ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

No new supplemental items will be added to the agenda following close of business on Friday.

April 12, 2016

DISCUSSION

30. Revised Title to read;
County Executive Office - Approve grant applications/awards submitted *by OC Community Resources and Probation and retroactive grant applications/awards submitted by OC Community Resources* in 4/12/16 grant report and other actions as recommended - All Districts

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Item: 30

Supplemental Item(s)

S32A. **Sheriff-Coroner** - Authorize use of County bus to be driven by Sheriff-Coroner employee to transport 40 Villa Park High School students and five chaperones participating in the "Every 15 Minutes" program on April 14 and 15, 2016; and make related findings - District 3

S32B. **County Executive Office** - Approve amended and restated agreement with South Orange County Community College District for exchange of real property; approve Ground lease with South Orange County Community College District for construction of new OC Animal Care Center; authorize Chief Real Estate Officer or designee to execute amended and restated agreement, ground lease and all necessary related documents; authorize Auditor-Controller upon notification from Chief Real Estate Officer or designee to issue checks as required; and make California Environmental Quality Act and other findings - All Districts

S32C. **OC Public Works** - Award contract to Snyder Langston L.P. for design and construction of OC Animal Care Facility ($32,825,000); authorize Director or designee to execute contract and make necessary changes under certain conditions; authorize Auditor-Controller to make related payments; and make California Environmental Quality Act and other findings - All Districts

S32D. **OC Community Resources** - Approve agreement with various cities electing to contract for development of new Animal Shelter at former Marine Corps Air Station Tustin site, ($35,000,000); approve agreement with various cities electing to participate for OC Animal Care services, for a term of 10 years and replace all current animal care services agreements and approve services agreement for animal care services with contracted cities; authorize Director or designee to execute agreements by 4/30/16 or that notifying County prior to 4/30/16 that they have agendized recommending approval of such agreements by 5/31/16 and whose city council approves by that date and issue notice of termination to those cities currently under contract who are not electing to participate in the new 10-year agreement; and make California Environmental Quality Act and other findings - All Districts

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

No new supplemental items will be added to the agenda following close of business on Friday.

S32E. **OC Waste & Recycling** - Approve amendment 1 to cooperative agreement with City of Irvine for Frank R. Bowerman Landfill; authorize Director or designee to execute amendment; and make California Environmental Quality Act and other findings - District 3

SCS3. **Human Resource Services** - CONFERENCE WITH LABOR NEGOTIATOR - Pursuant to Government Code Section 54957.6:
Agency Negotiator: Robert O'Brien
Employee Organizations: Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Association of Orange County Deputy Sheriffs (AOCDS), International Brotherhood of Teamsters, Local 952, In-Home Supportive Services Provider Unit (IHSS) represented by United Domestic Workers of America (UDWA), International Union of Operating Engineers (IUOE), Orange County Attorneys Association (OCAA), Orange County Employees Association (OCEA), Orange County Managers Association (OCMA) and other non-represented employees
RE: Terms and Conditions of Employment

SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - Pursuant to Government Code Section 54956.9(d)(4):
Number of Cases: One Case

SCS5. **County Executive Office** - CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Pursuant to Government Code Section 54956.8:
Property Location: 1000 Kraemer Place, Anaheim, CA
County Negotiator: Scott D. Mayer, Chief Real Estate Officer
Negotiating Party: Future Lessee/Operator of Property
Under Negotiation: Terms and Value of Future Lease

Document last updated: 4/7/2016 3:43 PM

Agenda Item 30

AGENDA STAFF REPORT

ASR Control 16-000140

MEETING DATE:	04/12/16
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S):	Peter DeMarco (714) 834-5777
	Julie Perkins (714) 834-4324

2016 APR -7 PM 3:20

SUBJECT: Grant Applications/Awards Report

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Concur	No Legal Objection	Discussion 3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

Approve grant applications/awards as proposed and other actions as recommended.

1. Approve Retroactive Grant Award - OC Community Resources - Continuum of Care Program - $9,086,852
2. Approve Retroactive Grant Award - OC Community Resources/ OC Community Services - Continuum of Care Homeless Assistance Program - Planning Grant - $586,095
3. Approve Grant Application - OC Community Resources/ OC Community Services - Veterans Affairs Supportive Housing Extraordinary Administrative Fees - $100,000
4. Approve Grant Application - Probation - Juvenile Justice Crime Prevention Act - $10,248,560
5. Receive and File Grant Report

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Grants Report

Grants Report

DRAFT

County Executive Office/Legislative Affairs

April 12, 2016
Item No. 30
Vol.XV, No. VII

County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County's grants activities. It also serves to inform Orange County's Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On April 12, 2016, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS

1. Approve Retroactive Grant Award – OC Community Resources–Continuum of Care Program-$9,086,852

2. Approve Retroactive Grant Award – OC Community Resources/OC Community Services – Continuum of Care Homeless Assistance Program-Planning Grant of $586,095

3. Approve Grant Application – OC Community Resources/OC Community Services – Veterans Affairs Supportive Housing Extraordinary Administrative Fees -$100,000

4. Approve Grant Application– Probation – Juvenile Justice Crime Prevention Act – $10,248,560

5. Receive and File Grant Report

If you or your staff have any questions or require additional information on any of the items in this report, please contact Julie Perkins at 714-834-4324

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

MEMORANDUM

STEVE FRANKS
DIRECTOR
OC COMMUNITY RESOURCES

JENNIFER HAWKINS, DVM
DIRECTOR
OC ANIMAL CARE

RENEE RAMIREZ
INTERIM DIRECTOR
OC COMMUNITY SERVICES

JULIA BIDWELL
INTERIM DIRECTOR
HOUSING COMMUNITY
DEVELOPMENT & HOMELESS
PREVENTION

STACY BLACKWOOD
DIRECTOR
OC PARKS

HELEN FRIED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

DATE: 04/04/2016

TO: Frank Kim, County Executive Officer

FROM: Steve Franks, Director, OC Community Resources

SUBJECT: Retroactive Approval to Accept Grant Awards for Continuum of Care Funds

On April 21, 2015, the Board of Supervisors authorized OC Community Resources/ Orange County Housing Authority (OCHA) to apply for Continuum of Care Program funding in the amount of $8,802,452 through the U.S. Department of Housing and Urban Development (HUD). OCHA's Continuum of Care Program provides permanent supportive housing rental assistance to approximately 700 formerly homeless and chronically homeless family's with disabilities.

Also on April 21, 2015, the Board of Supervisors authorized OC Community Resources/ OC Community Services (OCCS) to apply for Continuum of Care Planning Grant funding in the amount of $500,000 through HUD. On November 10, 2015, the Board of Supervisors authorized OCCS to apply for additional Continuum of Care Planning Grant funding in the amount of $86,095.

On March 8, 2016, HUD issued a press release which indicated that OCHA would be awarded $9,086,852 and OCCS would be awarded $586,095 in grant funding. The increase in funding for OCHA is due to adjustments made by HUD to allow for the most current Fair Market Rents, which were published after the application for funding was submitted.

Due to the timing of press release indicating the awards and the schedule of available Board meeting dates, the attached eForms are coming to the Board more than 30 days since the notifications of funding.

If you have questions on this grant, please contact Julia Bidwell, Interim Director, Housing and Community Development and Homeless Prevention (714) 480-2991.

Department Head or Designee

Approved: _____
County Executive Officer or Designee

1770 NORTH BROADWAY, SANTA ANA, CA 92706-2642 • PHONE (714) 480-2700 FAX (714) 480-2945

☐ GRANT APPLICATION / ☒ AWARD AUTHORIZATION FORM

Today's Date:	March 31, 2016
Requesting Agency/Department:	OC Community Resources
Grant Name and Project Title:	Continuum of Care Program
Sponsoring Organization/Grant Source:	U.S. Department of Housing and Urban Development
Amount Requested/ Awarded:	$8,802,452
Application Due Date:	N/A
Board Date when Board Approved this Application:*	April 21, 2015
Awarded Funding Amount:*	$9,086,852
Notification Date of Funding Award:*	March 8, 2016

Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO) Yes, memo to CEO attached.

Does this grant require CEQA findings? No

What Type of Grant is this?	Competitive ☒	Other Type ☐	Explain:
County Match?	Yes ☒	No ☐	Amount: 25% of grant award Budgeted? Yes (In-Kind services from partner agencies)
Recurrence of Grant	New ☐	Recurrent ☒	

Explain: The Orange County Housing Authority (OCHA) has been awarded 15 Shelter Plus Care grants since 1996. Initially, each grant had a term of five years, after which OCHA was able to reapply for an annual renewal for these grants on a competitive basis.

Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

Acceptance and authorization for the OC Community Resources Director or his designee to facilitate receipt of the Continuum of Care Shelter Plus Care grant. Grant funds will provide affordable permanent housing assistance for up to 700 disabled households who were chronically homeless or homeless throughout Orange County.

Board Resolution/Special Instructions	Include requirement for a Board Resolution or authorization to accept the grant award without further Board action. Provide language for Resolution, and the name of County Counsel staff who reviewed the language/ *or County Counsel who have reviewed other documents. Please specify.

1. Authorize the OC Community Resources Director or designee, on behalf of the Orange County Housing Authority, to receive renewal of Continuum of Care Program grant funds in the amount of $9,086,852 and execute the 2015 Continuum of Care Shelter Plus Care renewal project Grant Agreements.

2. Authorize the OC Community Resources Director or designee to sign a Memorandum of Understanding or other related documents associated with the Continuum of Care Shelter Plus Care renewal project Grant Agreements.

Will the grant/program create new part or full-time positions?	No new positions.

Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
John Hambuch (714) 480-2830 John.Hambuch@occr.ocgov.com	

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment

MEMORANDUM

STEVE FRANKS
DIRECTOR
OC COMMUNITY RESOURCES

JENNIFER HAWKINS, DVM
DIRECTOR
OC ANIMAL CARE

RENEE RAMIREZ
INTERIM DIRECTOR
OC COMMUNITY SERVICES

JULIA BIDWELL
INTERIM DIRECTOR
HOUSING COMMUNITY
DEVELOPMENT & HOMELESS
PREVENTION

STACY BLACKWOOD
DIRECTOR
OC PARKS

HELEN FRIED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

DATE: 04/04/2016

TO: Frank Kim, County Executive Officer

FROM: Steve Franks, Director, OC Community Resources

SUBJECT: Retroactive Approval to Accept Grant Awards for Continuum of Care Funds

On April 21, 2015, the Board of Supervisors authorized OC Community Resources/ Orange County Housing Authority (OCHA) to apply for Continuum of Care Program funding in the amount of $8,802,452 through the U.S. Department of Housing and Urban Development (HUD). OCHA's Continuum of Care Program provides permanent supportive housing rental assistance to approximately 700 formerly homeless and chronically homeless family's with disabilities.

Also on April 21, 2015, the Board of Supervisors authorized OC Community Resources/ OC Community Services (OCCS) to apply for Continuum of Care Planning Grant funding in the amount of $500,000 through HUD. On November 10, 2015, the Board of Supervisors authorized OCCS to apply for additional Continuum of Care Planning Grant funding in the amount of $86,095.

On March 8, 2016, HUD issued a press release which indicated that OCHA would be awarded $9,086,852 and OCCS would be awarded $586,095 in grant funding. The increase in funding for OCHA is due to adjustments made by HUD to allow for the most current Fair Market Rents, which were published after the application for funding was submitted.

Due to the timing of press release indicating the awards and the schedule of available Board meeting dates, the attached eForms are coming to the Board more than 30 days since the notifications of funding.

If you have questions on this grant, please contact Julia Bidwell, Interim Director, Housing and Community Development and Homeless Prevention (714) 480-2991.

Department Head or Designee

Approved: _____
County Executive Officer or Designee

1770 NORTH BROADWAY, SANTA ANA, CA 92706-2642 • PHONE (714) 480-2700 FAX (714) 480-2945

☐ GRANT APPLICATION / ☒ AWARD AUTHORIZATION FORM

Today's Date:	March 21, 2016
Requesting Agency/Department:	OC Community Resources / OC Community Services
Grant Name and Project Title:	Continuum of Care Homeless Assistance Program - Planning Grant
Sponsoring Organization/Grant Source:	U.S. Department of Housing and Urban Development
Amount Requested/ Awarded:	$586,095
Application Due Date:	November 20, 2015
Board Date when Board Approved this Application:*	April 21, 2015 & November 10, 2015
Awarded Funding Amount:*	$586,095
Notification Date of Funding Award:*	March 8, 2016

Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO) Yes, memo to CEO attached.

Does this grant require CEQA findings? No

What Type of Grant is this?	Competitive ☒	Other Type ☐	Explain:
County Match?	Yes ☒	No ☐	Amount: 25% of grant award Budgeted? Yes (In-Kind staff time and consultant contracts)
Recurrence of Grant	New ☒	Recurrent ☐	

Explain:

Purpose of Grant Funds: Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The County applied for $586,095 in Planning Grant funds as part of the 2015 Continuum of Care (CoC) Homeless Assistance grant. The notification of funding was received from the U.S. Department of Housing and Urban Development (HUD) on March 8, 2016; however the final Grant Agreement has not yet been received from HUD.

These grant funds will be used for a consultant contract with 211OC ($322,352), a non-profit technical assistance provider, to assist with CoC project evaluation, CoC project monitoring, CoC Application activities and HUD compliance activities including the planning and implementation of the 2017 Point in Time count which is a count of homeless persons on a single night in January. Funds ($30,000) will also be used for tasks related to CoC compliance activities and the annual coordination and submission of the CoC Application through Urban Initiatives, a consultant selected through a competitive Request For Proposal process. The remaining funds ($233,743) will be used for OC Community Services staff time related to CoC coordination, project evaluation, monitoring, application and compliance activities in coordination with the consultants 211OC and Urban Initiatives to ensure successful project implementation and compliance with HUD requirements.

Board Resolution/Special Instructions Include requirement for a Board Resolution or authorization to accept the grant award without further Board action. Provide language for Resolution, and the name of County Counsel staff who reviewed the language/ *or County Counsel who have reviewed other documents. Please specify.

Authorize the OC Community Resources Director or designee to accept and execute Agreement and applicable documents for the Continuum of Care Homeless Assistance Planning Grant administered by the U.S Department of Housing and Urban Development. No Board Resolution is required to accept grant funding.	
Will the grant/program create new part or full-time positions?	No new positions will be created by this grant.
Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Julia Bidwell, Deputy Director, OC Community Services (714) 480-2991, Julia.Bidwell@occr.ocgov.com	

☒ GRANT APPLICATION / ☐ AWARD AUTHORIZATION FORM

Today's Date:	March 31, 2016
Requesting Agency/Department:	OC Community Resources/OC Community Services
Grant Name and Project Title:	Veterans Affairs Supportive Housing Extraordinary Administrative Fees
Sponsoring Organization/Grant Source:	U.S. Department of Housing & Urban Development
Amount Requested/ Awarded:	$100,000
Application Due Date:	May 6, 2016
Board Date when Board Approved this Application:*	-
Awarded Funding Amount:*	-
Notification Date of Funding Award:*	-

Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO) No

Does this grant require CEQA findings? No

What Type of Grant is this? Competitive ☒ Other Type ☐ Explain:

County Match? Yes ☐ No ☒ Amount: $ or % Budgeted?

Recurrence of Grant New ☒ Recurrent ☐

Explain:

Purpose of Grant Funds: Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The Orange County Housing Authority (OCHA) is requesting funding of U.S. Department of Housing & Urban Development (HUD) - Veterans Affairs Supportive Housing (VASH) Extraordinary Administrative Fees in accordance with HUD Notice PIH-2016-04. Administrative fees are used for staff and resources that will increase lease-up success rates, decrease the amount of time for veterans to locate and move into housing and fund marketing efforts to increase the number of landlords willing to rent to homeless veterans. These additional administrative fees will enable OCHA to enhance an already successful program that has placed more than 550 formerly homeless veterans into permanent housing.

Board Resolution/Special Instructions Include requirement for a Board Resolution or authorization to accept the grant award without further Board action. Provide language for Resolution, and the name of County Counsel staff who reviewed the language/ *or County Counsel who have reviewed other documents. Please specify.

Authorize OC Community Resources Director or designee to apply for HUD-VASH Extraordinary Administrative Fees to enhance the successes and speed of leasing approximately 100 additional VASH veterans.

No Board Resolution is required to apply for this grant.

Will the grant/program create new part or full-time positions? No. If funding is awarded, OCHA would use the funds to fill one existing vacant position in limited term capacity.

Contact: List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

John Hambuch (714) 480-2830
John.hambuch@occr.ocgov.com

☒ GRANT APPLICATION / ☐ AWARD AUTHORIZATION FORM

Today's Date:	April 4, 2016
Requesting Agency/Department:	OC Probation Department
Grant Name and Project Title:	Juvenile Justice Crime Prevention Act
Sponsoring Organization/Grant Source:	Board of State and Community Corrections/2011 Realignment
Amount Requested/ Awarded:	$10,248,560
Application Due Date:	May 1, 2016
Board Date when Board Approved this Application:*	N/A
Awarded Funding Amount:*	$10,248,560
Notification Date of Funding Award:*	N/A

Is this an Authorized Retroactive Grant Application/Award? (If yes, attach memo to CEO)

Does this grant require CEQA findings? No

What Type of Grant is this?	Competitive ☐	Other Type ☒	Explain: Realignment funded, requires application
County Match?	Yes ☐	No ☒	Amount: $ or % Budgeted?
Recurrence of Grant	New ☐	Recurrent ☒	

Explain: Annual application of funding/comprehensive multi-agency juvenile justice plan with Board Approval required per GC 30061.

