (see Section 2, above) for LIFOC areas and areas in Federal Government ownership
- State or Federal agencies as applicable

The OCFA will make a determination of the size and extend of the situation, and pursue further notifications, if necessary. Agencies to be notified, and the criteria for doing so, followed.

#### Local Agencies

Orange County Sanitation District: (714) 962-2411 or 3301 if a spill enters the sewer system.

South Coast Air Quality Management District: (909) 396-2000 or (800) 572-6306 if a spill could impact air quality.

Orange County Health Care Agency: (714) 667-3700 if additional health care, beyond what can be provided by MCAS Tustin, is necessary, or if a risk to human health exists off-Station.

Orange County Emergency Management Division: (714) 834-7255 if a spill affects areas outside the Leased Premises and easements boundary.

Tustin Police Department: Dispatch (714) 573-3225 (or dial 911).

Orange County Fire Authority (OCFA) Dispatch: (714) 744-0516

### State Agencies

Regional Water Quality Control Board, Santa Ana Region: (909) 782-4130 if a spill has affected, or may affect, surface or groundwater.

Department of Toxic Substances Control: (714) 484-5451 if a spill threatens or may threaten human health or the environment, or if a reportable quantity (see USEPA information listed below) has been released as discussed in the facility's hazardous waste facility permit.

Office of Emergency Services: (800) 852-7550 or (916) 262-1621 if threat to human health or welfare exists.

Poison Control: (800) 876-4766.

### Federal Agencies

National Response Center (NRC): (800) 424-8802 whenever more than 100-gallon occurs, regardless of location or hazard. The NRC will notify other appropriate agencies and implement the National Oil and Hazardous Substances Spill Contingency Plan.

USEPA: (415) 744-2200 if a spill threatens or may threaten human health or the environment, or if a reportable quantity has been released as discussed on the facility's hazardous waste facility permit. A List of Hazardous Substances and Reportable Quantities (40 CFR Part 302, Table 302.4) can be found at the U.S. Environmental Protection Agency's website at <http://www.epa.gov/aboutepa/region9.html> or obtained by calling the Environmental Protection Agency's CERCLA Hotline at 1-800-424-9346.

## **6.0 Emergency Response Procedures**

The following steps will be taken when encountering a spill, uncontrolled discharge, or a fire within the Leased Premises.

### **Step 1. Initial Response Actions**

The discoverer of the spill or fire will immediately notify the OCFA of the presence of hazardous substances and potential fire hazards at the site. The nature and location of the incident, as well as any information regarding injuries or threat or injure to human health or environment will be reported.

Individuals trained in spill response (Consultant, subcontractor, OCFA and others) will attempt to contain the spill or extinguish the fire using spill kits, fire equipment, and other emergency equipment located in the immediate vicinity of the spill or fire.

The OCFA will begin notifying the appropriate agencies and personnel as discussed in Section 5.0.

Other personnel will evacuate to a prearranged location and await instructions from the OCFA, if necessary.

The OCFA will initiate a preliminary assessment to evaluate the magnitude and severity of the discharge or threat to public health or environment, assess the feasibility of removal, and determine the potential responsible part's ability to perform a proper response, and determine if additional response actions are necessary. The assessment may include collection and review data such as site management practices, photographs, and interviews.

## **Step 2: Response Team Activation**

The OCFA will determine if the On-Scene Operations Team can handle emergency response. If emergency response actions are undertaken by the City, its contractor or by the Sub-lessee Tenant, then the OCFA will provide surveillance and any requested assistance. If not, then the OCFA will initiate action to eliminate the hazard.

Defensive actions will begin as soon as possible to prevent or minimize damage to public health or the environment. All sources of sparks or flames will be eliminated, floor drains will be closed, and physical barriers will be utilized to prevent a spill from entering drains, steams, and drainage ditches.

Spills flowing in the drainage ditch shall be deterred by use of commercial absorbent booms stretched across the waterway, or by blocking drainage or runoff pipes. Stabilized straw bales or chicken wire wrapped with absorbent material may be substituted when commercial booms are not available.

## **Step 3: On-Scene Operations Response**

If the On-Scene Coordinator cannot handle the emergency response with support from City's Consultant the On-Scene Coordinator will summon assistance from the resources identified in Section 2. The OCFA will respond to a hazardous spill emergency by performing any or all of the following tasks:

- Removing spilled material by pumping into salvage tanks
- Controlling vapor clouds with a fine water spray
- Keeping tanks with flammable material cool with water
- Applying soil, blankets, foam, carbon monoxide, or dry chemical extinguishers to fight fires

#### **Step 4: Activities Following an Emergency Response**

Depending on responsibility for the spill, either the On-Scene Coordinator or the CSO will ensure that contaminated equipment, soil, and water are disposed of at permitted disposal facilities.

The Caretaker Site Office (CSO) will determine if the Consultant's spill prevention and contingency plans need to be reviewed and revised to address future events. The CSO is the Southwest Division, Naval Facilities Engineering Command office that manages all portions of the Base that remain within the Government's responsibility in a caretaker status until disposal.

The Consultant will prepare a spill report for City acceptance and the City will submit it to the CSO.

During an emergency response, a site will be controlled to prevent or reduce the possibility of exposure to contaminants and the transport of hazardous substances from the site. Zones will be established in which prescribed activities will occur.

Exclusion Zone: The innermost area where the contamination exists or could be expected to occur. Only authorized personnel are permitted in this zone. All investigation and remediation activities occur in this zone. Appropriate personal protective equipment would be donned prior to entering this zone, and removed prior to entering the Support Zone.

Contamination Reductions Zone: Surrounding the Exclusion Zone, this zone provides a transition area between contaminated and clean areas. Decontamination of personnel occurs within this zone.

Support Zone: The outermost area where no contamination exists. This zone is used for authorized observation of remediation activities, documentation of events, and oversight activities.

Contaminated or potentially contaminated equipment and personnel are not permitted within this zone.

## **7.0 Medical Emergency Response**

If a severe physical or chemical injury occurs, Orange County Fire Authority Station personnel should be summoned for emergency medical treatment and ambulance service by dialing 911. Minor injuries can be treated on site by qualified first-aid and CPR providers. If additional treatment beyond first aid is required, the injured person(s) will be transported to a local hospital. Orange County Fire Authority Station ambulance service personnel should be determining the hospital destination depending upon the nature and severity of the injuries suffered. However, a Hospital Route Map is provided as Attachment 3.

If an exposure to contaminants occurs, the following general “first response” guidelines will be used:

- **Contact/Absorption:** Apply large amounts of distilled or tap water to flush contaminants from the skin for at least 20 minutes. Start flushing while removing contaminated clothing. If irritation persists, repeat flushing. Assess the condition of the individual and transport to a medical center if necessary. Do not transport the victim unless the recommended flushing period is completed or unless otherwise directed by responsible Orange County Fire Authority emergency personnel.
  
- **Inhalation:** Move the victim immediately to an area providing fresh air. Provide decontamination and artificial respiration if necessary. Assess the condition of the individual and contact the Orange County Fire Authority for an emergency response if necessary. Transport the victim to a medical center if necessary.
  
- **Ingestion:** Immediately contact the local poison control center and Orange County Fire Authority. Treat the victim as directed by poison control center personnel at 1-800-876-4766 or the Orange County Fire Authority, as appropriate.

EXHIBIT D  
Attachment 1

**Table 1**  
**Emergency Coordinators**

<b><u>On-Scene Coordinators</u></b>	<b><u>Phone No.</u></b>	<b><u>Other</u></b>
-------------------------------------	-------------------------	---------------------

An Updated List will be provided by City at the time contract is executed.

EXHIBIT D  
Attachment 2

**Spill Control Equipment**

At a minimum, the following equipment and materials will be maintained by the Consultant for use during spill response activities:

- Absorbent pads
- Granular absorbent material
- Polyethylene sheeting
- 55 gallon drums
- shovels and assorted hand tools

EXHIBIT D  
Attachment 3

**Hospital Route Map**

An updated map will be provided by City at the time contract is executed.

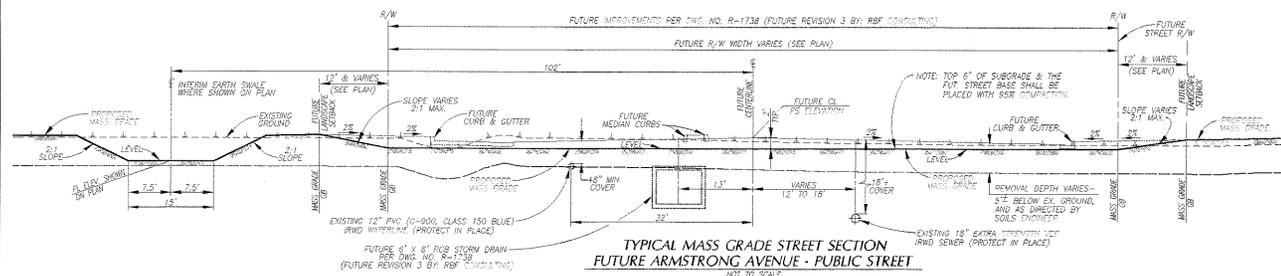
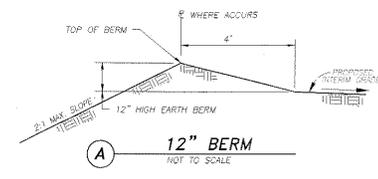
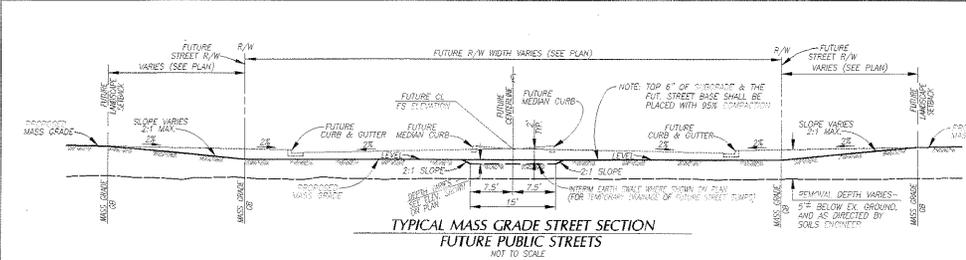
EXHIBIT E

**EROSION CONTROL PLAN**

(Dated: August 10, 2007)



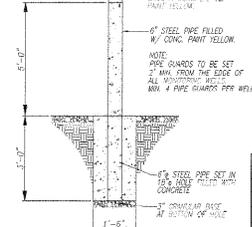
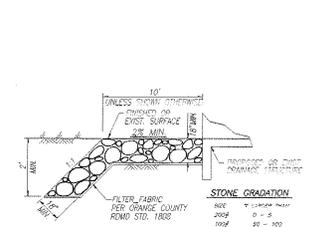
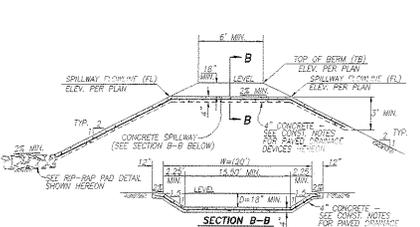
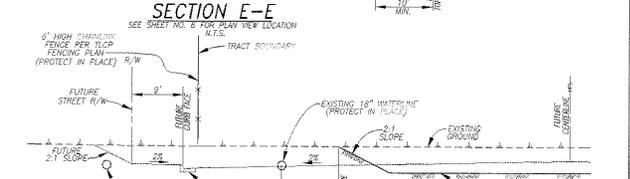
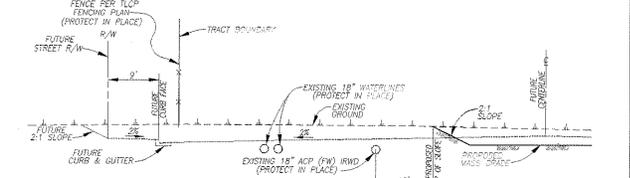
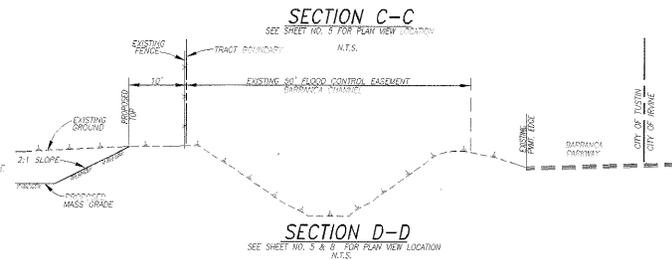
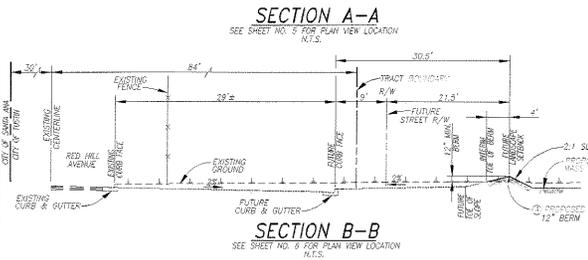
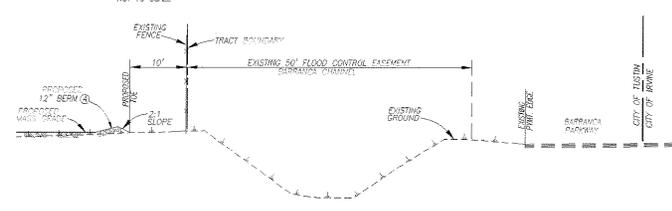
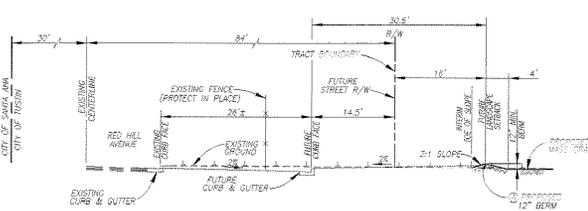
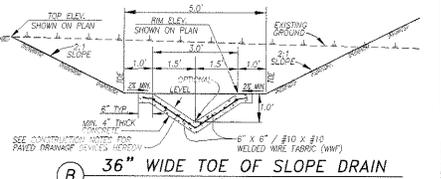




ESTIMATE OF MASS GRADING QUANTITIES		
NO.	DESCRIPTION	QUANT. UNIT
(A)	CONSTRUCT 12" BERM PER DETAIL HEREIN	11,820 LF
(B)	CONSTRUCT 36" WIDE TOE OF SLOPE DRAIN PER DETAIL HEREIN	2,024 LF
(C)	CONSTRUCT DESILTING BASIN CONCRETE SPILLWAY PER DETAIL HEREIN	1,936 SF
(D)	CONSTRUCT RIP-RAP PAD PER DETAIL HEREIN	5 EA
(E)	CONSTRUCT PIPE GUARD PER DETAIL HEREIN	256 LF
EROSION / SEDIMENT CONTROL DEVICES		
(20)	CONSTRUCT BARRIERS PER CALIFORNIA STANDARD SPEC. SECTION 202.01. SEE 4 & DETAIL ON SHEET 18.	36,307 LF
(21)	CONSTRUCT CHECK DAM PER CALIFORNIA STANDARD SPEC. SECTION 202.01. SEE 4 & DETAIL ON SHEET 18.	1 EA
(22)	CONSTRUCT LEVELER AND/OR RAMP PER DETAIL ON SHEET 18.	13 EA
(23)	CONSTRUCT DRAIN PIPE AND RISER PER DETAIL 43 ON SHEET 18.	TABLE-1 EA
(24)	INSTALL IMPROVED STEELWIRE PER DETAIL 34 ON SHEET 18.	15 EA
(25)	CONSTRUCT C.S.P. PIPE, SIZE AND INVERT ELEVATIONS PER TABLE	TABLE-2 LF

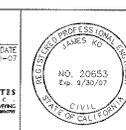
**CONSTRUCTION NOTES FOR PAVED DRAINAGE DEVICES:**

- CONCRETE SHALL HAVE A MINIMUM 10% COMPRESSIVE STRENGTH AT 28 DAYS OF 2500 PSI. CONCRETE MAY BE PRECAST/PRECASTED AND SHALL CONFORM TO SECTION 202.01 OF THE CALIFORNIA STANDARD SPEC.
- REINFORCING SHALL BE 6" X 6" #10 WELDED WIRE FABRIC (WWF) OR APPROVED EQUAL.
- GROUND SHALL BE PREPARED TO THE SATISFACTION OF THE BUILDING OFFICIAL OR ENGINEER PRIOR TO PLACEMENT OF CONCRETE. WINDY LOSS PREVENTION SHALL BE USED WHEN REQUIRED BY THE BUILDING OFFICIAL OR ENGINEER.

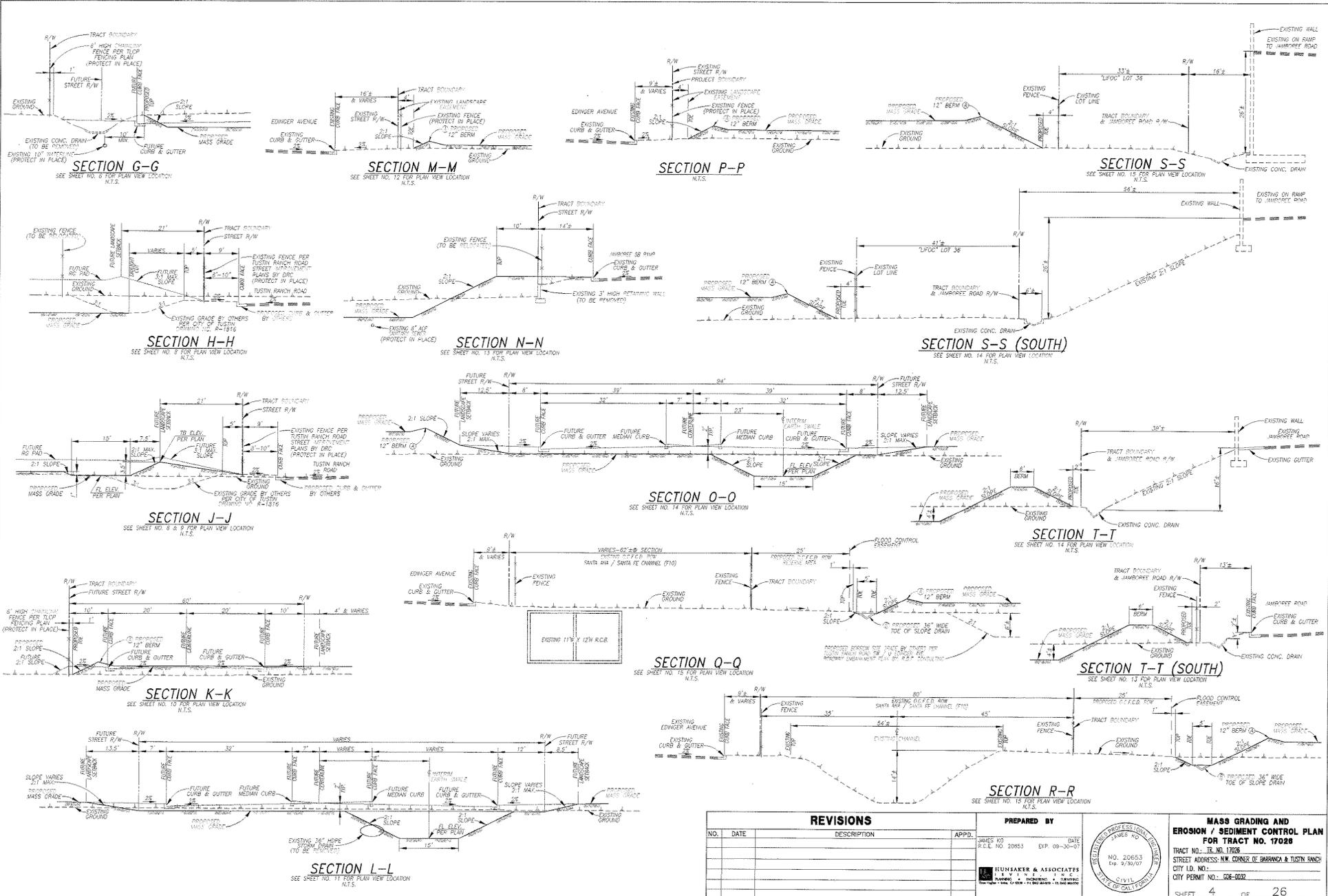


REVISIONS		
NO.	DATE	DESCRIPTION

PREPARED BY		DATE
JAMES KO		08-30-07
P.O.C. NO. 20503		



MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17029	
TRACT NO.: TR. NO. 17029	
STREET ADDRESS: NW CORNER OF BARRACA & TUSTIN RANCH	
CITY ID. NO.:	
CITY PERMIT NO.: 06-0032	
SHEET 3	OF 26



REVISIONS			
NO.	DATE	DESCRIPTION	APPLD.

PREPARED BY		DATE	
SAVES KO	NO. 20653	EXP. 09-30-07	

**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17026**

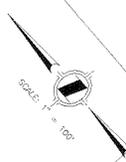
TRACT NO.: 17026  
 STREET ADDRESS: N.W. CORNER DE BARRACCA & TUSTIN RANCH  
 CITY LD. NO.:  
 CITY PERMIT NO.: 006-0032

SHEET 4 OF 26

MAP DATE IDENTIFIER: 08/19/07  
 BY: B.R.  
 DATE: 08/19/07  
 PROJECT: 17026



SEE SHEET NO. 7



NOT A PART  
CITY OF TUSTIN

NOT A PART  
"S.O.C.C.C.D."  
"ATEP CAMPUS"

NOT A PART  
"R.S.C.C.D."  
"SHERIFF'S ACADEMY"

NOT A PART

NOT A PART

NOT A PART

NO GRADING OF WARNER AVENUE  
ENTRY WILL BE ALLOWED UNTIL  
ACCESS AT RED HILL & WARNER  
IN LOOP IS COMPLETED TO THE  
SATISFACTION OF THE CITY OF TUSTIN

**CONSTRUCTION NOTES**

- (A) CONTOUR TO BE SHOWN PER DETAIL ON SHEET NO. 3
- (B) CONTOUR TO BE SHOWN PER DETAIL ON SHEET NO. 3
- (C) CONTOUR TO BE SHOWN PER DETAIL ON SHEET NO. 3
- (D) CONTOUR TO BE SHOWN PER DETAIL ON SHEET NO. 3
- (E) CONTOUR TO BE SHOWN PER DETAIL ON SHEET NO. 3

**LEGEND**

- 22 LOT NUMBER
- EXIST. CONTOUR
- PROG. CONTOUR
- LOT LINE
- LOT LINE (FEASIBLE)
- RIGHT OF WAY
- STREET CENTERLINE
- DAYLIGHT LINE
- SHEET FLOW RATE
- GRADED SHALE
- CONTOUR
- SCALE HIGH POINT
- FLOW LINE
- STORM DRAIN
- TOP OF SLOPE
- TOE OF SLOPE
- PERMANENT WALL
- FIRE HYDRANT
- STREET LIGHT
- POINT OF INTEREST
- DEEPEST FOOTING
- WATER METER
- NATURAL BATH & CISTERN
- APPROXIMATE CENTERLINE OF EXISTING UTILITY
- PERMIT LIMITS
- CONTRACTOR'S TRACK LINE
- LOT/TRACT BOUNDARY
- LIMITS OF WORK

SEE SHEET NO. 5



**REVISIONS**

NO.	DATE	DESCRIPTION	APPR.