Purpose of Grant Funds: Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

This is the annual application for continued funding as required by GC 30061. This plan is for the Juvenile Justice Crime Prevention Act (JJCPA) funding, which was realigned as part of 2011 Public Safety Realignment. Although the funding was realigned to the County, the plan approval requirements were set by legislation mandating the annual application of funding to be submitted each year by May 1st. The budget/funding plan for the JJCPA programs was approved by the Orange County Juvenile Justice Coordinating Council on February 25, 2016.

Board Resolution/Special Instructions Include requirement for a Board Resolution or authorization to accept the grant award without further Board action. Provide language for Resolution, and the name of County Counsel staff who reviewed the language/ *or County Counsel who have reviewed other documents. Please specify.

The original Board resolution (00-455) was approved on December 19, 2000. Revised resolutions are only required if the plan is substantially changed. There are no substantial changes included in the FY 2016-17 application for continuing funding. The Probation Department is requesting Board approval for submission of the funding plan with no further Board action required.

Will the grant/program create new part or full-time positions?	No

Contact: List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Bryan Prieto, (714) 645-7002
Dana Schultz, (714) 645-7005

S32A

County Executive Office

Memorandum

April 6, 2016

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a supplemental for the April 12, 2016 Board Hearing Meeting.

Agency: Sheriff-Coroner
Subject: Authorize Use of County Resources for Every 15 Minutes Program
District: 3

Reason for supplemental: The Agenda Staff Report was not finalized until after the Clerk of the Board's filing deadline. Therefore, it could not be submitted by the filing deadline. This Agenda Staff Report needs to be scheduled for the April 12, 2016 Board meeting.

Concur: _____
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

2016 APR -6 PM 3:45

Agenda Item
Clerk's Use Only _____

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 4/12/2016

LEGAL ENTITY TAKING ACTION: Sheriff-Coroner

BOARD OF SUPERVISORS DISTRICT(S): District 3

SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner

DEPARTMENT HEAD REVIEW: T. Bland
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Toni Bland (714) 647-1802
Jeff Hallock (714) 647-4559

SUBJECT: Authorize Use of County Resources for Every 15 Minutes Program

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
CEO Signature	No legal objection *Action* Wendy J Phillips *County Counsel Signature*	Discussion 3 Votes Board Majority

Budgeted: Yes **Current Year Cost:** $750 **Annual Cost:** N/A

Staffing Impact: N/A **# of Positions:** N/A **Sole Source:** No

Current Fiscal Year Revenue: N/A

Funding Source: State: 100% (Proposition 172) **County Audit in last 3 years** No

Prior Board Action: 4/14/2015 #7, 4/9/2013 #6, 3/22/2011 #5, 1/27/2009 #16, 3/20/2007 #3

RECOMMENDED ACTION(S)

1. Authorize the use of a County bus to be driven by a Sheriff-Coroner Department employee to transport 40 Villa Park High School students and five adult chaperones participating in the "Every 15 Minutes" program on April 14 and 15, 2016.

2. Find that the use of the County bus for the "Every 15 Minutes" program serves a public purpose of Orange County by educating and impacting young drivers regarding the consequences of drinking and driving, thereby potentially preventing traffic collision fatalities and injuries, and criminal behavior.

SUMMARY:

Approval of the request for the use of County resources will allow the Sheriff-Coroner to use a County bus to transport 40 Villa Park High School students, and five adult chaperones participating in the "Every 15 Minutes" drinking and driving awareness program.

BACKGROUND INFORMATION:

Approximately every two years the Sheriff-Coroner Department (Sheriff) conducts an intensive drinking and driving awareness and education program at high schools in Orange County, at the request of the high school, in partnership with the associated school district and the California Highway Patrol. The program is entitled "Every 15 Minutes," which refers to the fact that someone dies from an alcohol-related crash every 15 minutes in the United States. This program is conducted at high schools across the country in an attempt to reduce drunk-driving injuries and fatalities among teens. The two-day program is dramatic and emotional and is intended to teach teens that they are not invincible and that their actions have consequences. The program includes displays, an assembly and a simulated traffic collision. A number of students are selected to portray students who have been injured or killed in a drunk-driving related collision. The Board of Supervisors has approved the use of County resources in support of this program at Foothill High School on April 9, 2013, March 22, 2011, January 27, 2009, March 20, 2007, and April 14, 2015.

On April 14 and 15, 2016, the "Every 15 Minutes" program will be presented at Villa Park High School. The 40 selected students will be taken on a tour of the Harbor Justice Center, Western Medical Center in Santa Ana, and a local mortuary. The participating students spend the night in a local hotel for a student retreat at school district expense.

The Sheriff is requesting authorization to transport the 40 students and five chaperones in a Sheriff's Department bus, driven by Sheriff personnel as part of their normal shift. No overtime usage will be required. The parents of minor students, students over 18 years of age and the adult chaperones who will be riding the bus will be required to sign a release of liability form, which releases the County of Orange from liability connected with this event.

FINANCIAL IMPACT:

The associated costs incurred to participate in this event are estimated to be $650 for staff time salaries (2 Deputy Sheriffs at 7.5 hours each) and approximately $100 for fuel and are included in the FY 2015-16 Modified Budget.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

N/A

County Executive Office

332B

Memorandum

2016 APR -6 PM 4:47

April 6, 2016

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a supplemental for the April 12, 2016 Board Hearing Meeting.

Agency: **County Executive Office**
Subject: **Amended Exchange Agreement and Lease for OC Animal Care Center**
District: **All Districts**

Reason for supplemental: The Agenda Staff Report and attachments were not finalized until after the Clerk of the Board's filing deadline. Therefore, they could not be submitted by the filing deadline. This Agenda Staff Report needs to be scheduled for the April 12, 2016 Board meeting.

Concur: _____
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S32B
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 04/12/16

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: County Executive Office

DEPARTMENT HEAD REVIEW: *Department Head Signature*

DEPARTMENT CONTACT PERSON(S): Scott Mayer (714) 834-3046
James Campbell (714) 834-3767

SUBJECT: Amended Exchange Agreement and Lease for OC Animal Care Center

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
CEO Signature	Approved as to Form *Action* *County Counsel Signature*	Discussion 3 Votes Board Majority

Budgeted: No

Current Year Cost: See Financial Impact Section

Annual Cost: See Financial Impact Section

Staffing Impact: No

# of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source:
GF: 14%; Contract Cities: 86%

County Audit in last 3 years : No

Prior Board Action: 9/11/2012 #16, 2/7/2012 #16, 4/7/2009 #9

RECOMMENDED ACTION(S)

1.Make the following California Environmental Quality Act findings:

a. The City of Tustin, as lead agency under CEQA for the Reuse and Disposal of the MCAS Tustin property project, certified FEIS/EIR on January 16, 2001 and approved Addendum (Ord. No. 1406) on September 13, 2011 for a minor Specific Plan Amendment of which the proposed project is a part of. The County of Orange as a responsible agency under CEQA Guidelines section 15381 has reviewed and considered the Final EIS/EIR and the Addendum prepared by the City and the Property Exchange Agreement Addendum to the City's FEIS/EIR approved by the South Orange County Community College District Board of Trustees on December 6, 2011, and certifies that it has done so, pursuant to CEQA Guidelines section 15050(b).

b. There are no significant environmental effects within the jurisdiction of the County of Orange which require a finding on the part of the County of Orange.

c. The circumstances of the project are substantially the same as described in EIS/EIR and the Addenda and no substantial changes have been made in the project, no substantial changes have occurred in the circumstances under which the project is being undertaken, and no new information of importance to the project which was not known or could not have been known when the previous EIS/EIR and Addenda were certified and approved have become known.

d. Adoption and implementation of those feasible mitigation measures related to those aspects of the project are within the separate authority of the County of Orange pursuant to CEQA Guidelines section 15096 (g)(h). As a responsible agency, the County of Orange is authorized, pursuant to Guidelines section 15096, to rely on the EIS/EIR and Addendum certified and approved by the City of Tustin and the Addendum approved by the South Orange County Community College District Board of Trustees.

2. Find that the County of Orange hereby adopts and will implement those feasible mitigation measures related to those aspects of the project, if any, that are within its separate authority, pursuant to Guidelines section 15096 (g)(h).

3. Approve the Amended and Restated Agreement for the Exchange of Real Property between the County of Orange and the South Orange County Community College District in substantially the form attached and authorize the Chief Real Estate Officer or designee to execute on behalf of the County once approved by the South Orange County Community College District.

4. Approve of the Ground Lease between the County of Orange and the South Orange County Community College District for property for the construction of the new OC Animal Care Center in substantially the form attached and authorize the Chief Real Estate Officer or designee to execute on behalf of the County once approved by the South Orange County Community College District.

5. Authorize the Chief Real Estate Officer or designee, on behalf of the County, to execute all documents necessary to close the ground lease transaction and to effectuate the property exchange set forth in Amended and Restated Agreement for the Exchange of Real Property.

6. Authorize the Auditor-Controller, upon notification from the Chief Real Estate Officer or designee, to issue checks to escrow for the account of South Orange County Community College District or assigns, in the amount of $519,306 and additional checks, as required, for demolition costs, for improvements on the Exchange Parcel, for the construction of the Common Driveway, and installation of Bell Avenue Utilities, title insurance, trust deed clearance fees, forwarding fees, trustee fees, subordination fees, and other fees associated with the property exchange and escrow, as applicable.

SUMMARY:

Approval of the Amended and Restated Agreement for the Exchange of Real Property between the County of Orange and the South Orange County Community College District and the Ground Lease will facilitate the construction of the new OC Animal Care Center on the South Orange County Community College District Exchange Parcel for the benefit of the public.

BACKGROUND INFORMATION:

On July 2, 1992, the Marine Corps Air Station (MCAS) Tustin was realigned and closed in accordance with the Federal Base Realignment and Closure Act. In 1992, the City of Tustin (Tustin) was designated as the local redevelopment authority (LRA) for preparation of a reuse plan for MCAS Tustin to facilitate the closure of MCAS Tustin and its reuse and development. The portion of the former MCAS Tustin located within Tustin is referred to as "Tustin Legacy".

On October 31, 1995, as part of the MCAS Tustin Reuse Plan (Reuse Plan) screening process, the County of Orange (County) and South Orange County Community College District (SOCCCD) each submitted a "Notice of Interest in Buildings and Property" to the City acting as the LRA. On October 16, 1996, the Reuse Plan was approved by the United States Department of Housing and Urban Development. The approved Reuse Plan included a list of LRA recommended property transfers and conveyance methods, among them a 10-acre parcel designated for transfer to the County and a 99.7-acre parcel designated for transfer to the SOCCCD. On April 7, 2009, your Board approved a modification to the County's request for property at Tustin Legacy to incorporate a new OC Animal Care Center (ACC) on the 10-acre parcel.

Originally, the County planned to build the new ACC on the 10-acre parcel designated for transfer to the County and SOCCCD intended to develop the entire 99.7-acre parcel as an Advanced Technology & Education Park (ATEP). In an effort to provide a better location for the ACC and a more rational and useable configuration for development of the ATEP, the County and SOCCCD decided to exchange 10-acre parcels. On February 7, 2012, your Board approved an Agreement for the Exchange of Real Property between the County and SOCCCD (Exchange Agreement) which sets forth the terms and conditions under which SOCCCD would convey to the County a 10-acre parcel of real property known as the 'SOCCCD Exchange Parcel' and in exchange the County would cause the conveyance to SOCCCD a 10-acre parcel of real property known as the 'County Exchange Parcel' (Attachment A). The Exchange Agreement has been amended by Amendment No.1 on April 28, 2012, Amendment No. 2 on June 26, 2012, Amendment No. 3 on May 16, 2012, and Amendment No. 4 on February 24, 2013, to add additional time for the transaction to be completed. On September 11, 2012, your Board approved an agreement between the City of Tustin and the County to faciliate the development of the County facilities at Tustin Legacy.

A condition precedent to the consummation of the exchange contemplated by the Exchange Agreement is that the Department of the Navy (DON) would have conveyed fee title to the SOCCCD Exchange Parcel and released the County Exchange Parcel for conveyance pursuant to the Reuse Plan. At this point, SOCCCD has not received fee title to the entire 10-acre SOCCCD Exchange Parcel. They have received fee title to 6.82 acres while 3.18 acres remain under a Lease in Furtherance of Conveyance from the DON. The County Exchange Parcel has not been declared suitable for conveyance by the DON under a Finding of Suitability for Transfer (FOST). As a result, the County Exchange Parcel remains under DON ownership and has not been conveyed, therefore the conditions precedent to the exchange have not been fulfilled.

The DON will not make such conveyance until certain issues related to remediation of hazardous substances on the County Exchange Parcel, the 3.18-acre portion of the SOCCCD Exchange Parcel, and other neighboring parcels are resolved. Upon the satisfactory resolution of such issues, the DON will issue a FOST, which will, among other things, permit the DON to convey the 10-acre County Exchange Parcel and the 3.18-acre portion of the SOCCCD Exchange Parcel. It appears that the issuance of this FOST may take several more years. In the meantime, the County's existing animal care facilities are impacted and the County desires to develop the SOCCCD Exchange Parcel with an ACC, as soon as practicable.

Therefore, the County and SOCCCD desire to amend and restate the Exchange Agreement (Attachment B) to allow the County and SOCCCD to consummate two separate transactions. The first transaction is the lease of the SOCCCD Exchange Parcel to the County. This transaction will allow SOCCCD to lease to the County the 6.82-acre portion of the SOCCCD Exchange Parcel they own in fee and sub-sublease the 3.18-

acre portion they sub-lease from the City (who has a lease from the DON). The second transaction is the actual land exchange (as contemplated by the Exchange Agreement) and it will be consummated once the properties are released for transfer by the DON. As previously mentioned, the land exchange cannot be consummated until the DON issues the FOST, which may not occur for at least 2 years. Therefore, the Ground Lease of the SOCCCD Exchange Parcel from SOCCCD to the County will allow the County to gain site control of the SOCCCD Exchange Parcel, commence construction of the ACC during the summer of 2016, and open the ACC in late 2017, all prior to consummation of the land exchange.

Under the terms and conditions of the Amended and Restated Agreement for the Exchange of Real Property between the County and SOCCCD, the County has the following obligations:

Design and Construction of Bell Avenue

•The County is obligated to reimburse SOCCCD an amount not to exceed $675,000 for the design and construction of Bell Avenue and the Common Access Point.

•The City will extend Bell Avene from Red Hill Avenue to Armstrong Avenue.

•The extension will cause Bell Avenue to abut the SOCCCD Exchange Parcel on its south side, and parcels of land held by SOCCCD on both its north and south sides.

•The County's reimbursement obligation is equal to half of SOCCCD's half portion of the Shared Costs that SOCCCD is obligated to bear under the Bell Agreement.

•Under the Bell Avenue Agreement, the City will construct Bell Avenue and SOCCCD and City will each bear half of its cost to design and construct Bell Avenue.

Demolition Costs

•The County is obligated to reimburse SOCCCD for half of the actual costs incurred by SOCCCD to demolish all above-ground, at-ground, and below-ground structures on the County Exchange Parcel in an amount not to exceed $500,000.

•SOCCCD has already incurred expenses for demolition structures on the SOCCCD Exchange Parcel as well as expenses for demolition of structures in the Bell Avenue right-of-way in excess of $1,000,000. As such, the County will receive the SOCCCD Exchange Parcel clear of any structures and ready for construction of the ACC.

Installation of Wet Utilities

If the County elects to utilize wet utilities serving the SOCCCD Exchange Parcel in Bell Avenue, the County will reimburse SOCCCD 100% of the actual additional costs incurred by SOCCCD for the increased capacity of wet utilities subject to a maximum reimbursement amount of $500,000. In the event that some portion of the cost of installing wet utilities in Bell Avenue qualify as a Capital Improvement Project by Irvine Ranch Water Distsrict, then such portion shall not be included in the costs to be reimbursed by the County to SOCCCD.

Construction of Common Driveway

•The County is obligated to construct a Common Driveway starting at the intersection of Bell Avenue and Red Hill Avenue (Common Access Point) that extends westerly approximately 360 feet. The County and SOCCCD shall share the Common Driveway for access to the SOCCCD Exchange Parcel and to SOCCCD's parcel that is contiguous to the SOCCCD Exchange Parcel.

•The County and SOCCCD will each be obligated to bear half of the costs of design and construction of the Common Driveway which is estimated to cost $300,000.

•The County and SOCCCD will enter into a Reciprocal Easement Agreement (REA). The REA shall provide for the use of the Common Driveway for ingress and egress to both the SOCCCD Exchange Parcel and the contiguous SOCCCD parcel, the maintenance thereof and the sharing maintenance costs between

the owners of the two parcels. The County, through the REA, is agreeing to provide maintenance for the Common Driveway, the cost of which shall be borne equally by the parties.

Ground Lease includes the following terms:
Term - The term of the Ground Lease begins when it is executed (Effective Date) and expires on the earlier of:
- Consummation of the land exchange which includes the conveyance by the City of the County Exchange Parcel to SOCCCD by quitclaim deed and the conveyance by SOCCCD of the SOCCCD Exchange Parcel to County by quitclaim deed; or
- April 29, 2032, unless the lease is terminated sooner per its terms.

• Free Rent Period – Commencing on the Effective Date and continuing for five years, rent shall be $1.00 per year, payable by the County to SOCCCD.

• Rent Payments Due – Commencing on the fifth anniversary of the Effective Date, the annual base rent shall be $200,000 per year, increased each year on the anniversary date of the 1st rental payment by 5%.

• Additional Insured – Coverage shall name the SOCCCD, the California Community College Board of Governors; their respective appointed and elected officials and their respective employees as additional insureds.

This Agenda Staff Report (ASR) is one of three ACC ASRs on the Board's agenda for April 12, 2016. In addition to this ASR, OC Public Works will bring forth an ASR requesting the Board award a design-build contract to Snyder Langston L.P. for the design and construction of the ACC. OC Community Resources (OCCR) will bring forth an ASR requesting Board approval and authorization for OCCR to enter into a Participation Agreement and revised Agreement for Provision of OC Animal Care Services with contracting cities to provide funding to construct the new ACC.

Compliance with CEQA: The City of Tustin, as lead agency under CEQA for a minor Specific Plan Amendment project of which the proposed project is a part of, made a finding that Final EIS/EIR previously certified on January 16, 2001, by the City and Addendum (Ordinance No. 1406) approved on September 13, 2011 satisfy the requirements of CEQA for the proposed project. The County of Orange is authorized to rely on the documents certified and approved by the City of Tustin, and the Addendum approved by South Orange County Community College District Board of Trustees for the approval of the Amended and Restated Agreement for the Exchange of Real Property and the Ground Lease between the County of Orange and South Orange County Community College District. A responsible agency is authorized to rely on the FEIS/EIR and Addenda certified and approved by the City of Tustin and by the South Orange County Community College District Board of Trustees pursuant to Section 15381 of the CEQA Guidelines.

FINANCIAL IMPACT:

An adjustment of $5,000,000 to transfer General Fund Reserves into the newly established Fund 16D will be requested as a 3rd Quarter Budget Adjustment, $25,000,000 in appropriations will be included as part of the Recommended FY 2016-17 Budget and $5,000,000 will be included in the FY 2017-18 Budget submission. Considering the re-payment from the cities over the next 10 years, OC Community Resources, OC Animal Shelter Fund 16D will borrow $22,000,000 in FY 2016-17 and $2,000,000 in FY 2017-18. FY 2016-17 Recommended Budget will include necessary resolutions for borrowing.

Fiscal Year 2015-16

- Bell Avenue Design and Construction: $519,306 ($155,694 of $675,000 obligation remains)
- Premium for Leasehold Title Policy and Escrow Fees: $25,000

Total: $545,000

Fiscal Year 2016-17

- Bell Avenue Design and Construction: $155,694 (remaining obligation)
- Demolition Costs: $500,000
- Bell Avenue Utilities: $500,000
- Design and Construction of Common Driveway: $0 (County's share of $150,000 is included in OCPW's Design-Build Contract.

Total: $1,155,000

Future Fiscal Years

Under the terms of the Ground Lease, if the DON does not transfer the property by 2021, the County will be obligated to pay SOCCCD rent. The annual base rent shall be $200,000 per year, increased each year on the anniversary date of the first rental payment by 5%. It is anticpated that the DON will transfer the property in late 2018.

The County through the Reciprocal Easement Agreement is agreeing to provide maintenance for the Common Driveway, the cost of which shall be borne equally by the County and SOCCCD.

After consummation of the land exchange, the County will be obligated to pay for the premium for the Title Insurance Policy and half of escrow fees.

Funding Summary for the OC Animal Care Project

1. CEO Real Estate ASR

Amended Exchange Agreement and Lease for OC Animal Care Center

SOCCCD Agreement – Bell Avenue:	$675,000
SOCCCD Agreement – Demolition:	$500,000
SOCCCD Agreement – Bell Ave. Utilities:	$500,000**
SOCCCD Agreement - Common Driveway:	$0***
Title/Escrow:	$25,000
CEO Real Estate Subtotal	$1,700,000

2. OC Public Works ASR

Award Orange County Animal Care Facility Design-Build Contract:

D-BE Base Scope of Services	$24,993,888*
OC Animal Care Program Elements	$2,016,112*
Three Additional Kennel Buildings (as necessary)	$4,200,000*
Site Access & Security Requirements	$500,000
SOCCCD Common Driveway ***	$300,000*
Furniture, Fixtures & Equipment	$815,000*
Total Design-Build Contract	$32,825,000*
SOCCCD's share of Common Driveway ***	($150,000)
County Administration / Permit Fees	$500,000
RFP Submittal Stipends	$100,000
OC Public Works Subtotal	$33,275,000
Total Project Cost	$34,975,000

3. OC Community Resources ASR
New Animal Shelter Agreement and Revised Agreement for Animal Care Services:

County's Share of Total Project Cost	$5,000,000
Cities Share of Total Project Cost	$30,000,000
Total Estimated Project Funding	$35,000,000

* Items included in the D-BE contract not to exceed contract of $32,825,000

** Bell Ave. Utilities - Based on our initial study the current size/capacity of the planned wet utilities are more than adequate for our project and there should be no additional costs.

*** Common Driveway – The D-BE contract includes $300,000 for the estimated cost to design and construction the Common Driveway. The County and SOCCCD will equally share the cost for the Common Driveway. SOCCCD will reimburse the County $150,000, 50% of the cost of the Common Driveway. The County's $150,000 share for the Common Driveway is included in OCPW's D-BE contract.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Map of SOCCCD and County Exchange Parcel
Attachment B - Amended and Restated Exchange Agreement between the County of Orange and South Orange County Community College District

Attachment A
Map of SOCCCD and County Exchange Parcel

COUNTY OF ORANGE CALIFORNIA	OC PUBLIC WORKS OC SURVEY RIGHT - OF - WAY	ROWE ID 2011-063 SCALE : N.T.S.	LOCATION MAP
	PROJECT : County - SOCCCD Parcel Exchange at Former MCAS Tustin (CP39B)		

AMENDED AND RESTATED AGREEMENT

FOR

THE EXCHANGE

OF

REAL PROPERTY

BETWEEN

THE COUNTY OF ORANGE

AND

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATED: _____, 2016

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A	Legal Description of County Exchange Parcel	Recital F
B	City-County Agreement	Recital M
C	Map of the ATEP Site	Recital P
D-1	SOCCCD Exchange Parcel—Fee Portion Legal Description	Recital S
D-2	SOCCCD Exchange Parcel—Sublease Portion Legal Description	Recital S
E	County Exchange Parcel Commitment	Recital U
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G	Bell Avenue Realignment Parcel	Recital X
H	CEQA Document	Recital CC
I	Ground Lease	Section 2.2
J	Withdrawal Letter	Section 2.3
K	Conceptual Site Plan (Common Driveway)	Section 2.5.2.
L	REA	Section 2.5.2.4
M	Navy-City Amendment	Section 2.9
N	Effectiveness Notice	Section 2.9
O	General Escrow Instructions	Section 2.10
P	Design and Construction of Common Driveway	Section 2.5.2
Q	SOCCCD-County Quitclaim Deed	Section 3.3.3.2
R	Notice of SOCCCD Property	Section 2.11.1.2
S	Navy-City Quitclaim Deed	Section 3.7.1.2
T	Navy-City Bill of Sale	Section 3.7.1.2
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V	City-SOCCCD Bill of Sale	Section 3.7.1.3
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AMENDED AND RESTATED

AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY

THIS AMENDED AND RESTATED AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY (this "**Agreement**"), dated for identification purposes this _____ day of _____, 2016, is entered into by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**"), and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("**SOCCCD**") and amends and restates in its entirety that certain Agreement for the Exchange of Real Property dated February 7, 2012, (the "**Original Agreement**") as amended by that certain Amendment No. 1 dated April 28, 2012, that certain Amendment No. 2 dated June 26, 2012, that certain Amendment No. 3 dated May 16, 2012 and that certain Amendment No. 4 dated February 24, 2013. County and SOCCCD are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

The Parties enter into this Agreement on the basis of the following facts, understandings and intentions:

A. On March 30, 1994, the County applied to the United States Department of Education (the "**DoEd**") to acquire a portion of former Marine Corps Air Station, Tustin ("**MCAS Tustin**") by means of a public benefit conveyance for educational purposes (the "**PBC Application**").

B. On July 25, 1994, the DoEd conditionally approved the County's PBC Application with a 100% discount for educational purposes.

C. Following the Federal screening process for MCAS Tustin, Congress enacted the Base Closure and Community Redevelopment Act of 1994 ("**Redevelopment Act**"), as amended, which modified the Defense Base Closure and Realignment Act of 1990, as amended, to, among other things, set forth a process for local redevelopment authorities to screen notices of interest from eligible entities interested in using surplus base closure and realignment property. The City of Tustin (the "**City**"), recognized as the local redevelopment authority for MCAS Tustin, elected to proceed in accordance with the Redevelopment Act, as authorized by the Department of Defense, and initiated a new property screening process (the "**LRA Screening Process**").

D. In accordance with the LRA Screening Process, on October 31, 1995, SOCCCD submitted a "Notice of Interest in Buildings and Property" to the City, acting as the Local Redevelopment Authority for the MCAS Tustin.

E. Also on October 31, 1995, the County submitted a "Notice of Interest in Buildings and Property to the City acting as the Local Redevelopment Authority for MCAS Tustin for an Orange County Regional Law Enforcement Training Center" (the "**LETC**"), seeking the same buildings and land at MCAS Tustin sought by the County pursuant to the PBC Application.

F. In or about October 1996, the City submitted the MCAS Tustin Reuse Plan (the "**Reuse Plan**") to the United States of America, acting by and through the Department of the Navy (the "**Navy**"). The City subsequently amended the Reuse Plan in or about September 1998. The Reuse Plan included the LETC, recommending that the site be conveyed to the City as an economic development conveyance or by utilizing a number of preferred alternative public benefit conveyance transfer mechanisms, including those sponsored by the DoEd or the Department of Justice. The Reuse Plan provided that the LETC was to be located in part on an approximately 10 acre parcel of land more particularly described on Exhibit A attached hereto (the "**County Exchange Parcel**"). The United States of America acting by and through the Navy currently holds title to the County Exchange Parcel.

G. On January 16, 2001, the Tustin City Council adopted Resolution 00-90 that certified the Joint Final EIS/EIR for the Disposal and Reuse of MCAS Tustin (the "**Final EIS/EIR**"), and adopted Resolution 00-91 that adopted General Plan Amendment 00-001 establishing an MCAS Tustin Specific Plan general plan land use designation for the Tustin portion of the former MCAS Tustin.

H. On March 2, 2001, the Navy published a Record of Decision approving the Reuse Plan as amended (including the LETC) and approving the Final EIS/EIR.

I. In May 2002, the Navy approved that certain Agreement between the United States of America and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin (the "**Navy Conveyance Agreement**"), which sets forth the terms and conditions for the conveyance of a portion of MCAS Tustin by the Navy to the City (the "**City Property**"). On May 13, 2002, in accordance with the Navy Conveyance Agreement, a portion of MCAS Tustin was conveyed by deed to the City (the "**City Fee Property**"). In addition, a portion of the City Property was leased by the Navy to the City (the "**City Leased Property**") pursuant to that certain Lease in Furtherance of Conveyance between the United States of America and the City of Tustin, California for Portions of the Former Marine Corps Air Station Tustin dated May 13, 2002 (the "**LIFOC**").

J. The City adopted a final Specific Plan/Reuse Plan covering MCAS Tustin by Ordinance 1257 adopted February 3, 2003 (the **"Original Specific Plan"**). The Specific Plan was subsequently amended by a series of Ordinances, including by the "2011 SP Amendment" (as defined in Recital Y below). The Original Specific Plan, as subsequently amended (including the 2011 SP Amendment) shall be referred to herein as the **"Specific Plan."**

K. On or about April 22, 2004, City and SOCCCD entered into that certain Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus (the "**City Conveyance Agreement**"), pursuant to which the City agreed to convey a portion of the City Property comprising approximately 68.37 acres to SOCCCD on the terms and conditions set forth therein. Pursuant to the City Conveyance Agreement, (1) the City conveyed to SOCCCD fee title to approximately 37.66 acres of the City Fee Property (the "**SOCCCD Fee Property**"), pursuant to that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 (the "**2004 Quitclaim Deed**") recorded on April 29, 2004 as Instrument No. 2004000369376 in the Official Records of Orange

County, California (the "**Official Records**") and (2) City subleased to SOCCCD approximately 30.71 acres of the City Leased Property (the "**Sublease Area**"), pursuant to that certain Sublease between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin dated April 29, 2004 (the "**Sublease**"), a Short Form Notice of which was recorded in the Official Records on April 7, 2004 as Instrument No. 2004000373082.

L. In 2006, the Navy Conveyance Agreement was amended twice, first by a document entitled "Modification One (1) to Agreement between the United States of America Acting by and through the Secretary of the Navy and the City of Tustin California for Conveyance of a Portion of the Marine Corps Air Station, Tustin" dated April 10, 2006, and second by a document entitled "Modification Two (2) to Agreement between the United States of America Acting by and through the Secretary of the Navy and the City of Tustin California for Conveyance of a Portion of the Marine Corps Air Station, Tustin" dated July 31, 2006. The term **"Navy Conveyance Agreement"** as used herein means the original Navy Conveyance Agreement as amended by the two Modifications described above.

M. After the execution and delivery of the Original Agreement, County and City entered into the agreement contemplated by Section 3.3.2 of the Original Agreement and called the **"City-County Agreement."** The City-County Agreement is dated September 11, 2012, and is called "Agreement between the City of Tustin and County of Orange Related to a Portion of MCAS Tustin and The Orange County Regional Law Enforcement Training Center/Animal Care Center." A copy of the City-County Agreement as executed is attached hereto as Exhibit B.

N. Section 2.4.E.3 of the Specific Plan states, among other things, as follows: "Tustin [City] will convey Parcel 2 [County Exchange Parcel] to SOCCCD, provided that … [the condition in this ellipsis has been met]…and, provided further, that the County of Orange Sheriff withdraws its request for Parcel 2."

O. On May 22, 2013, City and SOCCCD entered into that certain Agreement for the Exchange of Real Property, providing for the exchange of parcels of land within MCAS Tustin between the City and SOCCCD (the "**City-SOCCCD Land Exchange**"). On or about August 9, 2013, the City-SOCCCD Land Exchange was consummated. Subsequently, SOCCCD dedicated a portion of such real property to City for Bell Avenue, described below, and conveyed an additional portion to City in exchange for consideration. The remaining Property, consisting of approximately 62 acres, either owned in fee by SOCCCD or subleased from the City is hereinafter called the "**ATEP Site**."

P. A map depicting the ATEP Site and the County Exchange Parcel is attached hereto as Exhibit C. For the purposes of this Agreement, (1) the Navy Conveyance Agreement, the LIFOC and all other documents executed or to be executed by the Navy or the Navy and the City pursuant thereto affecting the ATEP Site shall be collectively referred to herein as the "**Navy Conveyance Documents**" and (2) the City Conveyance Agreement (subsequently restated in its entirety in the Development Agreement described below), the 2004 Quitclaim Deed, the Sublease and all other documents executed or to be executed by the City or by the City and SOCCCD pursuant thereto affecting the ATEP Site shall be collectively referred to herein as the "**City Conveyance Documents.**"

Q. Pursuant to the Navy Conveyance Documents, all portions of MCAS Tustin intended to be conveyed to SOCCCD must first be conveyed to the City. The City will then convey portions of such land to SOCCCD pursuant to the City Conveyance Documents and the Specific Plan.

R. When the Original Agreement was entered into, the County had expressed a desire to develop an animal care center (the "**Center**") on the County Exchange Parcel in addition to the LETC; however, the County Exchange Parcel had not then, and still has not, been declared by the Navy suitable for conveyance under a Finding of Suitability for Transfer (**"FOST"**). As a result, the County Exchange Parcel could not and cannot currently be conveyed by the Navy. SOCCCD, in the Original Agreement, had expressed a desire to acquire the County Exchange Parcel inasmuch as such acquisition would provide SOCCCD with a more rational and usable configuration of property for its proposed development of the "Advanced Technology Education Campus" as defined in the City Conveyance Agreement (the "**ATEP Campus**"). SOCCCD was willing to convey a portion of the property it had received and would receive under the City Conveyance Agreement to the County in exchange for the County Exchange Parcel.