**PREPARED BY**

JAMES KO  
R.O.E. NO. 20653  
EXP. 09-30-07

**HINSAKER & ASSOCIATES**  
INCORPORATED  
1111 N. GARDEN ST., SUITE 100  
TUSTIN, CALIF. 92680  
TEL: 714/261-1111  
WWW.HINSAKER.COM



**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17026**

TRACT NO.: TEL NO. 17026  
STREET ADDRESS: N.W. CORNER OF BARRACK & TUSTIN PARKWAY  
CITY I.D. NO.:  
CITY PERMIT NO.: 066-0032

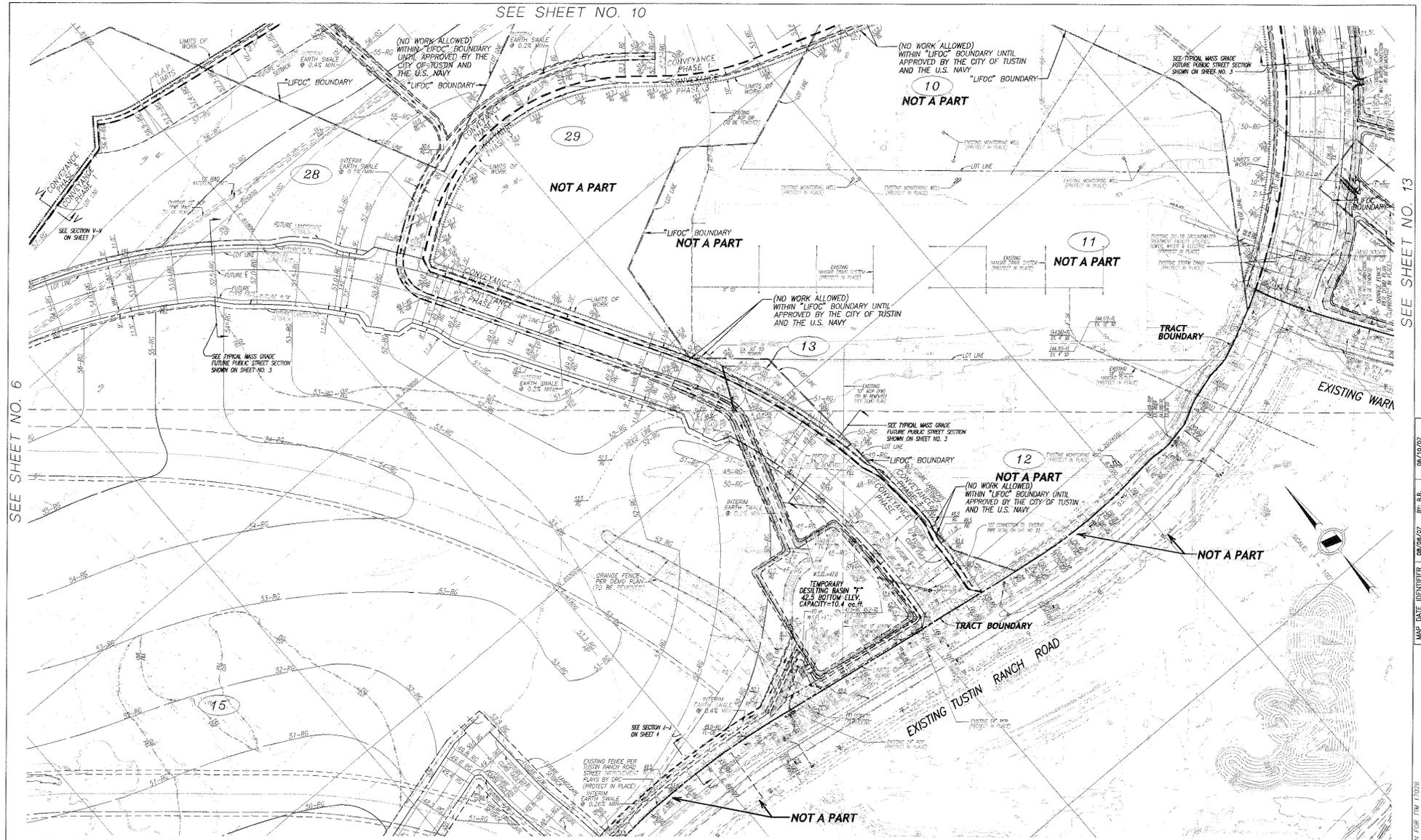
SHEET 6 OF 26

SEE SHEET NO. 9

MAP DATE IDENTIFIER: 06/26/07 BY: BJK  
JOB NO.: 066-0032  
JOB DATE: 06/26/07







SEE SHEET NO. 6

SEE SHEET NO. 10

SEE SHEET NO. 13

**CONSTRUCTION NOTES**

- (A) MINOR WORK NOT SHOWN PER DETAIL ON SHEET NO. 3
- (B) CONSTRUCT AND MAINT. TIME OF CONSTRUCTION PER DETAIL ON SHEET NO. 3
- (C) CONSTRUCT DESILTING BASIN CAPACITY 10.4 AC-FT PER DETAIL ON SHEET NO. 3
- (D) CONSTRUCT AND MAINT. PER DETAIL ON SHEET NO. 3
- (E) CONSTRUCT AND MAINT. PER DETAIL ON SHEET NO. 3
- (F) CONSTRUCT AND MAINT. PER DETAIL ON SHEET NO. 3

**LEGEND**

- 28 LOT NUMBER
- EXIST. CONTOUR
- PROPOSED CONTOUR
- LOT LINE
- LOT LINE (EXISTING)
- RIGHT OF WAY
- STREET PROPOSED USE
- BACKSLOPE LINE
- SHEET FLOW RATE
- GRADED SWALE
- CONVEYANCE
- SCALE HIGH POINT
- FLOW LINE
- STORM DRAIN
- TOP OF SLOPE
- TOE OF SLOPE
- RETAINING WALL
- TOE TOE/TOE/TOE
- FIRE HYDRANT
- STREET LIGHT
- DOWN OR UP STREET WALL
- DEEPEMED FOOTING
- WATER METER
- APPROXIMATE LOCATION OF EXISTING UTILITY
- PERMIT LIMITS
- CONVEYANCE PHASE LINE
- 'LIFO' BOUNDARY
- LIMITS OF WORK

SEE SHEET NO. 8



**REVISIONS**

NO.	DATE	DESCRIPTION	APPR.

**PREPARED BY**

JAMES KO  
 PROJECT NO. 20653 EXP. 09-30-07  
 HEINSAKER & ASSOCIATES  
 CIVIL ENGINEERS  
 1000 N. GARDEN ST., SUITE 100, TUSTIN, CA 92680  
 TEL: 714.261.1111 FAX: 714.261.1112



**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17028**

TRACT NO.: 17028  
 STREET ADDRESS: N.W. CORNER OF BARRANCA & TUSTIN RANCH  
 CITY I.D. NO.:  
 CITY PERMIT NO.: 05E-0032  
 SHEET 9 OF 26

SEE SHEET NO. 11

SEE SHEET NO. 7

SEE SHEET NO. 14

SEE SHEET NO. 13

NOT A PART

(NO WORK ALLOWED) WITHIN "LIFOC" BOUNDARY UNTIL APPROVED BY THE CITY OF JUSTIN AND THE U.S. NAVY

(NO WORK ALLOWED) WITHIN "LIFOC" BOUNDARY UNTIL APPROVED BY THE CITY OF JUSTIN AND THE U.S. NAVY

(NO WORK ALLOWED) WITHIN "LIFOC" BOUNDARY UNTIL APPROVED BY THE CITY OF JUSTIN AND THE U.S. NAVY

SEE TYPICAL MASS GRADE FUTURE PARKING STREET SECTION SHOWN ON SHEET NO. 1

SEE TYPICAL MASS GRADE FUTURE PARKING STREET SECTION SHOWN ON SHEET NO. 1

TEMPORARY DESLTING BASIN "G" 44.7' BOTTOM ELEV. CAPACITY=43.9 cu.ft.

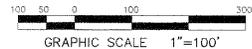
CONSTRUCTION NOTES

- 1. CONSTRUCTION LOT BOUNDARY PER DETAIL ON SHEET NO. 3
- 2. CONSTRUCTION LOT WORK SHALL BE DONE PER DETAIL ON SHEET NO. 3
- 3. CONSTRUCTION STATIONING SHALL BE DONE PER DETAIL ON SHEET NO. 3
- 4. CONSTRUCTION PERMITS SHALL BE DONE PER DETAIL ON SHEET NO. 3
- 5. CONSTRUCTION PERMITS SHALL BE DONE PER DETAIL ON SHEET NO. 3
- 6. CONSTRUCTION PERMITS SHALL BE DONE PER DETAIL ON SHEET NO. 3

LEGEND

	LOT NUMBER		SCALE HIGH POINT
	EXIST. CONTOUR		FLOW LINE
	PROPO. CONTOUR		STORM DRAIN
	LOT LINE		TOP OF SLOPE
	RIGHT OF WAY		TOP OF SLOPE
	RIGHT OF WAY		FIRE HYDRANT
	SHEET FLOW RATE		STREET LIGHT
	GRADED SHALE		LIMITS OF WORK

SEE SHEET NO. 9



REVISIONS

NO.	DATE	DESCRIPTION	APPD.

PREPARED BY

JAMES RO  
R.O.E. NO. 20653  
EXP. 09-30-07

**HUNSAKER & ASSOCIATES**  
PLANNING • ENGINEERING • SURVEYING  
1000 CALIFORNIA STREET, SUITE 200  
DOWNEY, CA 90241-3808

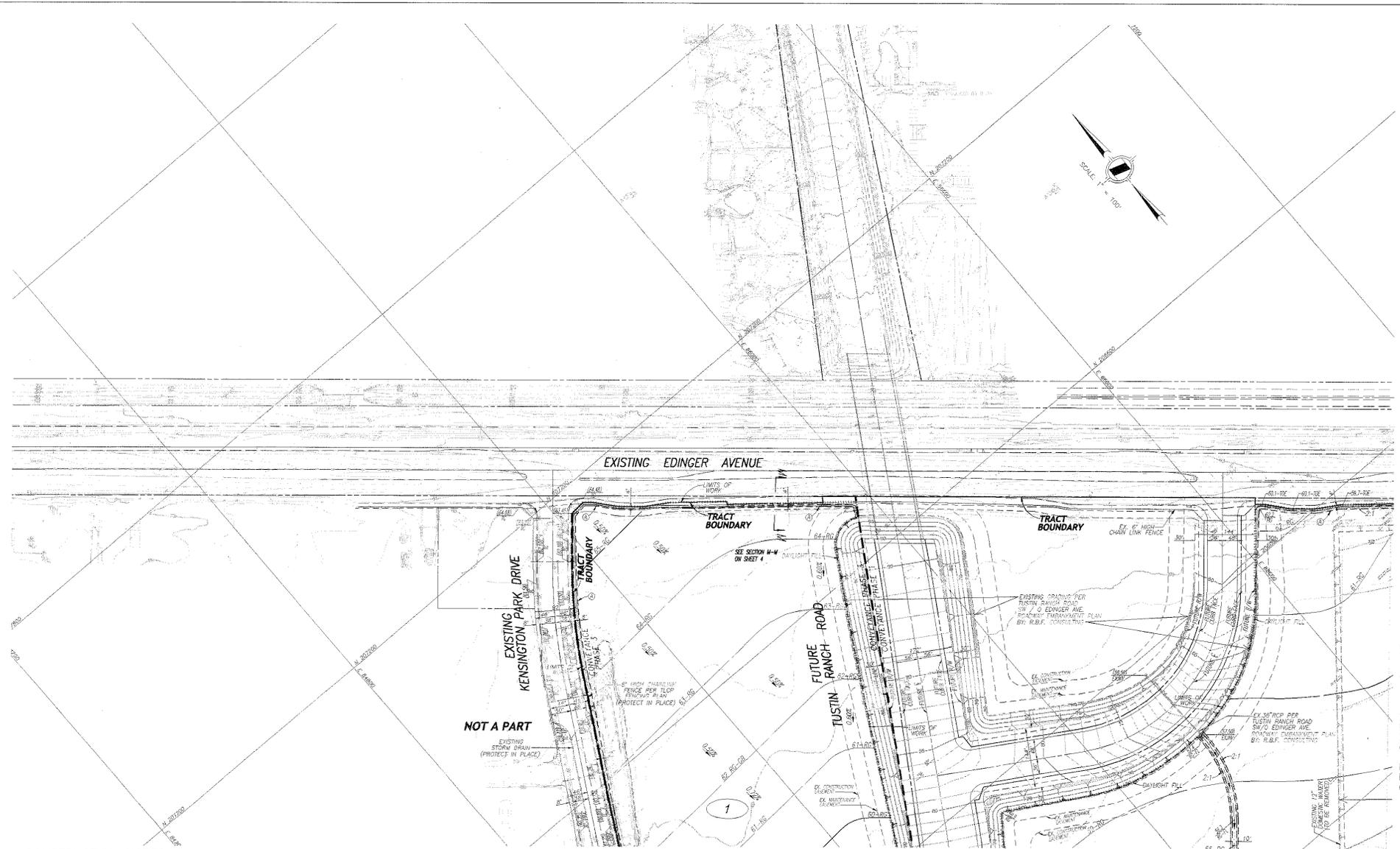
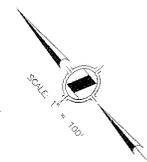


MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17020

TRACT NO. 17, R. 1E, 17020  
STREET ADDRESS: N.W. CORNER OF BARRERA & JUSTIN RANCH  
CITY LD. NO.:  
CITY PERMIT NO.: G06-0032

SHEET 10 OF 26





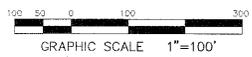
**CONSTRUCTION NOTES**

- (A) CONTRACTOR NOT BEAM PER DETAIL ON SHEET NO. 8
- (B) CONTRACTOR NOT WIRE TIE OF FLOOR SLAB PER DETAIL ON SHEET NO. 3
- (C) CONTRACTOR SETTING BENCH CONCRETE SPALLS PER DETAIL ON SHEET NO. 3
- (D) CONTRACTOR SET SLOPE PER DETAIL ON SHEET NO. 3
- (E) CONTRACTOR SET CURB PER DETAIL ON SHEET NO. 3

**LEGEND**

- 22 LOT NUMBER
- EXIST. CONTOUR
- PROG. CONTOUR
- LOT LINE
- LOT LINE (EXISTING)
- RIGHT OF WAY
- TRACT BOUNDARY LINE
- DAYLIGHT LINE
- SHEET FLOW RATE
- GRADED SWALE
- CENTERSLINE
- SHALE HIGH POINT
- FLOW LINE
- STORM DRAIN
- TOP OF SLOPE
- TOE OF SLOPE
- RETAINING WALL
- PROP. SLOPED FORMIT
- PIPE HYDRANT
- STREET LIGHT
- ROUND OR SQUARE WALL
- DEEPEDED FOOTING
- WATER METER
- NATURAL BENCH & LOCAL TERRACE
- APPROXIMATE LOCATION OF EXISTING SERVICES
- PERMIT LIMITS
- CONTRACTOR'S PROPOSED LINE
- TURBOC BOUNDARY
- LIMITS OF WORK

**SEE SHEET NO. 11**



**REVISIONS**

NO.	DATE	DESCRIPTION	APPD.

**PREPARED BY**

JAMES KO  
 R.O.E. NO. 20653 EXP. 09-30-07  
**HUNSAKER & ASSOCIATES**  
 PLANNING, ENGINEERING & SURVEYING  
 111 N. STATE ST., SUITE 200  
 WILMINGTON, MASSACHUSETTS 01890



**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17028**

TRACT NO. TR. NO. 17028  
 STREET ADDRESS: N.W. CORNER OF BARRANCA & JUSTIN RANCH  
 CITY I.D. NO.:  
 CITY PERMIT NO.: 006-0032  
 SHEET 12 OF 26

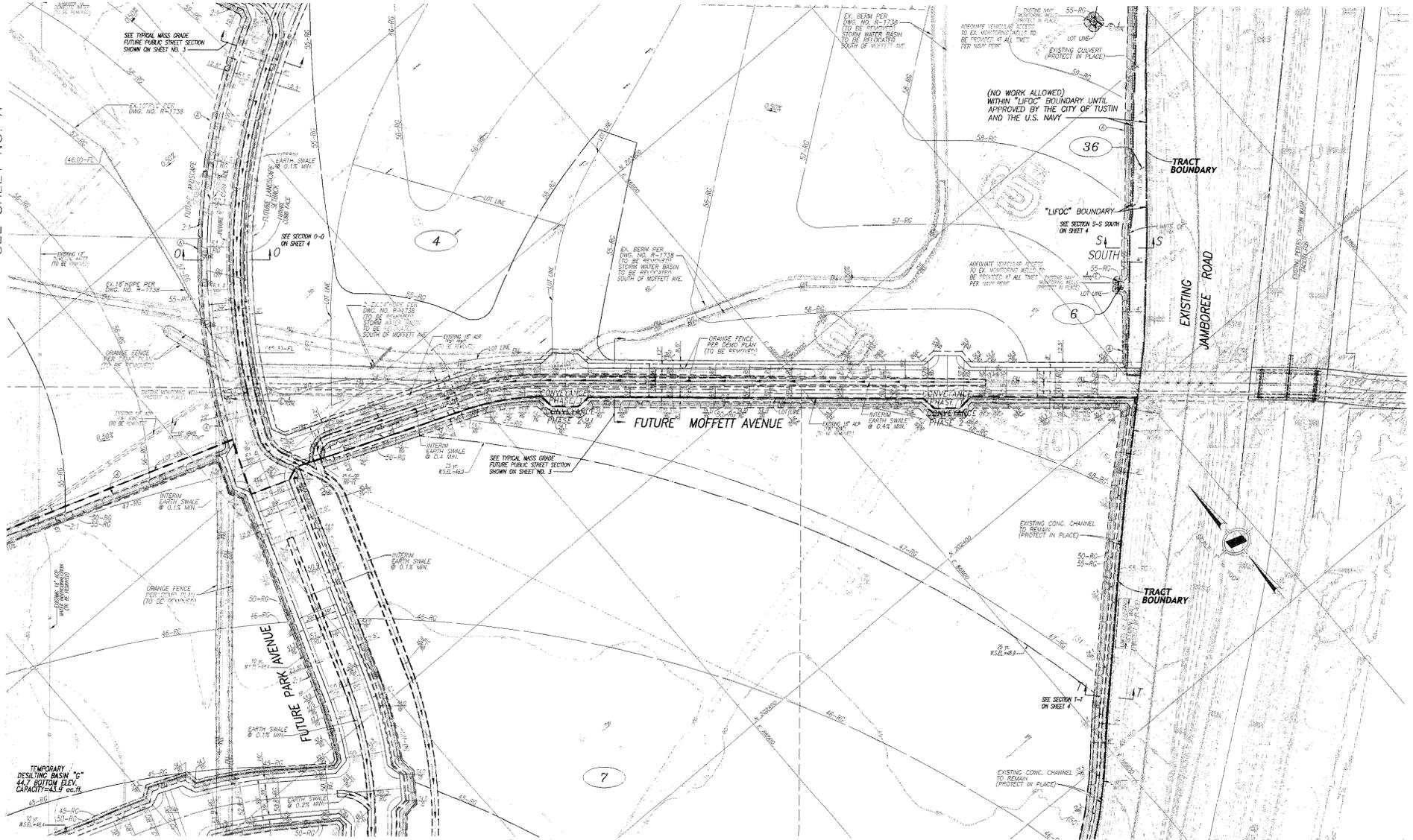
SEE SHEET NO. 15



SEE SHEET NO. 15

SEE SHEET NO. 11

SEE SHEET NO. 10



SEE SHEET NO. 13

**CONSTRUCTION NOTES**

- (A) CONTRACTOR SET BENCH FOR DETAIL ON SHEET NO. 3
- (B) CONTRACTOR SET WIRE TIE OF SLOPE DRAW PER DETAIL ON SHEET NO. 3
- (C) CONTRACTOR SETTING BENCH CONCRETE SPALLS PER DETAIL ON SHEET NO. 3
- (D) CONTRACTOR SET BAR AND WIRE TIE ON SHEET NO. 3
- (E) CONTRACTOR SET CHAINS PER DETAIL ON SHEET NO. 3

**LEGEND**

- LOT NUMBER
- EXIST. CONTOUR
- PROG. CONTOUR
- LOT LINE
- LOT LINE (EXISTING)
- RIGHT OF WAY
- SHED DEMONSTRATE LINE
- DAYLIGHT LINE
- SHEET FLOW RATE
- GRADED SWALE
- SHALE HIGH POINT
- FLOW LINE
- STORM DRAIN
- TOP OF SLOPE
- TOE OF SLOPE
- PERMANENT WIRE TIE
- PERMANENT SERVICE
- FIRE HYDRANT
- STREET LIGHT
- STREET OR GREEN SIGN
- DEEPEDED FOOTING
- WATER METER
- CONCRETE BENCH & LOCAL DEPRESSION
- CONCRETE FOUNDATION FOR UTILITIES
- PERMIT LIMITS
- CONTRACTOR'S WATER LINE
- LIFOC BOUNDARY
- LIMITS OF WORK



**REVISIONS**

NO.	DATE	DESCRIPTION	APPD.