S. SOCCCD and County have identified a portion of the ATEP Site as depicted on the map attached hereto as Exhibit C (the "**SOCCCD Exchange Parcel**"), which SOCCCD desires to convey to County, and County desires to accept, in exchange for the County Exchange Parcel. A metes and bounds legal description of that portion of the SOCCCD Exchange Parcel that SOCCCD currently owns in fee is attached hereto as Exhibit D-1 (the "**SOCCCD Exchange Parcel – Fee Portion**") and a metes and bounds legal description of that portion of the SOCCCD Exchange Parcel that SOCCCD currently subleases is attached hereto as Exhibit D-2 (the "**SOCCCD Exchange Parcel—Sublease Portion**").

T. The Original Agreement, as amended by Amendments No. 1 through 4 provided for the exchange of parcels of real property (the "**County-SOCCCD Land Exchange**"), which this Agreement amends and confirms. The Parties completed the due diligence of their respective Exchange Parcels pursuant to the Original Agreement as amended by Amendment No. 1 and each Party has approved the condition of the Exchange Parcel that it is to receive under the County-SOCCCD Land Exchange.

U. A copy of that certain Title Commitment for the County Exchange Parcel identified as Order No. NCS 509882-SA 1 and dated February 11, 2016 (the "**County Exchange Parcel Commitment**"), is attached hereto as Exhibit E.

V. A copy of that certain Title Commitment for the SOCCCD Exchange Parcel, No. NCS 509202-SA1, dated February 3, 2016 (the "**SOCCCD Exchange Parcel Commitment**"), which was issued after the establishment of the Bell Avenue right-of-way, is attached hereto as Exhibit F.

W. As part of the City-SOCCCD Land Exchange, City and SOCCCD entered into a Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus dated May 22,

2013, which was recorded on May 23, 2013 in the Official Records as Instrument No. 2013000312295, as amended by Amendment No. 1 thereto dated July 8, 2014, recorded in the Official Records as Instrument No. 2014000272537 and rerecorded on August 7, 2014 as Instrument No. 2014000318112 (as so amended, the "**Development Agreement**"). The Development Agreement includes provisions that (a) effective upon the release to DoEd pursuant hereto of its withdrawal of its PBC Application pursuant to the Withdrawal Letter (as defined in Section 2.3 below), the City grants its consent to the transfer of the SOCCCD Exchange Parcel by SOCCCD to the County, (b) amended the definition of the "SOCCCD Property" in the City Conveyance Agreement to delete the SOCCCD Exchange Parcel and to add the County Exchange Parcel and (c) released SOCCCD from any liability under the City Conveyance Documents as to the SOCCCD Exchange Parcel incurred from and after the conveyance of the SOCCCD Exchange Parcel to the County.

X. At the time that the Original Agreement was entered into, the exact location of Bell Avenue right-of-way had not been established. The Bell Avenue right-of-way borders the SOCCCD Exchange Parcel and the County Exchange Parcel. As a result of the establishment of the exact location of the Bell Avenue right-of-way, the legal description of the SOCCCD Exchange Parcel was revised so that it would abut the Bell Avenue right-of-way without any encroachment or intervening land. The legal description of the County Exchange Parcel remained the same; provided however, that a 0.17 acre parcel of land (which is part of the Sublease Area) located between the Bell Avenue right-of-way and the County Exchange Parcel (the "**Bell Avenue Realignment Parcel**") would ultimately be conveyed by City to SOCCCD pursuant to the Development Agreement. The legal description of the Bell Avenue Realignment Parcel is attached hereto as Exhibit G.

Y. On or about October 18, 2011, the City adopted the amendment to the Specific Plan (the "**2011 SP Amendment**") contemplated by the Original Agreement and the Development Agreement. The 2011 SP Amendment, by its terms, does not become effective until the consummation of the exchange contemplated by the Original Agreement, as amended.

Z. The County-SOCCCD Land Exchange cannot be completed until the Navy conveys fee title to City of the County Exchange Parcel and the SOCCCD Exchange Parcel—Sublease Portion. Those conveyances, in turn, cannot be completed until the Navy issues a FOST covering the parcels in question as well as certain nearby parcels of land. The FOST will be issued by the Navy only when certain issues related to remediation of hazardous substances on those parcels are resolved. It now appears that the issuance of FOST may not take place for at least two (2) additional years.

AA. In the meantime, County's existing animal care facilities are severely impacted and County desires to develop the SOCCCD Exchange Parcel with the Center as soon as practicable. Consequently, the County desires to lease from SOCCCD, and SOCCCD is willing to lease to County, the SOCCCD Exchange Parcel pending the consummation of the County-SOCCCD Land Exchange under all the terms and conditions set forth herein.

BB. SOCCCD and City entered into that certain "Infrastructure Construction and Payment Agreement (Bell Avenue)" dated May 22, 2013 (**"Bell Agreement"**) which provides for the extension of a public street known as Bell Avenue from Red Hill Avenue to Armstrong

Avenue. The portion of the Bell Avenue between Red Hill Avenue and Armstrong Avenue is hereinafter called **"Bell Avenue."** The SOCCCD Exchange Parcel abuts Bell Avenue on its south side, and parcels of land held by SOCCCD abut Bell Avenue on both its north and south sides. Under the Bell Agreement, the City will construct Bell Avenue and SOCCCD and City will each bear one-half of the costs of design and construction of Bell Avenue, which are defined in the Bell Agreement as the "Shared Costs." In addition, the City will construct certain improvements, including curb cuts, specified by SOCCCD, which are called "SOCCCD Required Improvements" in the Bell Agreement. SOCCCD has agreed to reimburse the City for one hundred percent (100%) of the costs of the SOCCCD Required Improvements, which costs are called the "SOCCCD Required Costs" in the Bell Agreement. The SOCCCD Required Costs are not included in the Shared Costs.

CC. Prior to the execution and delivery hereof, the governing body of each of the Parties has approved the execution and delivery of this Agreement. In connection with such approval, the governing body of each of the Parties, after independent review and consideration, certified a document with the form of Exhibit H (the "**CEQA Document**") which is intended to render the action of the applicable governing body with respect to the approval hereof in compliance with CEQA.

NOW, THEREFORE, based upon the foregoing facts, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend and restate the Original Agreement, as previously amended, as follows:

ARTICLE 1

INTRODUCTION

1.1 Notice of Determination. Each of the Parties shall file a Notice of Determination under Section 21152 of the Public Resources Code within five (5) working days after the approval of this Agreement and the certification of the CEQA Document by their respective governing bodies.

1.2 Challenge of Approvals. SOCCCD and County agree that in the event that the approval of this Agreement by their respective governing bodies or the adequacy of the CEQA Document is challenged in court for any reason, SOCCCD and County shall meet and confer in good faith to agree upon a joint defense of this Agreement or the CEQA Document.

1.3 Transactions. This Agreement provides for the consummation of two separate transactions. The first transaction is called the **"Ground Lease Transaction"** and will be consummated in Escrow I defined below. The Ground Lease Transaction is intended to be consummated immediately upon the satisfaction of all of the conditions to the Close of Escrow I. The second transaction is called the **"Land Exchange"** and will be consummated in Escrow II defined below. The Land Exchange cannot be consummated until the Navy issues the FOST, which may not occur for at least two (2) years from the date of this Agreement.

ARTICLE 2

GROUND LEASE TRANSACTION

2.1 **Agreement**. Upon the satisfaction or waiver of all of the conditions precedent to the Close of Escrow I as set forth in Section 2.11 below, the Parties shall consummate the Ground Lease Transaction, including the following: (a) SOCCCD shall ground lease to County, and County shall ground lease from SOCCCD, the SOCCCD Exchange Parcel, as more fully provided in Section 2.2 below, (b) County shall cause the Withdrawal Letter (as defined below) to be submitted by Escrow Holder to the DoEd, (c) County shall make the Reimbursement Payment (as defined below) to SOCCCD through Escrow I (as defined below), (d) the REA described below shall be recorded and (e) the covenants between the Parties set forth in Section 2.4 below (the **"Escrow I Covenants"**) shall become effective.

2.2 **Ground Lease**. The ground lease of the SOCCCD Exchange Parcel shall be substantially in the form of the ground lease attached hereto as Exhibit I (the **"Ground Lease"**) The Ground Lease, by its terms, shall become effective upon the Close of Escrow I.

2.3 **Withdrawal of PBC Application**. The County has previously executed and deposited with Escrow Holder a letter in the form of Exhibit J attached hereto (the "**Withdrawal Letter**") withdrawing the PBC Application for the County Exchange Parcel. The County hereby instructs Escrow Holder to deliver the Withdrawal Letter to the DoEd in accordance with the Escrow Instructions set forth in Section 2.12.4.2 below

2.4 **Escrow I Covenants**. The following covenants between the Parties shall become effective upon the Close of Escrow I:

2.4.1 Bell Avenue Construction Costs.

2.4.1.1 Reimbursement Obligation. County shall be obligated to reimburse SOCCCD for one-half (1/2) of the actual amount of Shared Costs that SOCCCD is obligated to bear under the Bell Agreement. The amount of County's obligation to reimburse SOCCCD for one-half of the Shared Costs and for one-half of the costs of construction of the Common Access Point as provided in Section 2.5 below shall not exceed Six Hundred Seventy-Five Thousand and No/100 Dollars ($675,000.00). County has reviewed and approved the same backup information as was provided to the City concerning the costs of demolition of structures in the right-of-way for Bell Avenue (**"Standing ROW Demo Costs"**), which costs are included in the Shared Costs. SOCCCD has previously expended funds to cover the Standing ROW Demo Costs, which are included in the Shared Costs, in the amount of Two Million Seventy-Seven Thousand Two Hundred Twenty-Four and No/100 Dollars ($2,077,224.00) for which SOCCCD is entitled to a credit of One Million Thirty-Eight Thousand Six Hundred Twelve and No/100 Dollars ($1,038,612.00) against its obligation to reimburse City for one-half of the Shared Costs, all as evidenced by that certain Memorandum of Standing ROW Demolition Costs and SOCCCD Credit dated December 11, 2015, between SOCCCD and City.

2.4.1.2 Reimbursement Payment. Inasmuch as SOCCCD has already incurred expenses for the Standing ROW Demo Costs, County shall deposit in Escrow I a plain

check (the **"Reimbursement Check"**) payable to SOCCCD in the amount of Five Hundred Nineteen Thousand Three Hundred Six and No/100 Dollars ($519,306.00) (the **"Reimbursement Payment"**) representing reimbursement for County's one-half share of Shared Costs already incurred by SOCCCD for the Standing ROW Demo Costs for delivery by Escrow Holder to SOCCCD upon Close of Escrow I. After the Close of Escrow I, there will remain One Hundred Fifty-Five Thousand Six Hundred Ninety-Four and No/100 Dollars ($155,694.00) to be paid by County to SOCCCD for Shared Costs to be incurred by City in the design and construction of Bell Avenue until County shall have paid the maximum described above (the **"Remaining Construction Reimbursement Obligation"**).

2.4.2 **Bell Avenue Utilities**. The County is currently studying whether to install (at its expense) the wet and dry utilities serving the SOCCCD Exchange Parcel in Armstrong Avenue or in Bell Avenue. SOCCCD does not intend to install any dry utilities in Bell Avenue. SOCCCD has given City specifications for storm drain capacity and the Irvine Ranch Water District (**"IRWD"**) specifications for potable water, reclaimed water and sanitary sewer. If County elects to utilize any of such wet utilities serving the SOCCCD Exchange Parcel in Bell Avenue, then County shall indicate to City or IRWD, as applicable, specifications to increase the capacity of such utilities to the extent necessary to accommodate the needs of the SOCCCD Exchange Parcel. In such event, the County will reimburse SOCCCD one hundred percent (100%) of the actual additional costs incurred by SOCCCD for the increased capacity of wet utilities subject to a maximum reimbursement amount of Five Hundred Thousand and no/100 Dollars ($500,000.00). In the event that some portion of the cost of installing wet utilities within Bell Avenue serving both the ATEP Site and the SOCCCD Exchange Parcel qualify as a Capital Improvement Project by IRWD, then such portion shall not be included in the costs to be reimbursed by County to SOCCCD. In the event that SOCCCD obtains a refund from IRWD for any costs of installation of wet utilities after SOCCCD has received a reimbursement payment from County for such utilities, then SOCCCD will remit one-half (1/2) of such refund to County.

2.4.3 **Demolition on County Exchange Parcel**. The County shall be obligated to reimburse SOCCCD for one-half (1/2) of the actual costs incurred by SOCCCD to demolish all above-ground, at-ground and below-ground structures on the County Exchange Parcel, in an amount not to exceed Five Hundred Thousand and No/100 Dollars ($500,000.00).

2.5 **Access to Bell Avenue**.

2.5.1 **Common Access Point**. The Parties agree that "Intersection 2" on Bell Avenue (the intersection closest to Red Hill Avenue as shown on the map attached hereto as Exhibit C) shall be shared by the Parties for access to the SOCCCD Exchange Parcel and to SOCCCD's approximately ten-acre parcel of land (**"Contiguous Parcel"**) that is contiguous to the SOCCCD Exchange Parcel. The County's use of "Intersection 2" shall be limited to public access to the Center. The center of the access point at Intersection 2 (**"Common Access Point"**) for access to the SOCCCD Exchange Parcel and the Contiguous Parcel shall be the property line (**"Property Line"**) between them. SOCCCD shall cause the Common Access Point to be included in the SOCCCD Required Improvements under the Bell Agreement so that the City shall be obligated to construct the Common Access Point. In addition, the inclusion of the Common Access Point in the SOCCCD Required Improvements will result in the costs of constructing the Common Access Point to be included in the SOCCCD Required Costs, of which

SOCCCD bears one hundred percent (100%). County shall reimburse SOCCCD for one-half of such costs, subject to the maximum described in Section 2.4.1.1 above, pursuant to the Payment Process described in Section 2.6 below.

2.5.2 Common Driveway. The Parties agree that County will construct or cause to be constructed a driveway (**"Common Driveway"**) in accordance with all of the terms and conditions described in Exhibit P attached hereto and incorporated herein by this reference. The Common Driveway shall start at the Common Access Point and continue westerly approximately three hundred sixty feet (360'). The centerline of the Common Driveway shall be the Property Line and its width shall be approximately thirty-nine feet (39'). Attached hereto as Exhibit K is a Conceptual Site Plan for the Center showing the approximate location of the Common Access Point and the Common Driveway. SOCCCD and County will each be obligated to bear one-half (1/2) of the costs of design and construction of the Common Driveway. The Parties agree to cooperate to agree upon the design of the Common Access Point and the Common Driveway as soon as practicable on the Common Driveway Final Plans in accordance with Exhibit P so as not to delay the City's schedule for the construction of Bell Avenue.

2.5.2.1 Reimbursement for Costs of Constructing the Common Driveway. SOCCCD shall reimburse County for fifty percent (50%) of the costs incurred by County in the design and construction of the Common Driveway, to the extent that such costs are incurred in accordance with the Operating Budget approved or deemed approved by SOCCCD pursuant to Exhibit P. At such time as County shall have filed a Notice of Completion of the Common Driveway, County shall deliver a payment request (the **"Common Driveway Payment Request"**) to SOCCCD. The Common Driveway Payment Request shall set forth an itemized account of all costs incurred in connection with the design and construction of the Common Driveway, as identified in the accepted County bid documents and approved draw requests. County shall provide to SOCCCD, together with the Common Driveway Payment Request, such written evidence as SOCCCD shall reasonably require (including but not limited to interim and final waivers of lien and sworn statements) that all persons, firms, and corporations supplying work, labor, materials, supplies and equipment for the design and construction of Common Driveway have been paid, and that no claims on behalf of any such person, firm or corporation remain. SOCCCD shall remit to County within thirty (30) days after receipt of the Common Driveway Payment Request an amount equal to fifty percent (50%) of the costs shown therein. Upon payment by SOCCCD of the amount shown in the Payment Request, SOCCCD shall have no further obligation to reimburse County for any costs related to the Common Driveway, subject to SOCCCD's audit right set forth in Section 2.6.2 below.

2.5.2.2 County Indemnity. County shall protect, indemnify, defend and hold harmless SOCCCD, and its agents, contractors, employees, principals, and officers, with counsel reasonably acceptable to SOCCCD, from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs and expenses (all of the foregoing, collectively **"Liabilities"**), resulting from County's construction of the Common Driveway, except as to those Liabilities attributable to the gross negligence or willful misconduct of SOCCCD, or its agents, contractors, employees, principals,

and officers. County's indemnification obligations set forth herein shall survive the termination of this Agreement for any reason.

2.5.2.3 SOCCCD Indemnity. If SOCCCD elects to cure any County default by constructing the Common Driveway pursuant to Exhibit P, then SOCCCD shall protect, indemnify, defend and hold harmless County, and its agents, contractors, employees, principals, and officers with counsel reasonably acceptable to County, from and against any and all Liabilities resulting from SOCCCD's activities under this Agreement, except as to those Liabilities attributable to the gross negligence or willful misconduct of County, or its agents, contractors, employees, principals, and officers. SOCCCD's indemnification obligations set forth herein shall survive the termination of this Agreement for any reason.

2.5.2.4 Reciprocal Easement Agreement. The Parties shall enter into a Reciprocal Easement Agreement (**"REA"**) concerning the Common Driveway substantially in the form of Exhibit L, which shall be recorded against the SOCCCD Exchange Parcel and Contiguous Parcel by the Escrow Holder upon the Close of Escrow I.