**PREPARED BY**

JAMES KO  
R.C.E. NO. 20853 DATE 09-30-07  
EXP. 09-30-07  
**HEUNSAKER & ASSOCIATES**  
CIVIL ENGINEERING & ARCHITECTURE  
1000 S. GARDEN ST. SUITE 100  
TUSTIN, CA 92680



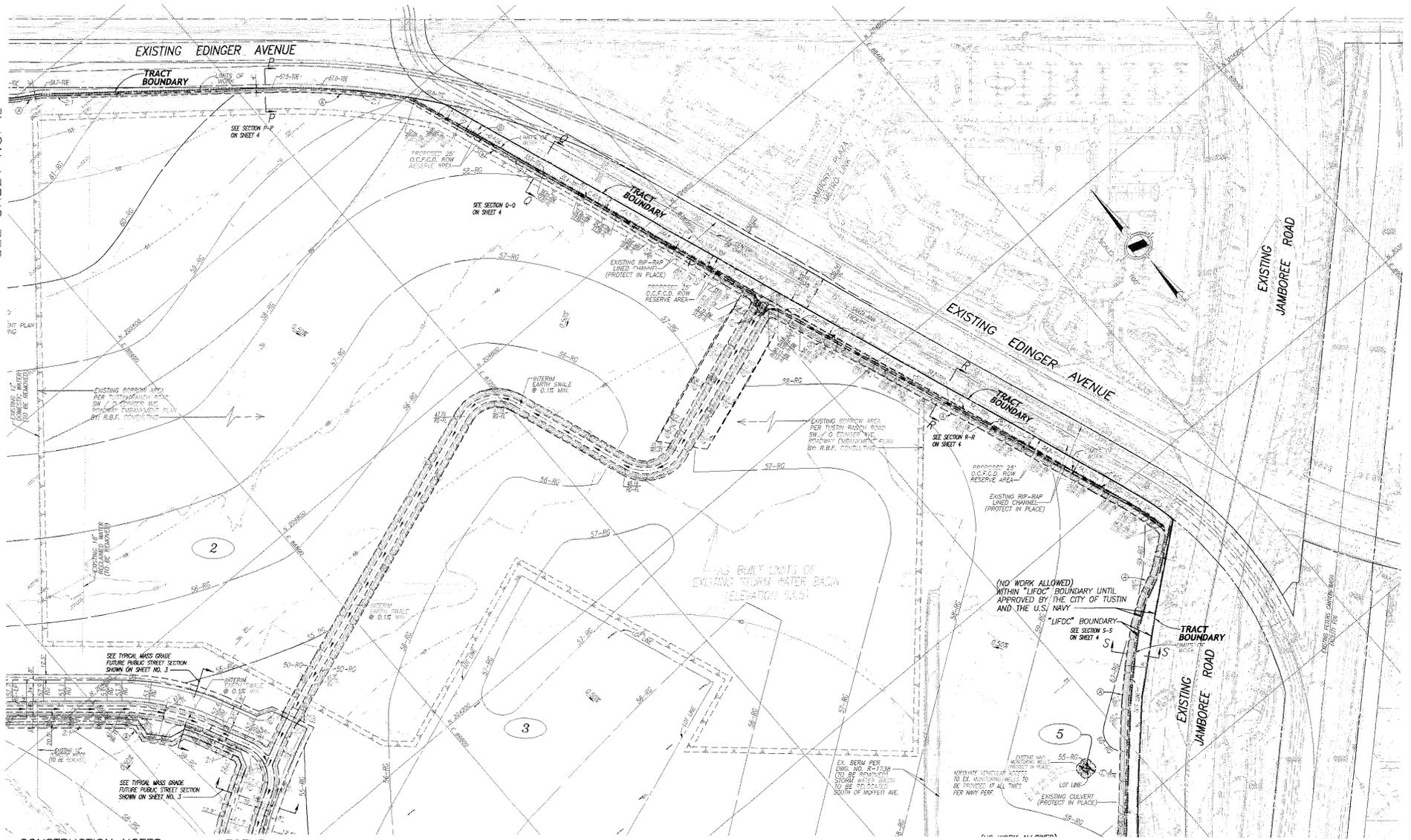
**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17028**

TRACT NO. 17028  
STREET ADDRESS: N.W. CORNER OF BARRINGA & TUSTIN BANCH  
CITY I.D. NO.:  
CITY PERMIT NO.: 008-0032

SHEET 14 OF 26

SEE SHEET NO. 12

SEE SHEET NO. 11



**CONSTRUCTION NOTES**

- 1. EXISTING LOT BOUNDARY PER DEED ON SHEET NO. 3
- 2. PROPOSED 12" DIA. PIPE PER DETAIL ON SHEET NO. 3
- 3. EXISTING 12" DIA. PIPE PER DETAIL ON SHEET NO. 3
- 4. EXISTING 12" DIA. PIPE PER DETAIL ON SHEET NO. 3
- 5. EXISTING 12" DIA. PIPE PER DETAIL ON SHEET NO. 3

**LEGEND**

- 22 LOT NUMBER
- EXIST. CONTOUR
- PROPOSED CONTOUR
- LOT LINE
- LOT LINE (EAST/WEST)
- POINT OF WAT
- BRACK SLOPEWAY LINE
- DARLIGHT LINE
- SHEET FLOW RATE
- SPRIGED SWALE
- CONTOUR

- SWALE HIGH POINT
- FLOW LINE
- STORM DRAIN
- TOP OF SLOPE
- TOE OF SLOPE
- RETENTION WALL
- PIRE ANDRAGANT
- STREET LIGHT
- TORCH OF SCREEN WALL

- DEEPEDED FOOTING
- WATER METER
- PERMIT LIMITS
- LIFOC BOUNDARY
- LIMITS OF WORK



SEE SHEET NO. 14

**REVISIONS**

NO.	DATE	DESCRIPTION	APPD.

**PREPARED BY**

JAMES KO DATE  
 R.C.E. NO. 20863 EXP. 09-30-07  
**HUNSAKER & ASSOCIATES**  
 11 A.W. 1 N.E. 1  
 EXP. 9/30/07



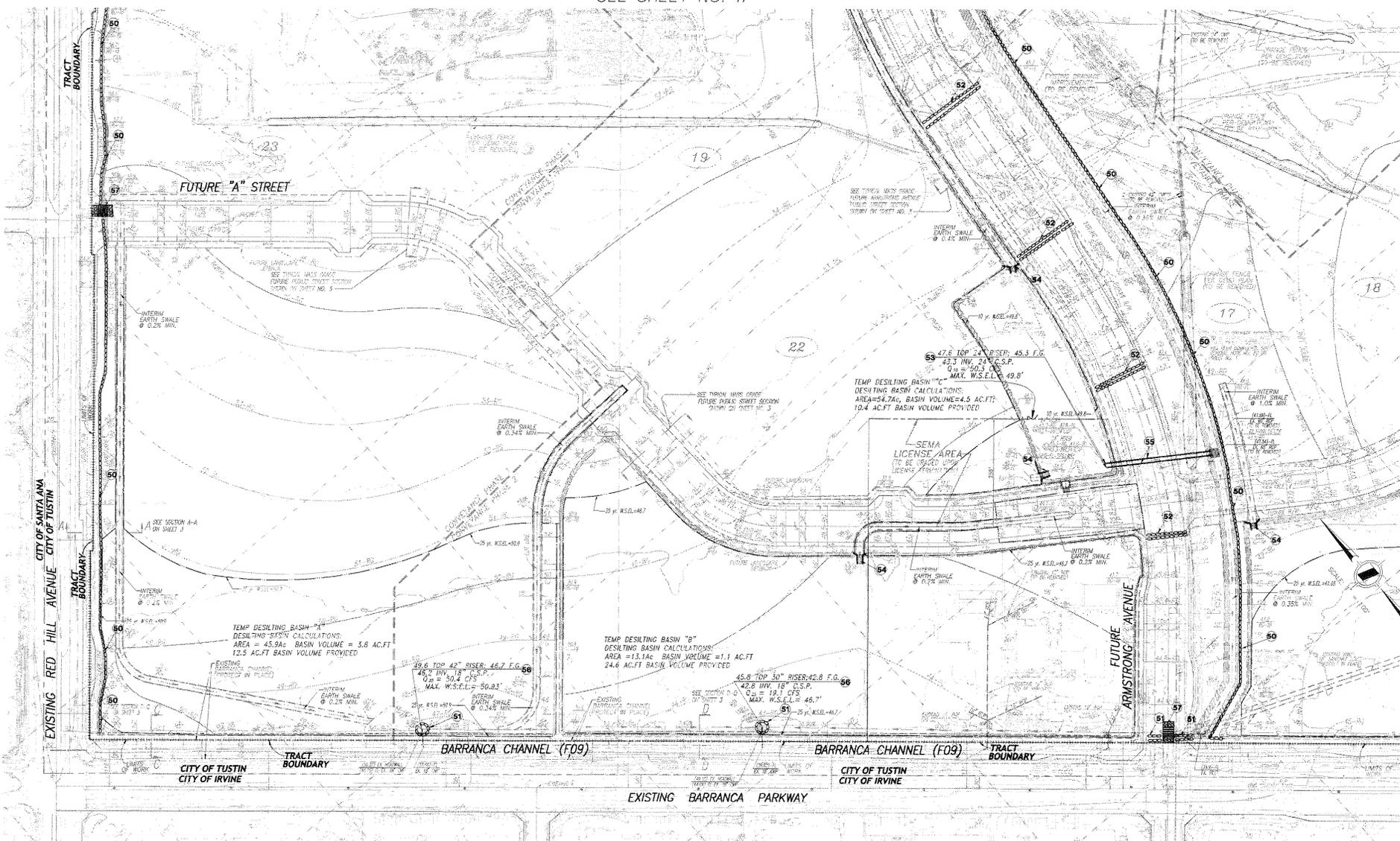
**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17028**

TRACT NO.: TR. NO. 17028  
 STREET ADDRESS: N.W. CORNER OF BARBARA & TUSTIN RANCH  
 CITY I.D. NO.:  
 CITY POWER NO.: GDE-1032

SHEET 15 OF 26

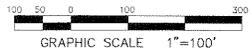
SEE SHEET NO. 17

SEE SHEET NO. 19



**EROSION CONTROL CONSTRUCTION NOTES**

- 1) CONSTRUCT SANDWICH BARRIER PER CALIFORNIA STORMWATER BMP HANDBOOK STD. 56-B & DETAIL ON SHEET 18.
- 2) CONSTRUCT MEDICAM PER CALIFORNIA STORMWATER BMP HANDBOOK STD. 56-A & DETAIL ON SHEET 18.
- 3) CONSTRUCT VENTILE ACCESS RAMP DETAIL ON SHEET 18.
- 4) CONSTRUCT TRAP PIPE AND RISER PER DETAIL 53 ON SHEET 18.
- 5) INSTALL WOODEN SPILLWAY PER DETAIL 54 ON SHEET 18.
- 6) CONSTRUCT C.S.P. PIPE, SIZE AND INVERT ELEVATIONS PER PLAN.
- 7) CONSTRUCT UNDRUN ROOF PIPE AND RISER PER DETAIL 56 ON SHEET 23.
- 8) CONSTRUCT FINISHED CONCRETE CURB PER CALIFORNIA STORMWATER BMP HANDBOOK STD. 7C-1 & DETAIL ON SHEET 23.



**REVISIONS**

NO.	DATE	DESCRIPTION	APPR.

**PREPARED BY**

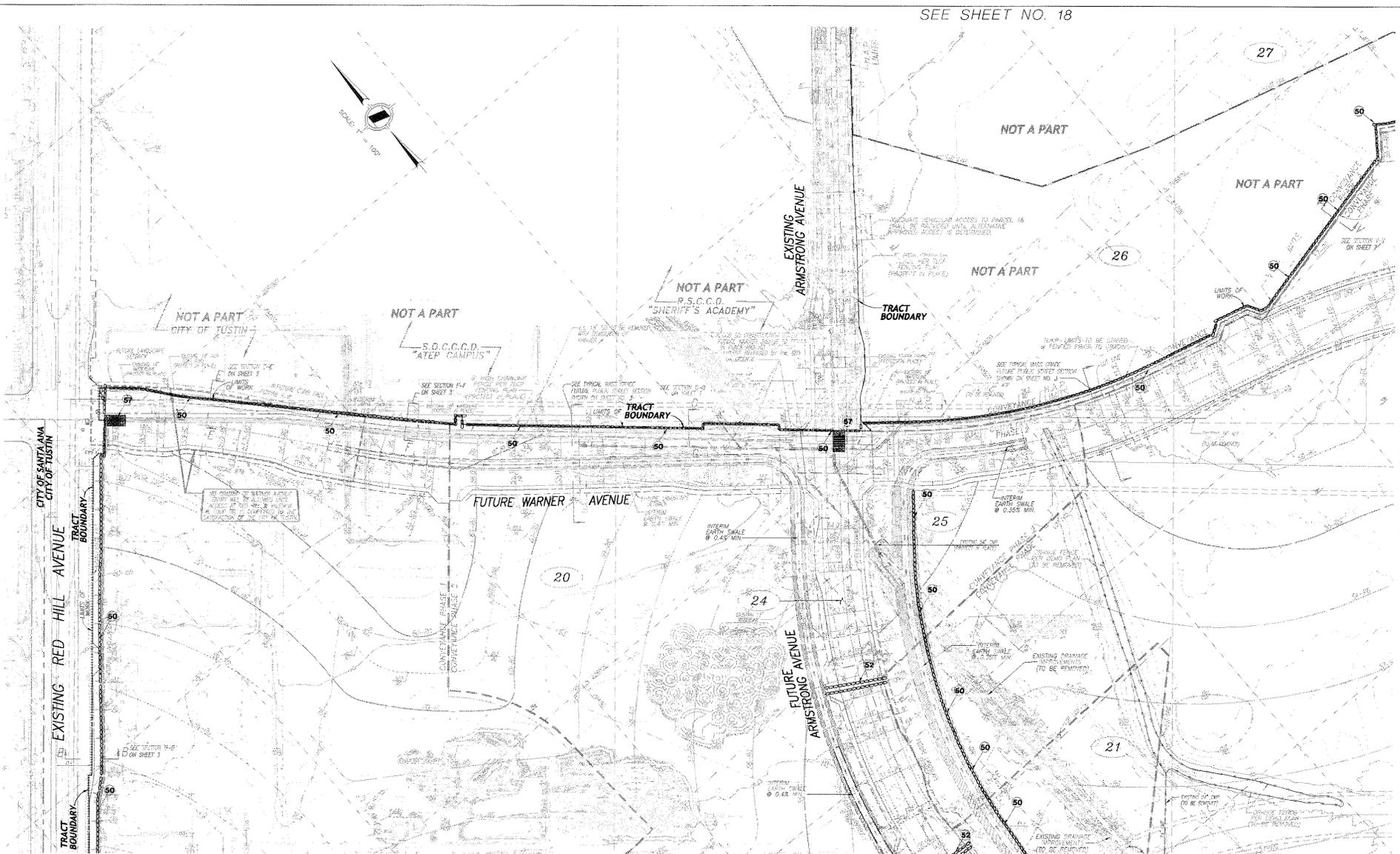
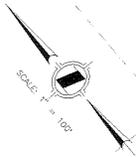
SHEET NO. DATE  
 R.C.E. NO. 20653 EXP. 09-30-07  
**HUNSAKER & ASSOCIATES**  
 CIVIL ENGINEERS  
 11000 W. 11th Street, Suite 100  
 Los Angeles, CA 90024



**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17028**

TRACT NO. TR. NO. 17028  
 STREET ADDRESS: N.W. CORNER OF BARRANCA & TUSTIN AVENUE  
 CITY I.D. NO.:  
 CITY PERMIT NO.: GDE-0032  
 SHEET 16 OF 26

SEE SHEET NO. 18



**EROSION CONTROL CONSTRUCTION NOTES**

- ① - CONSTRUCTION STANDARD SPECIFICATIONS FOR CALIFORNIA - STANDARD SPECIFICATIONS FOR HIGHWAYS AND RELATED FACILITIES, SECTION 100-1.01, DETAIL ON SHEET 18.
- ② - CONSTRUCTION STANDARD SPECIFICATIONS FOR CALIFORNIA - STANDARD SPECIFICATIONS FOR HIGHWAYS AND RELATED FACILITIES, SECTION 100-1.01, DETAIL ON SHEET 18.
- ③ - CONSTRUCTION STANDARD SPECIFICATIONS FOR CALIFORNIA - STANDARD SPECIFICATIONS FOR HIGHWAYS AND RELATED FACILITIES, SECTION 100-1.01, DETAIL ON SHEET 23.

SEE SHEET NO. 16



**REVISIONS**

NO.	DATE	DESCRIPTION	APPROV.

**PREPARED BY**

JAMES KO  
 R.E.E. NO. 20653 EXP. 09-30-07  
**HUNSAKER & ASSOCIATES**  
 CIVIL ENGINEERING ARCHITECTURE SURVEYING  
 1000 S. GARDEN ST. SUITE 100  
 ANAHEIM, CA 92805-1000



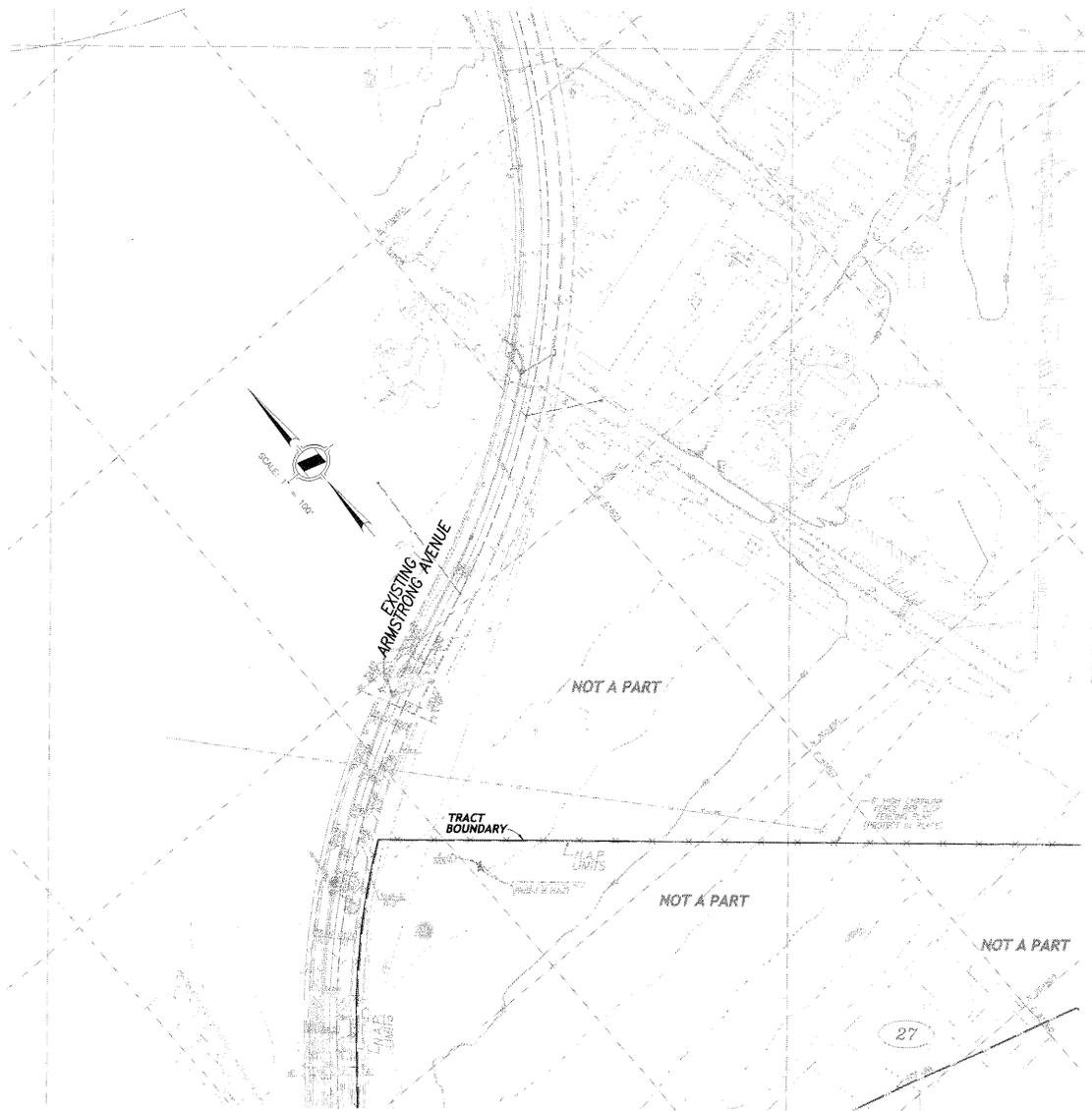
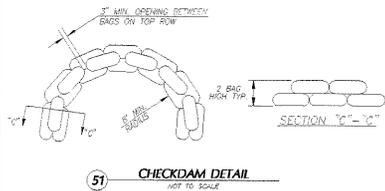
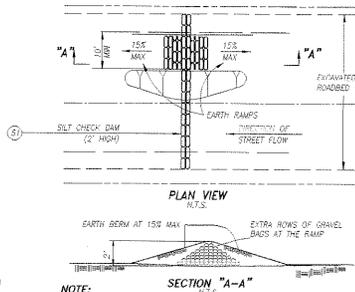
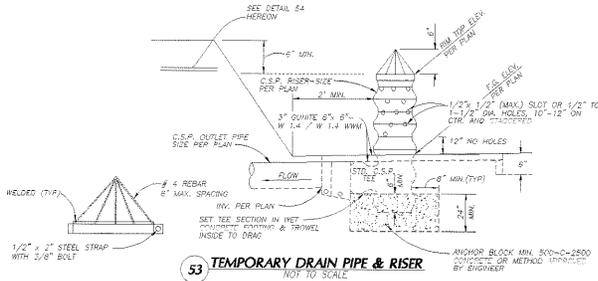
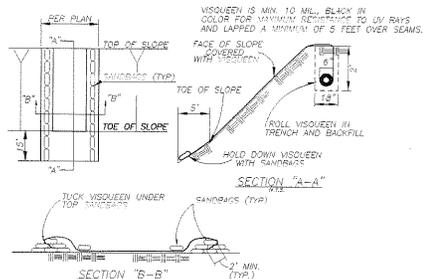
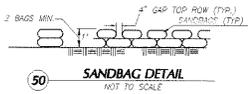
**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17028**