2.5.2.5 Other County Access Points to Bell Avenue. County shall be solely responsible for all costs of the design and construction of all access lanes, curb cuts and other improvements required to provide access to Bell Avenue from the SOCCCD Exchange Parcel other than the Common Access Point and the Common Driveway.

2.5.3 Trips. SOCCCD has previously obtained from the City a determination of the average daily trips (**"ADTs"**) assigned to the ATEP Site. County shall be responsible for obtaining a determination from the City of the number of ADT's that will be assigned to the SOCCCD Exchange Parcel and County shall make its own determination whether that number is adequate for the use and operation of the Center. To the extent required by the City, the County will cause the level of service to be analyzed by a traffic engineer and approved by the City prior to the issuance of any development permits or approvals by the City, which traffic analysis will assume that SOCCCD and all other property owners in Neighborhood A (as designated in the Specific Plan) use all of the ADTs that are assigned to such properties pursuant to the Specific Plan as in effect as of the date that this Agreement is executed. The number of ADTs required by the County for its use and operation of the Center on the SOCCCD Exchange Parcel shall not exceed the number of ADTs allocated to the SOCCCD Exchange Parcel or, prior to the issuance of any development permits, be found to substantially change the trip distribution or peak hour trips assumptions in the Specific Plan.

2.6 Payment Process.

2.6.1 Payment Request. In the event the either Party seeks reimbursement from the other Party for costs incurred by such Party as provided herein, then after the payment by requesting Party of such costs, the requesting Party shall submit a payment request ("**Payment Request**") to the other Party. The Payment Request shall set forth an itemized account of all the costs for which reimbursement is sought. The Requesting Party shall provide to the other Party, together with the Payment Request, such written evidence as the other Party shall reasonably require (including but not limited to interim and final waivers of lien and sworn statements) that all persons, firms, and corporations supplying work, labor, materials, supplies

and equipment providing for the items for which reimbursement is owed. The responding Party shall remit to the requesting Party within thirty (30) days after receipt of the Payment Request an amount equal to the costs of the items to be reimbursed, subject to any maximums provided herein.

2.6.2 **Audit**. The Party from whom reimbursement is sought (**"Reimbursing Party"**) shall have the right within thirty (30) days after receipt of the Payment Request to require an audit of the books and records of the Party requesting reimbursement (**"Requesting Party"**) which pertain to the costs shown in the Payment Request. Such audit shall be conducted by a public accounting firm mutually agreed by the Parties. Such audit shall be conducted at the Requesting Party's office during normal business hours and after ten (10) days' prior written notice and shall be completed within sixty (60) days of receipt of the Payment Request. The Reimbursing Party shall pay to the Requesting Party the costs shown in the Payment Request as calculated by the auditor within thirty (30) days after the auditor submits the results of the audit. If the auditor determines that the costs shown in the Payment Request were overstated by ten percent (10%) or more, then the Requesting Party shall pay the reasonable expenses of the audit. Otherwise, the Reimbursing Party shall pay such expenses.

2.7 **City-County Agreement.** County acknowledges that the SOCCCD Exchange Parcel shall be made subject to the City-County Agreement by the recordation of a notice in the form of that certain Short Form Notice of Agreement (**"Notice of City-County Agreement"**) included in the City-County Agreement and attached hereto as Exhibit B, as required by Section 12.0 of the City-County Agreement. The Notice of City-County Agreement shall be recorded through Escrow I, as provided below.

2.8 **Mutual Assistance**. The Parties shall cooperate and assist one another and use commercially reasonable efforts to accomplish the following:

2.8.1 **FOST 9**. Persuading the Navy to issue FOST 9 as soon as practicable.

2.8.2 **County Exchange Parcel**. Persuading the Navy to add the County Exchange Parcel to the LIFOC and persuading the City to add the County Exchange Parcel to that certain Sublease between SOCCCD and City dated April 29, 2004.

2.9 **Navy-City Amendment**. Prior to the date hereof, the City and the Navy entered into that certain agreement entitled "Modification Three (3) to the Agreement between the United States of America and the City of Tustin California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin" (the "**Navy-City Amendment**"), a copy of the form of which is attached hereto as Exhibit M. The Navy-City Amendment adds the County Exchange Parcel to the definition of "Property" as used in the Navy Conveyance Agreement. The Navy-City Amendment, by its terms, will become effective only upon written notice (the "**Effectiveness Notice**") to the "Government" (as defined in the Navy-City Amendment) by the City that certain events have occurred. A form of the Effectiveness Notice is attached hereto as Exhibit N.

2.10 Escrow I.

2.10.1 Escrow Instructions. The Ground Lease Transaction shall be consummated through the Escrow No. NCS 511439 previously opened at First American Title Insurance Company, 5 First American Way, Santa Ana, California 92707 Attention: Patty Beverly (the "**Escrow Holder**"). The closing of the Ground Lease Transaction by the Escrow Holder is referred to herein as **"Escrow I."** Within three (3) days following the execution of this Agreement the Parties shall cause to be delivered to Escrow Holder a fully executed copy of this Agreement. This Agreement, together with the general escrow provisions attached hereto as Exhibit O, shall constitute Escrow Holder's instructions and shall supersede the escrow instructions in the Original Agreement, as amended, in its entirety. The Parties agree to execute and deliver to Escrow Holder such additional and supplemental instructions as Escrow Holder may require in order to clarify Escrow Holder's duties under this Agreement. However, in the event of any conflict or inconsistency between this Agreement and the General Escrow Provisions, the terms of this Agreement shall govern the duties of Escrow Holder and the rights and obligations of the Parties.

2.10.2 Definition of Close of Escrow I. For purposes of this Agreement, the term "**Close of Escrow I**" shall mean the time when Escrow Holder shall have recorded the instruments set forth in Section 2.12.4.3 below.

2.10.3 Leasehold Title Insurance Policy.

2.10.3.1 Condition of Title. County hereby accepts and approves the SOCCCD Exchange Parcel Title Commitment No. NCS 509202-SA 1, dated February 12, 2016. The exceptions to title shown on the SOCCCD Exchange Parcel Title Commitment ~~other~~ and the effect of the REA shall be "**Leasehold Permitted Exceptions**." The Leasehold Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Close of Escrow I and any other monetary liens or encumbrances on the SOCCCD Exchange Parcel.

2.10.3.2 Title Policy. At the Close of Escrow I and as a condition thereto, the Title Company shall issue to County a policy of title insurance (the "**Leasehold Title Policy**") as to the County's leasehold interest in the SOCCCD Exchange Parcel, containing the terms and provisions set forth in this Section 2.10.3.2. The Leasehold Title Policy shall be an ALTA Standard Coverage Owner's Policy (2006 Policy Form) in form and substance reasonably acceptable to County, subject only to the Exceptions shown in the SOCCCD Exchange Parcel Commitment and such other matters as to which County may consent in writing. The premium for the Leasehold Title Policy shall be paid by County. The Leasehold Title Policy shall be issued without reliance on any indemnity of SOCCCD or any third party to induce Title Company to issue the Ground Lease Title Policy, without the prior written consent of County. If County so elects and the Title Company agrees, the Leasehold Title Policy may include such additional endorsements as County may reasonably request; provided however that all such endorsements shall be issued at County's sole cost and expense. In addition, if County so elects and the Title Company agrees to issue an ALTA Extended Coverage Owner's Policy (2006 Policy Form), the "Leasehold Title Policy" as defined above shall be an ALTA Extended Coverage rather than an ALTA Standard Coverage policy, with all other elements remaining the

same; provided however that such extended ALTA coverage shall be issued at County's sole cost and expense.

2.11 Conditions Precedent to Close of Escrow I.

2.11.1 Mutual Conditions. The following shall constitute conditions precedent to the obligations of SOCCCD and County for Close of Escrow I and may be waived only by a written waiver executed by both SOCCCD and County and delivered to Escrow Holder.

2.11.1.1 2011 SP Amendment. The Community Development Director of the City shall have made a determination that the Close of Escrow I is the functional equivalent of the close of the Land Exchange and shall have taken such action as may be necessary to assure that the 2011 SP Amendment is effective.

2.11.1.2 Development Agreement. The City shall have acknowledged that the Close of Escrow I is the functional equivalent of the close of the Land Exchange, shall have taken such action as may be necessary to assure that the "SOCCCD Property" as defined in the Development Agreement includes the County Exchange Parcel and excludes the SOCCCD Exchange Parcel, and shall have executed in recordable form and delivered into Escrow I the Notice of Change in Definition of "SOCCCD Property" pursuant to Development Agreement (the **"Notice of SOCCCD Property"**) in the form of Exhibit R attached hereto.

2.11.1.3 Notice of City-County Agreement. The City shall have executed in recordable form and deposited in Escrow I with instructions to Escrow Holder to record upon the Close of Escrow I the Notice of City-County Agreement.

2.11.1.4 City Notice of Termination. City shall have executed in recordable form and deposited in escrow one (1) original of a Notice of Termination of Amended and Restated Declaration of Covenants, Conditions and Restrictions and Environmental Restrictions Pursuant to Civil Code 1471 in the form of Exhibit W attached hereto (the **"Notice of Termination"**).

2.11.1.5 City Deposits into Escrow. As a condition precedent to Close of Escrow I and not as an obligation under this Agreement, the City shall have executed and delivered into the Escrow I those documents set forth in Section 2.12.3.3 below.

2.11.1.6 City Consent. The City shall have granted its consent to the sub-sublease by SOCCCD to County of SOCCCD's subleasehold interest in the SOCCCD Exchange Parcel—Sublease Portion and shall have granted any other consents necessary to the consummation of Escrow I.

2.11.2 SOCCCD's Conditions. Each of the following shall constitute a condition precedent to the obligations of SOCCCD to close Escrow I and may be waived only by a written waiver executed by SOCCCD and delivered to County and to Escrow Holder:

2.11.2.1 **Effectiveness Notice**. The City shall have deposited the Effectiveness Notice as described in Section 2.9 above, fully executed, into the Escrow, together with instructions to the Escrow Holder to cause the delivery of the Effectiveness Notice to the Government upon the Close of Escrow I.

2.11.2.2 **County Conveyance Documents**. County shall have (a) executed and deposited into Escrow, executed and in recordable form where applicable, all of the documents and instruments called for by Section 2.12.3.2 below.

2.11.2.3 **Representations and Warranties**. All of County's representations and warranties as set forth herein shall be true as of the Close of Escrow I.

2.11.2.4 **No Default**. County shall not be in default hereunder. If SOCCCD does not give Escrow Holder written notice of County's default, for purposes of this Section 2.11.2.7 only, County shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow I as though County were not in default. SOCCCD's failure to give such notice to Escrow Holder shall not excuse performance by County of any obligation hereunder.

2.11.3 **County's Conditions**. Each of the following shall constitute a condition precedent to the obligations of County to close Escrow I and may be waived only by a written waiver executed by County and delivered to SOCCCD and to Escrow Holder:

2.11.3.1 **SOCCCD Conveyance Documents**. SOCCCD shall have executed, where applicable in recordable form, and deposited into Escrow I all of the documents called for by Section 2.12.3.1 below.

2.11.3.2 **Notice of City-County Agreement**. The City and County shall have executed in recordable form and deposited into Escrow I the Notice of City-County Agreement.

2.11.3.3 **Leasehold Title Policy**. The Title Company shall be irrevocably committed to issue the Leasehold Title Policy upon the Close of Escrow I.

2.11.3.4 **No Material Change**. As of the Close of Escrow I, there shall be no material change in the SOCCCD Exchange Parcel that would materially impair County's use or development of the SOCCCD Exchange Parcel.

2.11.3.5 **Representations and Warranties**. All of SOCCCD's representations and warranties as set forth herein shall be true as of the Close of Escrow I.

2.11.3.6 **No Default**. SOCCCD shall not be in material default hereunder. If County does not give Escrow Holder written notice of SOCCCD's default, for purposes of this Section 2.11.3.6 only, SOCCCD shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow I as though SOCCCD were not in default. County's failure to give such notice to Escrow Holder shall not excuse performance by SOCCCD of any obligation hereunder.

2.12 Close or Cancellation of Escrow

2.12.1 Closing Procedures. Provided that this Agreement is not earlier terminated pursuant to the terms and provisions hereof and provided that all of the conditions precedent to the Close of Escrow I have been satisfied or waived, the Parties agree that Escrow I shall close and Escrow Holder is instructed to close Escrow I on the date (the "**Escrow I Closing Date**") that is ten (10) business days after the satisfaction or waiver of the last condition precedent to the Close of Escrow I to be waived or satisfied.

2.12.1.1 Issuance of Leasehold Title Policy. Escrow Holder by closing Escrow I shall be deemed to have irrevocably committed to cause the Title Company to issue the Leasehold Title Policy.

2.12.1.2 Failure of Close of Escrow I to Occur. In the event that the Close of Escrow I fails to occur by the Escrow I Closing Date or December 31, 2016 ("**Outside Date I**"), as applicable, and neither Party is in default of its obligations hereunder, then either party may cancel Escrow I by written notice to the other party and to Escrow Holder. In the event that, due to a default by either Party, the Close of Escrow I fails to occur by the Escrow I Closing Date or Outside Date I, as applicable, then without waiving any rights or remedies which the non-Defaulting Party may have against the Defaulting Party (as defined in Section 4.3.1 below) under this Agreement, the non-Defaulting Party may cancel Escrow I upon written notice to the Defaulting Party and to Escrow Holder. In the event that Escrow I is canceled as provided above, the parties agree to enter into good faith negotiations to amend and restate this Agreement so as to effectuate, to the extent practicable, the purposes of the Original Agreement.

2.12.2 Escrow I Cancellation.

2.12.2.1 If, for any reason, Escrow I is cancelled pursuant to Section 2.12.1 above, Escrow Holder shall return to the Parties delivering same all instruments which are then held by Escrow Holder in connection with Escrow I.

2.12.2.2 If Escrow I is cancelled pursuant to Section 2.12.1 above and neither Party is in default of its obligations hereunder, this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination), and SOCCCD and County shall each bear one-half (1/2) of the title and escrow fee and cancellation charges, if any. In such event, neither Party shall be obligated to the other to close Escrow I hereunder.

2.12.2.3 If Escrow I is cancelled pursuant to Section 2.12.1 above and SOCCCD is the Defaulting Party, SOCCCD shall pay the Escrow fee and cancellation charges.

2.12.2.4 If Escrow I is cancelled pursuant to Section 2.12.1 above and County is the Defaulting Party, County shall pay the Escrow fee and cancellation charges.

2.12.3 Items to be Delivered into Escrow I.

2.12.3.1 **SOCCCD**. On or before one (1) business day prior to the date set for Close of Escrow I, SOCCCD shall execute and deposit into Escrow I the following:

(a) One (1) original of a memorandum of the Ground Lease substantially in the form attached to the Ground Lease (the **"Ground Lease Memorandum");**

(b) Two (2) counterparts of the Ground Lease;

(c) The REA; and

(d) Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the Leasehold Title Policy.

2.12.3.2 **County**. On or before one (1) business day prior to the date set for Close of Escrow I, County shall execute and deposit into Escrow I the following:

(a) Immediately available funds in the amount of County's share of costs described in Section 2.13 below;

(b) The Reimbursement Check;

(c) The REA;

(d) One (1) original in recordable form of the Notice of City-County Agreement;

(e) One (1) original in recordable form of the Ground Lease Memorandum; and

(f) Two (2) counterparts of the Ground Lease.

2.12.3.3 **City**. As a condition precedent to the Close of Escrow I and not as an obligation under this Agreement, City shall have executed and deposited into Escrow I the following:

(a) One (1) original of the executed Effectiveness Notice, together with instructions to the Escrow Holder to transmit the Effectiveness Notice to the Government upon the Close of Escrow I;

(b) One (1) original in recordable form of the Notice of City-County Agreement;

(c) One (1) original in recordable form of the Notice of SOCCCD Property;

(d) One (1) original in recordable form of the Notice of Termination; and

(e) Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the Leasehold Title Policy or otherwise required to consummate the transactions contemplated by the Close of Escrow I in accordance with the terms of this Agreement.

2.12.4 **Escrow Holder's Instructions**. At such time as all of the conditions precedent to the Close of Escrow I shall have been satisfied or waived, the Escrow Holder shall proceed as follows:

2.12.4.1 **Date**, as of the Close of Escrow I, all instruments calling for a date.

2.12.4.2 **Cause the Delivery** of the following documents:

(a) the Withdrawal Letter to the DoEd; and

(b) The Effectiveness Notice to the Government.

2.12.4.3 **Record**, the following documents in the Official Records in the order set forth below:

(a) The Notice of Termination;

(b) the Notice of SOCCCD Property;

(c) The Notice of City-County Agreement;

(d) The Ground Lease Memorandum; and

(e) The REA.

2.12.4.4 **Deliver**, the following documents:

(a) To SOCCCD:

(i) The Reimbursement Check;

(ii) One (1) fully-executed counterpart of the Ground Lease; and

(iii) One (1) copy of the Withdrawal Letter.

(b) To County:

(i) One (1) fully-executed counterpart of the Ground Lease.