TRACT NO. 17028  
 STREET ADDRESS: N.W. CORNER OF BARRANCA & JUSTIN RANCH  
 CITY I.D. NO.:  
 CITY PERMIT NO.: 008-0032  
 SHEET 17 OF 26

SEE SHEET NO. 20

MAP DATE: 08/10/07

NO. 0789-36 MASS GRADING PLAN FOR TRACT NO. 17028  
 ROOM 623



REVISIONS		
NO.	DATE	DESCRIPTION

PREPARED BY  
 JAMES KO  
 R.C.E. NO. 20653  
 DATE  
 EXP. 08-30-07



MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17026  
 TRACT NO.: TR. NO. 17026  
 STREET ADDRESS: N.W. CORNER OF BARRANCA & TUSTIN RANCH  
 CITY ID. NO.:  
 CITY PERMIT NO.: 508-0932  
 SHEET 18 OF 26

SEE SHEET NO. 21

MAP DATE IDENTIFIER: 08/09/07

DATE: 8/9/07

NO. 20653

EXP. 8/30/07

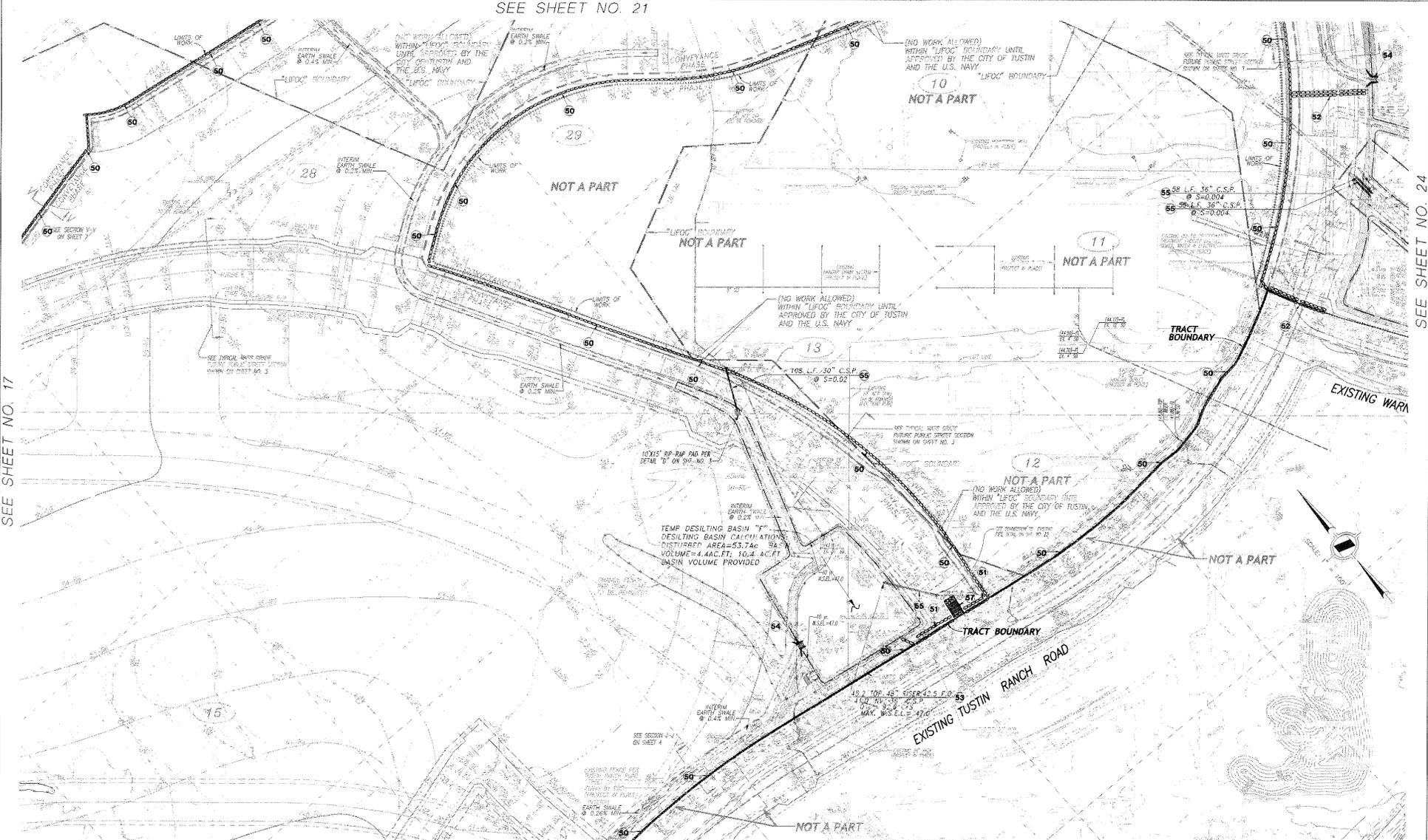
8/10/2007 10:21:46 AM



SEE SHEET NO. 21

SEE SHEET NO. 24

SEE SHEET NO. 17



SEE SHEET NO. 19

- EROSION CONTROL CONSTRUCTION NOTES**
1. CONSTRUCT SANDING BARRIERS PER CALIFORNIA STANDARD SPEC HANDBOOK STD. SE-8 & DETAIL ON SHEET 18.
  2. CONSTRUCT OUTFALLS PER CALIFORNIA STANDARD SPEC HANDBOOK STD. SE-4 & DETAIL ON SHEET 18.
  3. CONSTRUCT VEHICLE ACCESS RAMP DETAIL ON SHEET 18.
  4. CONSTRUCT DRAIN PIPE AND RISER PER DETAIL 53 ON SHEET 18.
  5. INSTALL VISQUEEN SPILLWAY PER DETAIL 54 ON SHEET 18.
  6. CONSTRUCT C.S.P. PIPE, SIZE AND SPACING PER PLAN.
  7. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE PER CALIFORNIA STANDARD SPEC HANDBOOK STD. TC-1 & DETAIL ON SHEET 23.



REVISIONS		
NO.	DATE	DESCRIPTION

**PREPARED BY**  
 JAMES KO  
 R.O.E. NO. 20653 EXP. 09-30-07

**HUNSAKER & ASSOCIATES**  
 CIVIL ENGINEERS  
 1111 W. 14th Street, Suite 100  
 San Jose, CA 95128-1100  
 TEL: 408/298-1100 FAX: 408/298-1101

**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17026**

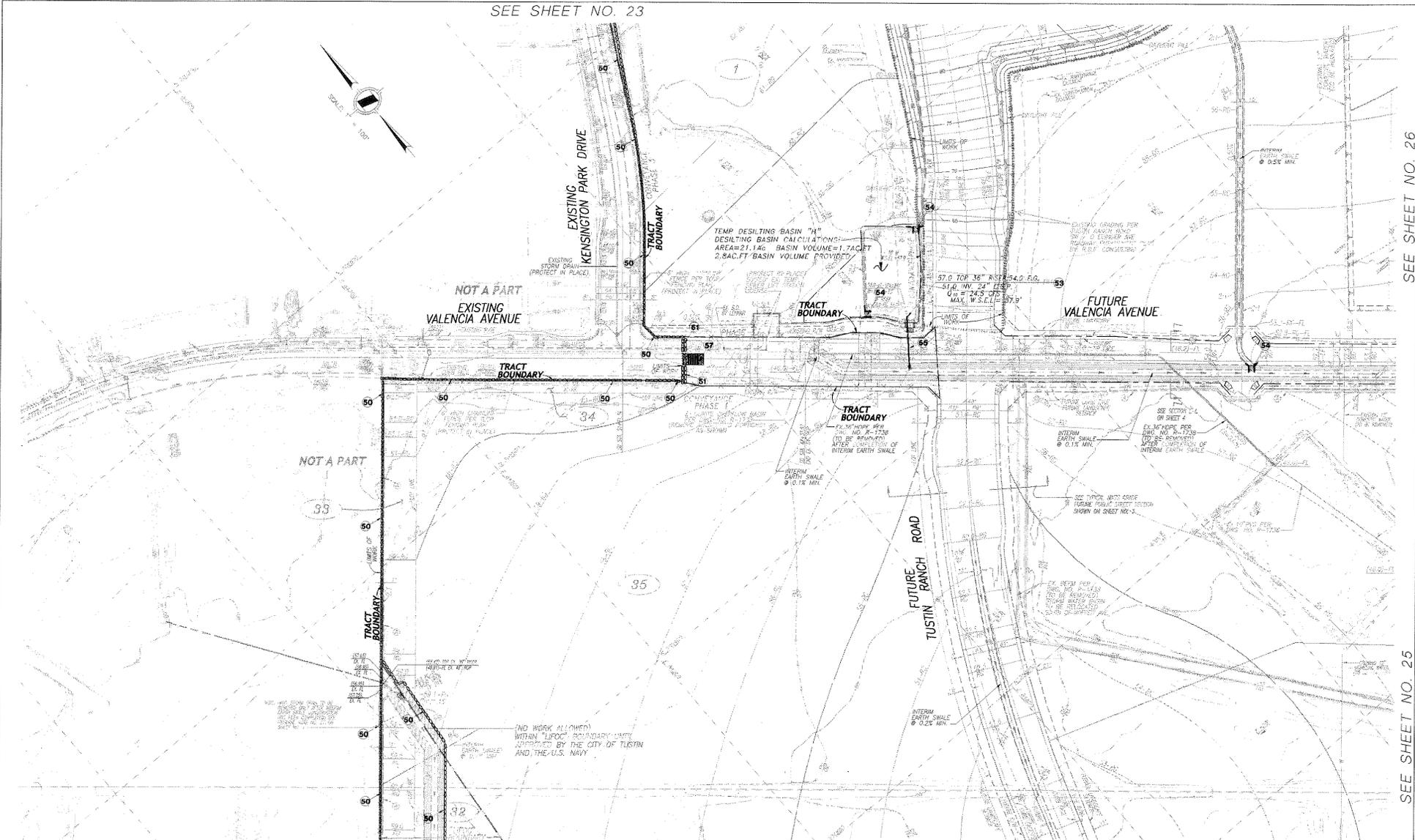
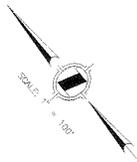
TRACT NO.: TR. NO. 17026  
 STREET ADDRESS: N.W. CORNER OF BURWICK & TUSTIN RANCH  
 CITY I.D. NO.:  
 CITY PERMIT NO.: 09E-0032

SHEET 20 OF 26

MAP DATE IDENTIFIER: 08/09/07  
 PROJECT NO.: 09E-0032  
 SHEET NO.: 20 OF 26



SEE SHEET NO. 23



NOT A PART  
EXISTING  
VALENCIA AVENUE

NOT A PART

SEE SHEET NO. 21

**EROSION CONTROL CONSTRUCTION NOTES**

- (30) - CONSTRUCT SANDBAR BARRIERS PER CALIFORNIA STORMWATER BMP HANDBOOK, STD. SE-6 & DETAIL ON SHEET 18.
- (31) - CONSTRUCT CHECKDAM PER CALIFORNIA STORMWATER BMP HANDBOOK, STD. SE-4 & DETAIL ON SHEET 18.
- (32) - CONSTRUCT TRAP PILE AND BARRIERS PER DETAIL 53 ON SHEET 18.
- (33) - INSTALL INSUREX SPILLWAY PER DETAIL 54 ON SHEET 18.
- (34) - CONSTRUCT C.S.P. PIPE, SIZE AND INVERT ELEVATIONS PER PLAN.
- (35) - CONSTRUCT TRAP PILE CONSTRUCTION, CORNER PER CALIFORNIA STORMWATER BMP HANDBOOK, STD. 10-1 & DETAIL ON SHEET 23.



REVISIONS		
NO.	DATE	DESCRIPTION

**PREPARED BY**  
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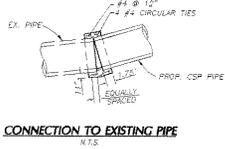


**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17028**  
TRACT NO.: TR. NO. 17028  
STREET ADDRESS: N.W. CORNER OF BARRANCA & TUSTIN RANCH  
CITY ID. NO.:  
CITY PERMIT NO.: 006-0032  
SHEET 22 OF 26

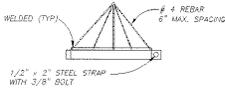
SEE SHEET NO. 26

SEE SHEET NO. 25

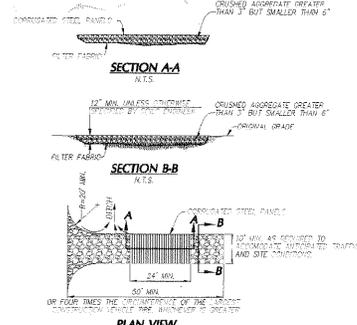
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NO. 0788-06 PLAN 06/06/07 03:55 09/10/07 00004383  
PLOTTER: Barry Roberts DATE: Aug. 10, 2007 10:38:36 AM FILE: F:\2007\Engineering\CA\_TTM\_17028\Ord\_Erosion\_Control\50122.dwg



**CONNECTION TO EXISTING PIPE**  
N.T.S.



**56 MODIFIED TEMP. DRAIN PIPE & RISER**  
NOT TO SCALE



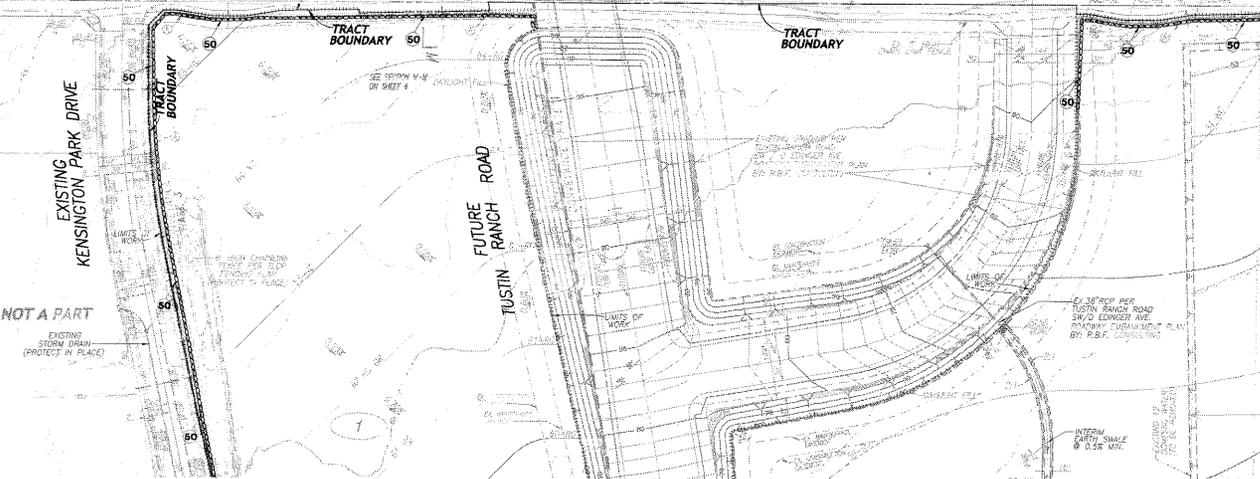
**57 STABILIZED CONSTRUCTION ENTRANCE**  
NOT TO SCALE

**EROSION CONTROL CONSTRUCTION NOTES**  
50 - DIVULGENT SANDWICH BARRIER FOR CALIFORNIA REGULATIONS BUT MAINTAIN STD. SE-3 & DETAIL ON SHEET 18.

SANTA ANA/SANTA FE CHANNEL (F10)

SANTA ANA/SANTA FE CHANNEL (F10)

EXISTING EDINGER AVENUE



SEE SHEET NO. 22



REVISIONS		
NO.	DATE	DESCRIPTION

**PREPARED BY**  
JAMES KO  
R.C.E. NO. 20653  
DATE  
EXP. 09-30-07  
**HUNSAKER & ASSOCIATES**  
CIVIL ENGINEERS



**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17026**  
TRACT NO.: TR. NO. 17026  
STREET ADDRESS: N.W. CORNER OF EDINGER & TUSTIN RANCH  
CITY I.D. NO.:  
CITY PERMIT NO.: SB-0032  
SHEET 23 OF 26

SEE SHEET NO. 26  
DATE IDENTIFIER: 08/29/07 BRG.6  
DWG NO: 17026-23



SEE SHEET NO. 26

SEE SHEET NO. 22

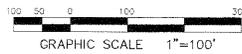
SEE SHEET NO. 21



**EROSION CONTROL CONSTRUCTION NOTES**

- 60 - INVERTED SANDBAR BARRIER PER CALIFORNIA STRIPSAKER BMP HANDBOOK STD. SE-3 & DETAIL ON SHEET 18.
- 67 - INVERTED SAND BAR WITH SLOTTED CURBSTONE PER CALIFORNIA STRIPSAKER BMP HANDBOOK STD. TC-1 & DETAIL ON SHEET 23.

SEE SHEET NO. 24



**REVISIONS**

NO.	DATE	DESCRIPTION	APPD.

**PREPARED BY**

JAMES KO  
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 ANAHEIM, CA 92805



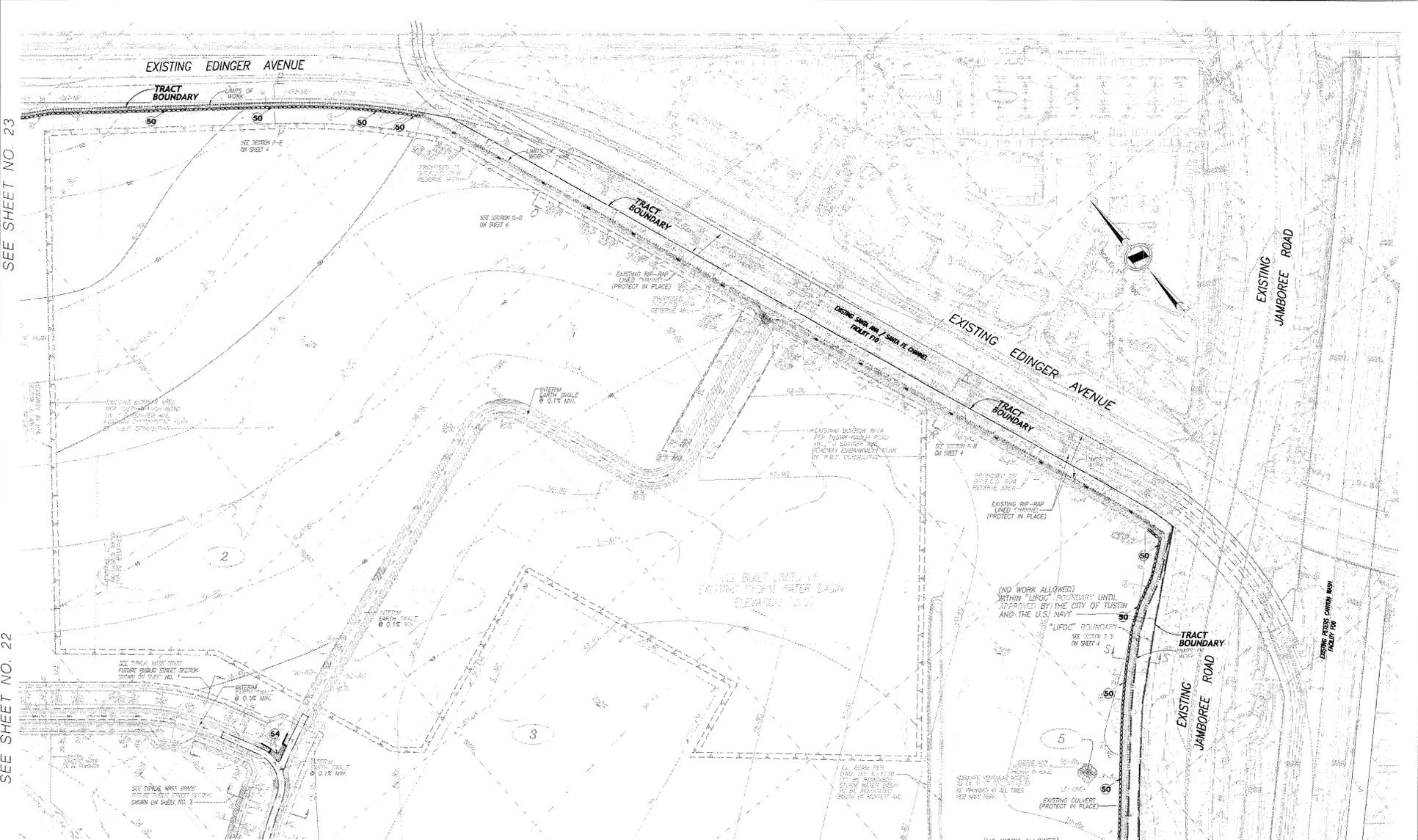
**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17028**

TRACT NO. 17028  
 STREET ADDRESS: N.W. CORNER OF BARRANCA & JUSTIN BANCH  
 CITY I.D. NO.:  
 CITY PERMIT NO.: G06-0032

SHEET 25 OF 26

SEE SHEET NO. 23

SEE SHEET NO. 22



**EROSION CONTROL CONSTRUCTION NOTES**

- (20) CONSTRUCT SAND/BAF BARRIER PER CALIFORNIA STANDARDS BMP HANDBOOK STD. SE-8 & DETAIL ON SHEET 18.
- (34) INSTALL MUSQUEEN SPILLWAY PER DETAIL 34 ON SHEET 18.

SEE SHEET NO. 25



REVISIONS		
NO.	DATE	DESCRIPTION

**PREPARED BY**  
 JAMES KO  
 S.C.E. NO. 20653  
 DATE: 09-30-07  
 EXP. 09-30-07

**HUNSAKER & ASSOCIATES**  
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 TUSTIN, CA 92680  
 TEL: 714.261.1100 FAX: 714.261.1101



**MASS GRADING AND EROSION / SEDIMENT CONTROL PLAN FOR TRACT NO. 17028**

TRACT NO.: TR. NO. 17028  
 STREET ADDRESS: N.W. CORNER OF BARRANDA & TUSTIN RANCH  
 CITY I.D. NO.:  
 CITY PERMIT NO.: GSE-0332

SHEET 26 OF 26

MAP DATE IDENTIFIER: 08/09/07 B.P.E.G. 08/10/07  
 DATE: 08/09/07  
 1000-SUNSET  
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