(ii) One (1) copy of the Withdrawal Letter;

(iii) One (1) copy as recorded of the Notice Termination; and

(iv) One (1) copy as recorded of the Notice of City-County Agreement.

2.12.4.5 Give SOCCCD and County telephonic notice that the Close of Escrow I has occurred.

2.12.5 **Post-Closing Matters**. After the Close of Escrow I, Escrow Holder shall deliver the following:

2.12.5.1 **To City**: A copy, as recorded, of:

(a) the Notice of SOCCCD Property;

(b) The Notice of Termination; and

(c) The Notice of City-County Agreement.

2.12.5.2 **To SOCCCD:** A copy, as recorded, of the documents recorded pursuant to Section 2.12.4.3 above.

2.12.5.3 **To County**: A copy, as recorded, of the documents recorded pursuant to Section 2.12.4.3 above, the original Nonforeign Transferor Declaration (SOCCCD) and the original California Tax Certificate (SOCCCD).

2.12.5.4 **To Jackson Tidus**, counsel to SOCCCD: Copies of all documents to be delivered to SOCCCD pursuant to Section 2.12.5.2 above.

2.12.5.5 **To County of Orange**, Office of the County Counsel, counsel to County: Copies of all documents to be delivered to County pursuant to Section 2.12.5.3 above.

2.12.5.6 **To Kutak Rock, LLP**, counsel to City: copies of all documents to be delivered to City pursuant to Section 2.12.5.1 above.

2.12.6 **Costs and Prorations**.

2.12.6.1 **Costs to be Paid by SOCCCD**. SOCCCD shall pay One-half (1/2) of the Escrow fee.

2.12.6.2 **Costs to be Paid by County**. County shall pay the following costs:

(a) The premium for the Leasehold Title Policy;

(b) All recording fees, if any; and

(c) One-half (1/2) of the Escrow fee.

ARTICLE 3

LAND EXCHANGE

3.1 **Exchange**. Upon the satisfaction or waiver of all of the conditions precedent to the Close of Escrow II set forth in Section 3.7 below, then, the Parties shall consummate the Land Exchange, including the conveyance by the City of the County Exchange Parcel to SOCCCD by quitclaim deed, and the conveyance by SOCCCD of the SOCCCD Exchange Parcel to County by quitclaim deed.

3.2 **Escrow II**.

3.2.1 **Escrow Instructions**. The Parties agree the Land Exchange shall be consummated through the Escrow in accordance with the terms set forth below. The closing of the Land Exchange by the Escrow Holder is referred to herein as "**Escrow II**." This Agreement, together with the general escrow provisions attached hereto as Exhibit O, shall constitute Escrow Holder's instructions with respect Escrow II. The Parties agree to execute and deliver to Escrow Holder such additional and supplemental instructions as Escrow Holder may require in order to clarify Escrow Holder's duties under this Agreement. However, in the event of any conflict or inconsistency between this Agreement and the General Escrow Provisions, the terms of this Agreement shall govern the duties of Escrow Holder and the rights and obligations of the Parties.

3.2.2 **Definition of Close of Escrow II**. For purposes of this Agreement, the term "**Close of Escrow II**" shall mean the time when Escrow Holder shall have recorded the instruments set forth in Section 3.8.4.2 below.

3.3 **Approval of Condition of Title**.

3.3.1 **SOCCCD's Approval of Condition of Title**. SOCCCD hereby accepts and approves the County Exchange Parcel Title Commitment. SOCCCD also agrees to accept such encumbrances as the Navy may cause to be recorded against the property subject to the FOST in the form of a Covenant to Restrict Use of Property ("**CRUP**") in connection with the issuance of the FOST and relating to the mitigation of hazards caused by certain substances in the ground water. The exceptions to title shown on the County Exchange Parcel Title Commitment, and any CRUP shall be called the "**County Exchange Parcel Permitted Exceptions**." The County Exchange Parcel Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Close of Escrow II and any other monetary liens or encumbrances on the County Exchange Parcel.

3.3.2 County's Approval of Condition of Title.

3.3.2.1 SOCCCD Exchange Parcel Title Commitment. County hereby accepts and approves the SOCCCD Exchange Parcel Title Commitment other than Exceptions No. 12, 14 and 15. The CRUP, the REA and the exceptions to title shown on the SOCCCD Exchange Parcel Title Commitment other than Exceptions No. 12, 14 and 15 shall be "**SOCCCD Exchange Parcel Permitted Exceptions**." The SOCCCD Exchange Parcel Permitted Exceptions shall exclude any delinquent taxes or any taxes due and payable prior to the Close of Escrow II and any other monetary liens or encumbrances on the SOCCCD Exchange Parcel.

3.3.2.2 Intentionally Deleted.

3.3.2.3 Covenants in Favor of City and Navy. County acknowledges that it will take title to the SOCCCD Exchange Parcel subject to the CRUP, to the notices, covenants, restrictions and conditions set forth in the 2004 Quitclaim Deed and to any other notices, covenants, restrictions and conditions which may be imposed by the Navy and included in by the City to SOCCCD by quitclaim deeds from the City of the SOCCCD Exchange Parcel–Sublease Portion (collectively, the "**Existing and Anticipated Restrictions**"). County agrees that, to the extent that the Existing and Anticipated Restrictions permit the County's intended use of the SOCCCD Exchange Parcel as indicated herein, that County will raise no objection to the Existing and Anticipated Restrictions; provided, however, that County shall have the right to review and approve the text of the Navy and City quitclaim deeds as to the SOCCCD Exchange Parcel–Sublease Portion pursuant to Sections 3.7.1.2 and 3.7.1.3 below.

3.3.3 Uses and Use Restrictions.

3.3.3.1 County Exchange Parcel. In order to effect the Land Exchange, it will be necessary for the City to execute and deposit into the Escrow II a quitclaim deed (the "**City-SOCCCD Quitclaim Deed**") conveying the County Exchange Parcel to SOCCCD. The Parties hereto agree that the City-SOCCCD Quitclaim Deed shall include restrictions providing that the County Exchange Parcel must be used in perpetuity subject to the requirements and restrictions of the City Conveyance Documents, as more fully described in Section 3.7.2.2 below.

3.3.3.2 SOCCCD Exchange Parcel. In order to effect the Land Exchange, it will be necessary for SOCCCD to execute and deposit into the Escrow II a quitclaim deed (the "**SOCCCD-County Quitclaim Deed**") conveying the SOCCCD Exchange Parcel to County. The Parties hereto agree that the SOCCCD-County Quitclaim Deed shall provide that the SOCCCD Exchange Parcel shall be used in perpetuity for no purposes other than the LETC, the Center or similar public and governmental purposes or a County governmental office and shall be substantially in the form attached hereto as Exhibit R. In addition, County acknowledges that any use of the SOCCCD Exchange Parcel other than for an LETC or the Center may require an amendment to the City-County Agreement or the Specific Plan or both.

3.3.3.3 Uses of County Exchange Parcel. SOCCCD desires to use the County Exchange Parcel as part of its ATEP Campus and any City-SOCCCD Quitclaim Deed shall require SOCCCD to use the County Exchange Parcel in perpetuity consistent with City

Conveyance Documents. County agrees not to object to any uses on the County Exchange Parcel or elsewhere on the ATEP Site so long as such uses are consistent with City Conveyance Documents and the Specific Plan, as they may be amended from time to time, and so long as such uses are permitted anywhere within the area of the ATEP Site under the currently effective Specific Plan.

3.4 Title Insurance Policies

3.4.1 SOCCCD's Title Insurance Policy. At the Close of Escrow II and as a condition thereto, the Title Company shall issue to SOCCCD a policy of title insurance (the "**County Exchange Parcel Title Policy**") as to the County Exchange Parcel, containing the terms and provisions set forth in this Section 3.4.1. The County Exchange Parcel Title Policy shall be an ALTA Standard Coverage Owner's Policy (2006 Policy Form) in an amount mutually agreed to by the Parties, and in no event less than the fair market value of the County Exchange Parcel, showing fee simple title to the County Exchange Parcel vested in SOCCCD, subject only to the County Exchange Parcel Permitted Exceptions, and such other matters as to which SOCCCD may consent in writing. The premium for the County Exchange Parcel Title Policy (including the endorsements set forth in Section 3.3.1 above) and any costs in connection with the search and examination of title and/or for the issuance of the County Exchange Parcel Preliminary Title Report shall be paid by County. The County Exchange Parcel Title Policy shall be issued without reliance on any indemnity of County or any third party to induce Title Company to issue the County Exchange Parcel Title Policy, without the prior written consent of SOCCCD. If SOCCCD so elects and the Title Company agrees, the County Exchange Parcel Title Policy may include such additional endorsements as SOCCCD may reasonably request; provided however that all such endorsements shall be issued at SOCCCD's sole cost and expense. In addition, if SOCCCD so elects and the Title Company agrees to issue an ALTA Extended Coverage Owner's Policy (2006 Policy Form), the "County Exchange Parcel Title Policy" as defined above shall be an ALTA Extended Coverage rather than an ALTA Standard Coverage policy, with all other elements remaining the same; provided however that such extended ALTA coverage shall be issued at SOCCCD's sole cost and expense.

3.4.2 County's Title Insurance Policy. At the Close of Escrow II and as a condition thereto, the Title Company shall issue to County a policy of title insurance (the "**SOCCCD Exchange Parcel Title Policy**") as to the SOCCCD Exchange Parcel, containing the terms and provisions set forth in this Section 3.4.2. The SOCCCD Exchange Parcel Title Policy shall be an ALTA Standard Coverage Owner's Policy (2006 Policy Form) in an amount mutually agreed to by the Parties, and in no event less than the fair market value of the SOCCCD Exchange Parcel, showing fee simple title to the SOCCCD Exchange Parcel vested in County, subject only to the SOCCCD Exchange Parcel Permitted Exceptions, the Existing and Anticipated Restrictions and such other matters as to which County may consent in writing. The premium for the SOCCCD Exchange Parcel Title Policy (including the endorsements set forth in Section 3.3.2.1 above) and any costs in connection with the search and examination of title and/or for the issuance of the SOCCCD Exchange Parcel Preliminary Title Report shall be paid by SOCCCD. The SOCCCD Exchange Title Policy shall be issued without reliance on any indemnity of SOCCCD or any third party to induce Title Company to issue the SOCCCD Exchange Parcel Title Policy, without the prior written consent of County. If County so elects

and the Title Company agrees, the SOCCCD Exchange Parcel Title Policy may include such additional endorsements as County may reasonably request; provided however that all such endorsements shall be issued at County's sole cost and expense. In addition, if County so elects and the Title Company agrees to issue an ALTA Extended Coverage Owner's Policy (2006 Policy Form), the "SOCCCD Exchange Parcel Title Policy" as defined above shall be an ALTA Extended Coverage rather than an ALTA Standard Coverage policy, with all other elements remaining the same; provided however that such extended ALTA coverage shall be issued at County's sole cost and expense.

3.5 Intentionally Deleted.

3.6 Intentionally Deleted.

3.7 Conditions Precedent to Close of Escrow II.

3.7.1 Mutual Conditions. The following shall constitute conditions precedent to the obligations of SOCCCD and County for Close of Escrow II and may be waived only by a written waiver executed by both SOCCCD and County and delivered to Escrow Holder.

3.7.1.1 Title to SOCCCD Exchange Parcel. The Navy shall have conveyed to the City in fee the SOCCCD Exchange Parcel—Sublease Portion, the City shall have conveyed to SOCCCD in fee the SOCCCD Exchange Parcel—Sublease Portion and fee title to the County Exchange Parcel shall be in a position to be conveyed to SOCCCD upon the Close of Escrow II.

3.7.1.2 Conveyance of Fee Title to City. Each of the following events shall have occurred: (a) the Navy shall have executed and delivered to City a quitclaim deed substantially in the form of Exhibit S attached hereto and in recordable form conveying the County Exchange Parcel to the City (the "**Navy-City Quitclaim Deed**"), and a bill of sale substantially in the form of in the form of Exhibit T attached hereto (the "**Navy-City Bill of Sale**"), (b) the City shall have deposited the Navy-City Quitclaim Deed and the Navy-City Bill of Sale in this Escrow; and (c) the City shall have instructed the Escrow Holder to record the Navy-City Quitclaim Deed and to deliver the Navy-City Bill of Sale to City upon the Close of Escrow II.

3.7.1.3 City-SOCCCD Conveyances. The City shall have (a) executed in recordable form and deposited into Escrow II one (1) original of the City-SOCCCD Quitclaim Deed substantially in the form of Exhibit U attached hereto (b) executed and deposited into Escrow two (2) counterparts of a bill of sale from the City to SOCCCD (the "**City-SOCCCD Bill of Sale**") substantially in the form of Exhibit V attached hereto, which excludes the utility distribution system and (c) instructed the Escrow Holder upon the Close of Escrow II to record the City-SOCCCD Quitclaim Deed and to deliver to SOCCCD the City-SOCCCD Bill of Sale.

3.7.1.4 Escrow I. Escrow I shall have closed and the Ground Lease Transaction shall have been consummated. (In the event Escrow I shall have been canceled pursuant to Section 2.12.1.2 above, then the parties are obligated to negotiate and enter into an

amendment and restatement of this Agreement so as to effectuate, to the extend practical, the purposes of the Original Agreement.)

3.7.1.5 REA Form. The parties shall have executed in recordable form and delivered to Escrow Holder for recordation at Close of Escrow II either a confirmation of the terms of the REA in form agreed by the parties or a document in the form of the REA with a current date (either, the **"REA Form"**). (The parties agree that the intent of the REA Form is to assure that the County's fee interest in the SOCCCD Exchange Parcel is subject to the REA.)

3.7.1.6 City Deposits into Escrow. As a condition precedent to Close of Escrow II and not as an obligation under this Agreement, the City shall have executed and delivered into the Escrow II those documents set forth in Section 3.8.3.3 below.

3.7.2 SOCCCD's Conditions. Each of the following shall constitute a condition precedent to the obligations of SOCCCD to close Escrow II and may be waived only by a written waiver executed by SOCCCD and delivered to County and to Escrow Holder:

3.7.2.1 Intentionally Deleted.

3.7.2.2 Forms of City-SOCCCD Conveyances. It is a condition precedent to SOCCCD's obligations hereunder that the City-SOCCCD Quitclaim Deed shall be (A) substantially in the form of Exhibit V attached hereto and (B) otherwise acceptable to SOCCCD. SOCCCD acknowledges that the Navy may require modifications to the 2004 forms of the City-SOCCCD Quitclaim Deed and the City-SOCCCD Bill of Sale, which modifications may arise out of any conditions to the FOST which the Navy may have issued with respect to the County Exchange Parcel. SOCCCD agrees to be reasonable in the exercise of its discretion to approve or disapprove of such modifications to the 2004 forms of Quitclaim Deed and Bill of Sale.

3.7.2.3 Intentionally Deleted.

3.7.2.4 Environmental Insurance. The carrier of SOCCCD's Environmental Insurance shall have irrevocably committed to issue an amendment to the policy of Environmental Insurance deleting the applicable SOCCCD Exchange Parcel from coverage and adding the County Exchange Parcel for coverage effective upon the Close of Escrow II.

3.7.2.5 County Conveyance Documents. County shall have (a) executed and deposited into Escrow II (i) one (1) original of the SOCCCD-County Quitclaim Deed, fully executed and in recordable form and (ii) two (2) counterparts of the SOCCCD-County Bill of Sale (as defined in Section 7.3.1 below), and (b) instructed the Escrow Holder upon the Close of Escrow II to record the SOCCCD-County Quitclaim and to deliver to SOCCCD the SOCCCD-County Bill of Sale.

3.7.2.6 Title Policy. The Title Company shall be irrevocably committed to issue the County Exchange Parcel Title Policy upon the Close of Escrow II.

3.7.2.7 No Material Change. As of the Close of Escrow, there shall be no material change in the County Exchange Parcel that would materially impair SOCCCD's use or development of the County Exchange Parcel.

3.7.2.8 Representations and Warranties. All of County's representations and warranties as set forth herein shall be true as of the Close of Escrow II.

3.7.2.9 No Default. County shall not be in default hereunder. If SOCCCD does not give Escrow Holder written notice of County's default, for purposes of this Section 7.2.9 only, County shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow II as though County were not in default. SOCCCD's failure to give such notice to Escrow Holder shall not excuse performance by County of any obligation hereunder.

3.7.3 County's Conditions. Each of the following shall constitute a condition precedent to the obligations of County to close Escrow II and may be waived only by a written waiver executed by County and delivered to SOCCCD and to Escrow Holder:

3.7.3.1 SOCCCD Conveyance Documents. SOCCCD shall have (a) executed in recordable form and deposited into Escrow II one (1) original of the SOCCCD-County Quitclaim Deed, (b) executed and deposited into Escrow II two (2) counterparts of a bill of sale from SOCCCD to County in the form of Exhibit X attached hereto (the "**SOCCCD-County Bill of Sale**"), and (c) instructed the Escrow Holder upon the Close of Escrow II to record the SOCCCD-County Quitclaim and to deliver to County the SOCCCD-County Bill of Sale.

3.7.3.2 Title Policy. The Title Company shall be irrevocably committed to issue the SOCCCD Exchange Parcel Title Policy upon the Close of Escrow II.

3.7.3.3 No Material Change. As of the Close of Escrow, there shall be no material change in the SOCCCD Exchange Parcel that would materially impair County's use or development of the SOCCCD Exchange Parcel.

3.7.3.4 Representations and Warranties. All of SOCCCD's representations and warranties as set forth herein shall be true as of the Close of Escrow II.

3.7.3.5 No Default. SOCCCD shall not be in material default hereunder. If County does not give Escrow Holder written notice of SOCCCD's default, for purposes of this Section 3.7.3.6 only, SOCCCD shall be deemed not to be in default hereunder, and Escrow Holder shall proceed with the Close of Escrow II as though SOCCCD were not in default. County's failure to give such notice to Escrow Holder shall not excuse performance by SOCCCD of any obligation hereunder.

3.8 Close or Cancellation of Escrow II.

3.8.1 Closing Procedures. Provided that this Agreement is not earlier terminated pursuant to the terms and provisions hereof and provided that all of the conditions

precedent to the Close of Escrow II have been satisfied or waived, the Parties agree that Escrow II shall close and Escrow Holder is instructed to close Escrow II on the date (the "**Escrow II Closing Date**") that is ten (10) business days after the satisfaction or waiver of the last condition precedent to the Close of Escrow II to be waived or satisfied.

3.8.1.1 Intentionally Deleted.

3.8.1.2 Issuance of Title Policies. Escrow Holder by closing Escrow II shall be deemed to have irrevocably committed to cause the Title Company to issue the County Exchange Parcel Title Policy and the SOCCCD Exchange Parcel Title Policy.

3.8.1.3 Failure of Close of Escrow II to Occur. In the event that the Close of Escrow II fails to occur by the Escrow II Closing Date or April 29, 2034 ("**Outside Date II**"), as applicable, and neither Party is in default of its obligations hereunder, then either Party may cancel Escrow II by written notice to the other Party and to Escrow Holder. In the event that, due to a default by either Party, the Close of Escrow II fails to occur by the Escrow II Closing Date or Outside Date II, as applicable, then without waiving any rights or remedies which the non-Defaulting Party may have against the Defaulting Party (as defined in Section 3.12.1 below) under this Agreement, the non-Defaulting Party may cancel Escrow II upon written notice to the Defaulting Party and to Escrow Holder.

3.8.2 Escrow II Cancellation.

3.8.2.1 If, for any reason, Escrow II is cancelled pursuant to Section 3.8.1.3 above, Escrow Holder shall return to the Parties delivering same all instruments which are then held by Escrow Holder in connection with Escrow II.

3.8.2.2 If Escrow II is cancelled pursuant to Section 3.8.1.3 above and neither Party is in default of its obligations hereunder, this Agreement shall be deemed to be terminated (with the exception of those provisions which expressly state that they are to survive such termination), and SOCCCD and County shall each bear one-half (1/2) of the title and Escrow II fee and cancellation charges, if any. In such event, neither Party shall be obligated to the other to close Escrow II hereunder.

3.8.2.3 If Escrow II is cancelled pursuant to Section 3.8.1.3 above and SOCCCD is the Defaulting Party, SOCCCD shall pay the escrow fee and cancellation charges.

3.8.2.4 If Escrow II is cancelled pursuant to Section 3.8.1.3 above and County is the Defaulting Party, County shall pay the escrow fee and cancellation charges.

3.8.3 Items to be Delivered into Escrow.

3.8.3.1 SOCCCD. On or before one (1) business day prior to the date set for Close of Escrow II, SOCCCD shall execute and deposit into Escrow II the following:

(a) Immediately available funds in the amount of District's share of costs described in Section 3.9.1 below;

(b) One (1) original of the SOCCCD-County Quitclaim Deed as to the SOCCCD Exchange Parcel in recordable form;

(c) One (1) original of the REA Form in recordable form;

(d) Two (2) counterparts of the City-SOCCCD Amendment executed by SOCCCD.

(e) One (1) original of the City-SOCCCD Quitclaim Deed in recordable form;

(f) Two (2) counterparts of the City-SOCCCD Bill of Sale;

(g) Two (2) counterparts of the SOCCCD-County Bill of Sale as to the SOCCCD Exchange Parcel;

(h) A nonforeign transferor declaration (the "**Nonforeign Transferor Declaration (SOCCCD)**") substantially in the form of Exhibit Y attached hereto;

(i) A California state tax withholding certificate in accordance with the requirements of California Revenue and Taxation Code Section 18668 (the "**California Tax Certificate (SOCCCD)**"); and

(j) Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the SOCCCD Exchange Parcel Title Policy or otherwise required to transfer the SOCCCD Exchange Parcel to County in accordance with the terms of this Agreement.

3.8.3.2 County. On or before one (1) business day prior to the date set for Close of Escrow, County shall execute and deposit into Escrow II the following:

(a) Immediately available funds in the amount of County's share of costs described in Section 3.9.2 below;

(b) One (1) original of the REA Form in recordable form;

(c) One (1) original of the SOCCCD-County Quitclaim Deed in recordable form; and

(d) Two (2) counterparts of the SOCCCD-County Bill of Sale.

3.8.3.3 City. As a condition precedent to the Close of Escrow II and not as an obligation under this Agreement, City shall have executed and deposited into Escrow II the following:

(a) One (1) original of the executed Navy-City Quitclaim Deed in recordable form;

(b) Two (2) originals of the executed Navy-City Bill of Sale;

(c) One (1) original of the City-SOCCCD Quitclaim Deed in recordable form;

(d) Two (2) counterparts of the City-SOCCCD Bill of Sale;

(e) A nonforeign transferor declaration (the "**Nonforeign Transferor Declaration (City)**") substantially in the form of Exhibit Z attached hereto;

(f) A California state tax withholding certificate in accordance with the requirements of California Revenue and Taxation Code Section 18668 (the "**California Tax Certificate (City)**"); and

(g) Such other documents as may be reasonably required by Title Company or Escrow Holder in order to issue the County Exchange Parcel Title Policy or otherwise required to transfer the County Exchange Parcel to SOCCCD in accordance with the terms of this Agreement.

3.8.4 Escrow Holder's Instructions. At such time as all of the conditions precedent to the Close of Escrow II shall have been satisfied or waived, the Escrow Holder shall proceed as follows:

3.8.4.1 Date, as of the Close of Escrow II, all instruments calling for a date.

3.8.4.2 Record, the following documents in the Official Records in the order set forth below:

(a) The Navy-City Quitclaim Deed;

(b) The City-SOCCCD Quitclaim Deed;

(c) The SOCCCD-County Quitclaim Deed, and

(d) The REA Form.

3.8.4.3 Deliver, the following documents:

(a) To City:

(i) Two (2) originals of the Navy-City Bill of Sale; and

(ii) One (1) fully-executed counterpart of the City-SOCCCD Bill of Sale.

(b) To SOCCCD:

(i) One (1) fully-executed counterpart of the City-SOCCCD Bill of Sale;

(ii) One (1) fully-executed counterpart of the SOCCCD-County Bill of Sale; and

(iii) The County Exchange Parcel Title Policy.

(c) To County:

(i) One (1) fully-executed counterpart of the SOCCCD-County Bill of Sale; and

(ii) The SOCCCD Exchange Parcel Title Policy.

3.8.4.4 Give SOCCCD and County telephonic notice that the Close of Escrow II has occurred.

3.8.5 Post-Closing Matters. After the Close of Escrow II, Escrow Holder shall deliver the following:

3.8.5.1 To City: A copy, as recorded, of the documents recorded pursuant to Section 3.8.4.3 above, a plain copy of the Nonforeign Transferor Declaration (City) and a plain copy of the California Tax Certificate (City).

3.8.5.2 To SOCCCD: A copy, as recorded, of the documents recorded pursuant to Section 3.8.4.3 above, the original Nonforeign Transferor Declaration (City), the original California Tax Certificate (City), a plain copy of the Nonforeign Transferor Declaration (SOCCCD) and a plain copy of the California Tax Certificate (SOCCCD).

3.8.5.3 To County: A copy, as recorded, of the documents recorded pursuant to Section 3.8.4.3 above, the original Nonforeign Transferor Declaration (SOCCCD) and the original California Tax Certificate (SOCCCD).

3.8.5.4 To Jackson Tidus, counsel to SOCCCD: Copies of all documents to be delivered to SOCCCD pursuant to Section 3.8.5.2 above.

3.8.5.5 To County of Orange, Office of the County Counsel, counsel to County: Copies of all documents to be delivered to County pursuant to Section 3.8.5.3 above.

3.8.5.6 To Kutak Rock, LLP, counsel to City: copies of all documents to be delivered to City pursuant to Section 3.8.5.1 above.

3.8.6 IRS Form 1099-S. For purposes of complying with Section 6045 of the Code, as amended by Section 1521 of the Code, Escrow Holder shall be deemed the "person responsible for closing the transaction," and shall be responsible for obtaining the information necessary to file and shall file within the time specified with the Internal Revenue Service Form

1099-S, "Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Transactions."

3.9 Costs and Prorations

3.9.1 Costs to be Paid by SOCCCD. SOCCCD shall pay the following costs:

3.9.1.1 The premium for the SOCCCD Exchange Parcel Title Policy that is SOCCCD's responsibility pursuant to Section 3.4.2 above;

3.9.1.2 The portion of the premium for the County Exchange Parcel Title Policy that is SOCCCD's responsibility to pay pursuant to Section 3.4.1 above, and

3.9.1.3 One-half (1/2) of the escrow fee.

3.9.2 Costs to be Paid by County. County shall pay the following costs:

3.9.2.1 The premium for the County Exchange Parcel Title Policy that is County's responsibility pursuant to Section 3.4.1 above;

3.9.2.2 The portion of the premium for the SOCCCD Exchange Parcel Title policy that is County's responsibility to pay pursuant to Section 3.4.2 above; and

3.9.2.3 One-half (1/2) of the escrow fee.

ARTICLE 4

GENERAL

4.1 Representations and Warranties; Covenants

4.1.1 SOCCCD's Representations and Warranties. As a material inducement to County to enter into this Agreement, SOCCCD makes the following covenants, representations and warranties to County set forth in this Section 10.1 as of the date hereof, as of the date of Close of Escrow I and as of the date of Close of Escrow II.

4.1.1.1 SOCCCD's Authority to Execute Agreement. SOCCCD hereby represents to County that on and as of the date of this Agreement, on and as of the Close of Escrow I and on and as of the date of Close of Escrow II, SOCCCD has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by SOCCCD pursuant hereto, and all required action and approvals therefor have been duly taken and obtained for the Close of Escrow I and the Close of Escrow II. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of SOCCCD shall be duly authorized to sign the same on SOCCCD's behalf and to bind SOCCCD thereto. This Agreement and all documents to be executed pursuant hereto by SOCCCD are and shall be binding upon and enforceable against SOCCCD in accordance with their respective terms.

4.1.1.2 AS-IS. SOCCCD acknowledges that SOCCCD has inspected the County Exchange Parcel and made its own independent investigation of the same. SOCCCD further acknowledges that it is acquiring the County Exchange Parcel "AS-IS," in reliance solely on its own inspection of the County Exchange Parcel and on County's representations and warranties as set forth herein.

4.1.2 County's Representations and Warranties. As a material inducement to SOCCCD to enter into this Agreement, County makes the following covenants, representations and warranties to District set forth in this Section 10.2 as of the date hereof, as of the date of Close of Escrow I and as of the date of Close of Escrow II.

4.1.2.1 County's Authority to Execute Agreement. County hereby represents to SOCCCD that on and as of the date of this Agreement, on and as of the Close of Escrow I and on and as of the Close of Escrow II, County has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by County pursuant hereto, and all required action and approvals therefor have been duly taken and obtained for the Close of Escrow I and for the Close of Escrow II. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of County shall be duly authorized to sign the same on County's behalf and to bind County thereto. This Agreement and all documents to be executed pursuant hereto by County are and shall be binding upon and enforceable against County in accordance with their respective terms.

4.1.2.2 AS-IS. County acknowledges that County has inspected the SOCCCD Exchange Parcel and made its own independent investigation of the same. County further acknowledges that it is acquiring the SOCCCD Exchange Parcel "AS-IS," in reliance solely on its own inspection of the SOCCCD Exchange Parcel and on SOCCCD's representations and warranties as set forth herein.

4.2 Development Coordination.

4.2.1 Comments to Plans. During the planning and development of the SOCCCD Exchange Parcel, the County and SOCCCD shall endeavor to hold regular meetings, at least quarterly, with SOCCCD and City representatives, to discuss the planning, development, and operational issues of mutual concern, including the preparation, submission and review of design development drawings and construction documents (collectively, the "**Plans**") for the SOCCCD Exchange Parcel, as well as for the County Exchange Parcel. Such meetings shall serve as a forum for exchange of information concerning the design and development of the SOCCCD Exchange Parcel as well as provide the opportunity for SOCCCD and City to advise the County of development issues on the ATEP Site (less the SOCCCD Exchange Parcel) and the County Exchange Parcel which may affect the SOCCCD Exchange Parcel.

4.2.2 Site Plan for SOCCCD Exchange Parcel. In addition to the foregoing, not later than sixty (60) days prior to the submission to County's Planning Department or the City of the materials required to be submitted to the City in order to obtain Site Plan and Design Review Approval for the Center pursuant to the City-County Agreement or Section 9272 of the Tustin Municipal Code (the **"Site Plan"**) and the associated document (if any) required in order to comply with CEQA (the **"CEQA Document"**), County shall submit the same to SOCCCD for

its review. The Site Plan shall be consistent with the "Tenant Plan" as defined in the Ground Lease and attached as an exhibit thereto. SOCCCD shall have a period of thirty (30) days following submission of the Site Plan and the CEQA Document (if any) by County to review and provide comments to the same in its reasonable discretion. In the event that SOCCCD has comments to the Site Plan or the CEQA Document, it shall specify such comments in writing. County shall give full consideration to any comments received from SOCCCD to the Site Plan or CEQA Document (if any). Following SOCCCD's review of the Site Plan and CEQA Document (if any), County shall submit the same to County's Planning Department and the City for its review pursuant to the City/County Agreement. County shall be responsible for the payment to the City of all required processing fees and costs related to the Site Plan and the CEQA Document, if any. SOCCCD shall cooperate with County (at County's expense) in responding to any comments from the City concerning the Site Plan or the CEQA Document or any conditions of approval of the Site Plan proposed by the City. SOCCCD shall have the right to review and comment on any changes to the Site Plan or the CEQA Document prior to the submission thereof to the City.

4.3 Default.

4.3.1 Events of Default. The failure of a Party (the "**Defaulting Party**") to perform any material act to be performed by such Party, to refrain from performing any material prohibited act, or to fulfill any condition to be fulfilled by such Party under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, within thirty (30) days after written notice of such failure from the Non-Defaulting Party shall be an "Event of Default" by the Defaulting Party with respect to the Defaulting Party's obligations hereunder.

4.3.2 Remedies. Upon the occurrence of any Event of Default by a Defaulting Party, the non-Defaulting Party shall have such rights or remedies available to it under this Agreement or at law or in equity.

4.4 Possession. Possession of the SOCCCD Exchange Parcel shall be delivered to County upon the Close of Escrow I, subject only to the SOCCCD Exchange Parcel Permitted Exceptions. Possession of the County Exchange Parcel shall be delivered to SOCCCD upon the Close of Escrow II, subject only to the County Exchange Parcel Permitted Exceptions.

4.5 Miscellaneous.

4.5.1 Notices. All notices or other communications between County and SOCCCD required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic facsimile transmission (with electronic confirmation of receipt), to the following addresses:

If to County: County of Orange
1770 North Broadway
Santa Ana, California 92701-4017
Attention: Steve Franks, Director OC Community Resources
Telefacsimile No.: (714) 480-2788

with a copy to: Office of the County Executive Office
County of Orange
333 West Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92702
Attention: Scott Mayer, Chief Real Estate Officer
Telefacsimile No.: (714) 834-5355

If to SOCCCD: South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692
Attention: Debra Fitzsimons, Vice Chancellor, Business Services
Telefacsimile No.: (949) 347-2472

with a copy to: Jackson Tidus
2030 Main Street, 12th Floor
Irvine, California 92614
Attention: Andrew P. Bernstein, Esq.
Telefacsimile No.: (949) 752-0597

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. or otherwise on the day following personal delivery, or when received, if transmitted by electronic facsimile transmission (with electronic confirmation of receipt), or two (2) business days following the date the notice is postmarked, if mailed, or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Either Party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

4.5.2 **Address of City**. For the convenience of the Escrow Holder, the following addresses are provided:

City: City of Tustin
300 Centennial Way
Tustin, California 92780
Attention: Jeffrey Parker, City Manager
Telefacsimile No.: (714) 838-1602

4.5.3 **Time of the Essence**. Time is of the essence of this Agreement and each and every term and provision hereof.

4.5.4 **Interpretation; Governing Law**. This Agreement shall be construed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of California and the laws of the United States of America prevailing in California.

4.5.5 **Performance of Acts on Business Days**. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that

the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

4.5.6 **Attorneys' Fees**. In the event of any legal action or other proceeding between the Parties regarding this Agreement, any of the documents attached hereto as exhibits, the County Exchange Parcel or the SOCCCD Exchange Parcel (an "**Action**"), the Parties shall be responsible for their own attorneys' fees, court costs and litigation expenses.

4.5.7 **Further Assurances**. Each Party will, whenever and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

4.5.8 **Entire Agreement; Amendments**. This Agreement, together with the other written agreements referred to herein, is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any prior understandings between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all Parties hereto.

4.5.9 **No Waiver**. A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

4.5.10 **Assignment**. Neither Party hereto shall assign its rights under this Agreement without the prior written consent of the other Party, which consent shall be in such Party's sole discretion; provided, however, that notwithstanding the foregoing SOCCCD shall have the right to assign its rights and delegate its obligations hereunder to an entity the board members of which are the same as the members of the Board of Trustees of SOCCCD or to a wholly-owned subsidiary of such an entity.

4.5.11 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

4.5.12 **Headings; Cross-References; Exhibits**. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents. Each of the exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

4.5.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

4.5.14 Effective Date. This Agreement shall become effective on the date (the "**Effective Date**") this Agreement is executed by the last of the persons required to bind the parties hereto as set forth opposite their respective signatures below.

Signatures on following page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures below.

DATED:_____ **COUNTY:**

APPROVED AS TO LEGAL FORM

By: Thomas A. Miller

Name: THOMAS MILLER

Title: Senior Deputy County Counsel

COUNTY OF ORANGE,
a political subdivision of the State of California

By:_____
Scott Mayer, Chief Real Estate Officer
County of Orange

DATED:_____ **SOCCCD:**

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a California public agency

By:_____

Name:_____

Title:_____

5764-44062\RJD403\1288888.9
3/1/16

ACCEPTANCE BY ESCROW HOLDER

Escrow Holder hereby acknowledges receipt of this fully executed Agreement on the ____ day of _____, 20__, which date shall be the Escrow Opening Date, and accepts the escrow instructions set forth herein.

ESCROW HOLDER:

FIRST AMERICAN TITLE INSURANCE COMPANY

By:_____

Name:_____

Title:_____

EXHIBIT A

Legal Description of County Exchange Parcel

(Doc. No. 1290108)

Legal Description

Exhibit "A"

Parcel IV-K-2

(Reuse Plan Disposition Site 2; portion of Carve-Out 5)

In the City of Tustin, County of Orange, State of California, being that portion of Block 10 of Irvine's Subdivision as shown on the map filed in Book 1, Page 88 of Miscellaneous Record Maps, and as shown on a map filed in book 165, pages 31 through 39 inclusive of Records of Survey, both of the records of said County, described as follows:

For the purpose of this description the following Control Line is hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of South 40°37'39" West between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 5°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.40 feet through a central angle of 5°30'01"; thence South 49°19'54" East 586.96 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to a point hereinafter referred to as Point "A".

Control Line "B"

Beginning at said Point "A"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 828.04 feet through a central angle of 33°53'13" to a point

Legal Description
Exhibit "A"
Parcel IV-K-2
(Reuse Plan Disposition Site 2; portion of Carve-Out 5)

hereinafter to be referred to as Point "**D**"; thence continuing southwesterly and westerly along said curve 441.51 feet through a central angle of 18°04'06"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence westerly and southwesterly along said curve 694.50 feet through a central angle of 28°25'19".

Parcel IV-K-2

Beginning at the hereinbefore described Point "D" ; thence leaving said Control Line "B" North 40°28'16" West 46.00 feet to the **True Point of Beginning,** said point being the beginning of a non-tangent curve concave northwesterly, having a radius of 1354.04 feet, said curve also being concentric with and 46.00 feet northwesterly of said Control Line "**B**", a radial line to said beginning bears South 40°28'16" East; thence southwesterly and westerly along said concentric curve 427.00 feet through a central angle of 18°04'06" to a line parallel with and 46.00 feet northwesterly of said Control Line "**B**"; thence along said parallel line South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1446.04 feet, said curve being concentric with and 46.00 feet northwesterly of said Control Line "**B**"; thence southwesterly along said concentric curve 184.05 feet through a central angle of 07°17'33"; thence leaving said concentric curve North 49°21'14" West 459.00 feet; thence North 40°38'46" East 486.27 feet; thence South 77°38'59" East 256.30 feet; thence North 71°36'25" East 351.77 feet; thence South 15°49'01" East 382.89 feet to the **True Point Of Beginning.**

Containing 436,043 square feet or 10.01 acres, more or less

Legal Description

Exhibit "A"

Parcel IV-K-2

(Reuse Plan Disposition Site 2; portion of Carve-Out 5)

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

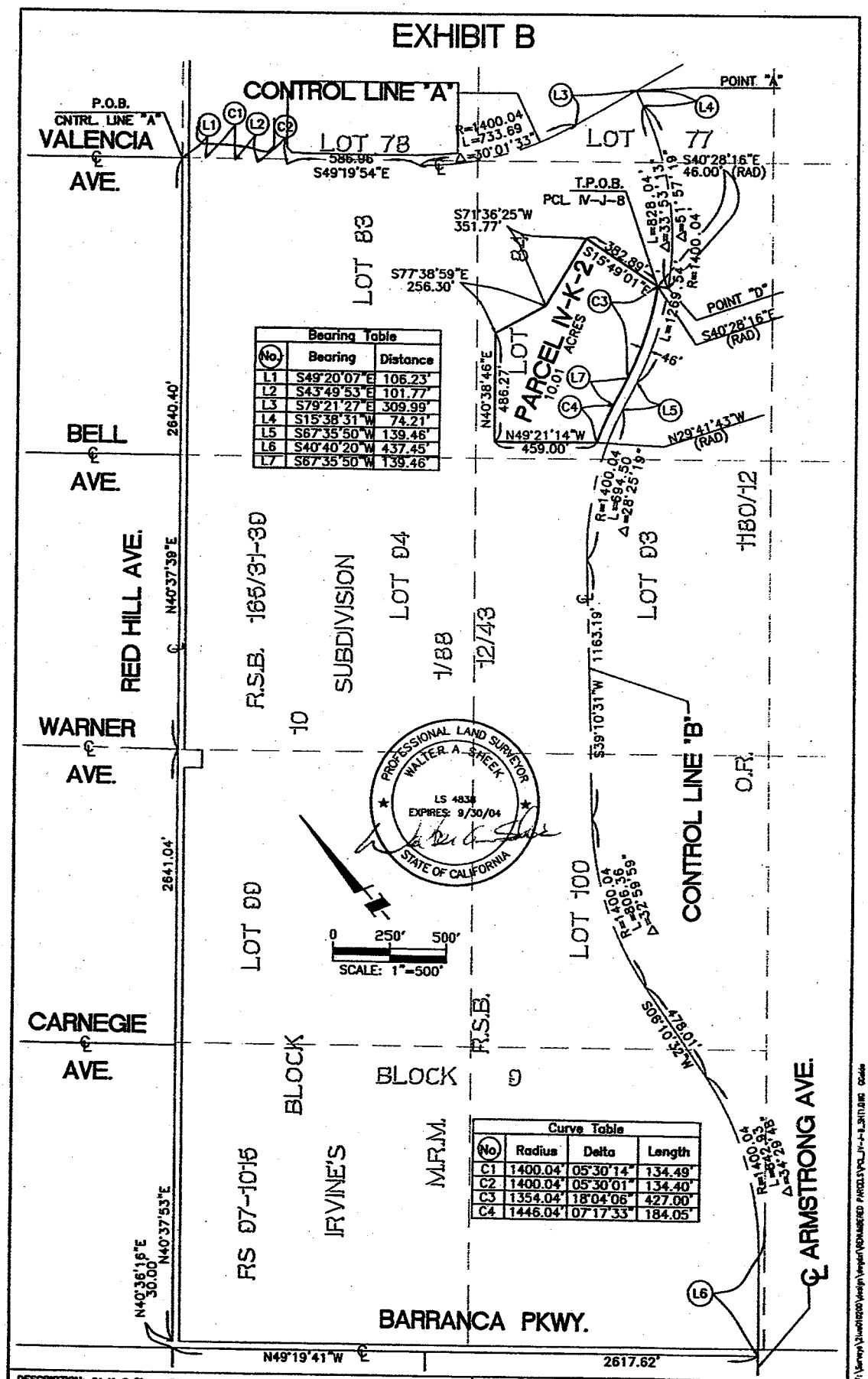
Prepared under my supervision

PROFESSIONAL LAND SURVEYOR
WALTER A SHEEK
LS 4838
EXPIRES: 9/30/04
STATE OF CALIFORNIA

Walter A. Sheek P.L.S. 4838 July 23 2002 Date

F:\Surveys\2tus010200\reports\Renumbered Parcels\legal-Parcel IV-K-2.doc 7/23/02 4:15 PM

EXHIBIT B



Bearing Table		
No.	Bearing	Distance
L1	S49°20'07"E	106.23'
L2	S43°49'53"E	101.77'
L3	S79°21'27"E	309.99'
L4	S15°38'31"W	74.21'
L5	S67°35'50"W	139.46'
L6	S40°40'20"W	437.45'
L7	S67°35'50"W	139.46'

Curve Table			
No.	Radius	Delta	Length
C1	1400.04'	05°30'14"	134.49'
C2	1400.04'	05°30'01"	134.40'
C3	1354.04'	18°04'06"	427.00'
C4	1446.04'	07°17'33"	184.05'

DESCRIPTION: IV-K-2 (Reuse Plan Disposition Site 2: portion of Carve-Out 5)

MCAS-TUSTIN

SHEET 1 OF 1

PSOMAS

SCALE	1"=500'
DRAFTED	RAT
CHECKED	WAS
DATE	JULY, 2002
JOB NUMBER	2TUS010200

EXHIBIT B

City-County Agreement

(Doc. No. 1118767)

Execution Version
7-12-12

AGREEMENT

BETWEEN

THE CITY OF TUSTIN

AND

COUNTY OF ORANGE

RELATED TO A PORTION OF MCAS TUSTIN

AND

THE ORANGE COUNTY REGIONAL LAW ENFORCEMENT TRAINING CENTER/ANIMAL CARE CENTER

AGREEMENT
BETWEEN
THE CITY OF TUSTIN
AND
THE COUNTY OF ORANGE
RELATED TO A PORTION OF MCAS TUSTIN
AND
THE ORANGE COUNTY REGIONAL LAW ENFORCEMENT TRAINING CENTER/ ANIMAL CARE CENTER

THIS AGREEMENT (this "Agreement") is made and entered into this 11th day of SEPTEMBER, 2012, by and between the **CITY OF TUSTIN** ("City"), a municipal corporation organized under the laws of the State of California, acting in its capacity as the Local Redevelopment Authority for the former Marine Corps Air Station Tustin, California, and the **COUNTY OF ORANGE**, a political subdivision of the State of California, acting by and through the OC Community Resources Department ("County"). The City and County are sometimes referred to herein individually as a "Party" and collectively as the "Parties". The Parties agree as follows:

1.0 SUBJECT AND PURPOSE OF THIS AGREEMENT; APPLICABLE REQUIREMENTS

1.1 Background for this Agreement.

1.1.1. Pursuant to the Defense Base Closure and Realignment Act of 1990 (Part A of Title XXIX of Public Law 101-510; U.S.C. Section 2687 Note), as amended (the "Base Closure Law"), the United States (the "Government") determined to close the Marine Corps Air Station Tustin ("MCAS Tustin") located substantially within the City of Tustin. In 1992, the City was designated by the Office of Economic Adjustment on behalf of the Secretary of Defense as the local redevelopment authority ("LRA") for preparation of a reuse plan for MCAS Tustin to facilitate the closure of MCAS Tustin and its reuse in furtherance of the economic development of the City and surrounding region.

1.1.2. In its capacity as the LRA, the City served as the lead agency for preparing the base reuse plan, the applicable environmental documents under California law, and other documents related to the planning for the civilian reuse of MCAS Tustin. The City determined that the most appropriate tool to guide the conversion of the base from military to civilian use and to facilitate review and approval of entitlements, permits, and uses was the preparation of a combined reuse plan and specific plan.

1.1.3. As part of the Reuse Plan screening process, on October 31, 1995, the County submitted a "Notice of Interest in Buildings and Property to the City acting as the Local

Redevelopment Authority for MCAS Tustin for an Orange County Regional Law Enforcement Training Center" (the "LETC").

1.1.4. The MCAS Tustin Reuse Plan ("Reuse Plan") was developed in accordance with federal procedures under the Base Closure Law and was adopted by the City of Tustin City Council on October 16, 1996 and amended by Errata in September 1998. The Reuse Plan was subsequently reviewed and approved by the United States Department of Housing and Urban Development.

1.1.5. The Reuse Plan included the LETC, to be located in part on an approximately ten (10) acre parcel of land ("Original Parcel"), recommending that the site be conveyed to the City as an economic development conveyance or to the County, utilizing a number of preferred alternative public benefit conveyance transfer mechanisms, including those sponsored by the Department of Education and/or Department of Justice.

1.1.6. On February 3, 2003 the City approved and adopted the MCAS Tustin Specific Plan/Reuse Plan setting forth the zoning and entitlement framework for future development of the former MCAS Tustin ("Specific Plan"), as subsequently amended in 2005 and 2006. The portion of the former MCAS Tustin located within the City of Tustin is referred to herein as "Tustin Legacy." The Specific Plan conforms to and implements the Reuse Plan and the Tustin General Plan.

1.1.7. The Reuse Plan and Specific Plan include all detailed planning, policies, regulations, and implementation strategies and procedures necessary to guide the reuse and development of all property located within MCAS Tustin. The Reuse Plan and Specific Plan are intended to serve as both policy-oriented and regulatory documents and contain the development and reuse regulations that will govern all development, construction, and use of property at Tustin Legacy.

1.1.8. A Final Joint Environmental Impact Statement/Environmental Impact Report for the Disposal and Reuse of MCAS Tustin (the "Final EIS/EIR") and Mitigation Monitoring and Reporting Program for the Final EIS/EIR were adopted by the City on January 16, 2001. In March 2001, a Record of Decision was issued by the Department of the Navy (hereinafter, "Navy") approving the Final EIS/EIR and the Reuse Plan. An additional Supplement to the Final EIS/EIR for the Tustin Ranch Road Interchange Project has been prepared as well as an Addendum to the Final EIS/EIR.

1.1.9. The County reviewed drafts of the Reuse Plan and Specific Plan, the attendant Final EIS/EIR, and other related and supporting documents. The County participated in the formulation of such documents, provided comments, and otherwise fully participated in the process that culminated in the certification of the environmental documents and the adoption and approval of the Reuse Plan and Specific Plan.

1.1.10. Pursuant to the authority provided by the Base Closure Law and the implementing regulations of the Department of Defense (32 CFR Part 174), the Secretary of the Navy, on

behalf of the United States of America, is authorized to convey surplus property at a closing installation to the LRA at no cost for economic development purposes.

1.1.11. In May 2002, the Navy approved that certain *Agreement between the United States of America and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin* (the "Navy Conveyance Agreement"), which sets forth the terms and conditions for the conveyance of a portion of MCAS Tustin by the Navy to the City. On May 13, 2002, in accordance with the Navy Conveyance Agreement, a portion of MCAS Tustin was conveyed by deed to the City (the "City Property").

1.1.12. On or about April 22, 2004, City and the South Orange County Community College District ("SOCCCD") entered into that certain *Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus* (the "City/SOCCCD Agreement"), pursuant to which the City agreed to convey a portion of the City Property to SOCCCD.

1.1.13. Pursuant to the City/SOCCCD Agreement, the City conveyed to SOCCCD fee title to portions of the City Property pursuant to that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 recorded on April 29, 2004 ("2004 Quitclaim Deed").

1.1.14. The County desires to develop the LETC and an animal care center (the "Center") on a portion of the City Property conveyed to SOCCCD (the "County Property").

1.1.15. The County and the South Orange Community College District ("SOCCCD") have entered into that certain *Agreement for the Exchange of Real Property Between the County of Orange and South Orange County Community College District* dated February 7, 2012 ("Exchange Agreement") in order for the County to exchange the Original Parcel for the County Property.

1.1.16. The Exchange Agreement contemplated that the City and County would enter into an agreement prior to the County's use of the County Property for the LETC and Center setting forth the County's obligations under the Reuse Plan and the Specific Plan.

1.2 <u>Definitions; Attachments</u>. Capitalized terms used herein, including in the Exhibits attached hereto, unless otherwise defined herein, shall have the respective meanings specified in the Glossary of Defined Terms attached hereto as Exhibit "A." Unless otherwise indicated, references in this Agreement to sections, paragraphs, clauses, exhibits, attachments and schedules are those contained in or attached to this Agreement and all exhibits and schedules referenced herein are incorporated herein by this reference as though fully set forth in this Agreement.

1.3 <u>General Intent of This Agreement</u>.

1.3.1. Consistent with the Reuse Plan and Specific Plan, the City desires and intends to cooperate with the County and County desires and intends to plan, develop, maintain, and use such property solely and continuously as the LETC and Center or other such use as may be allowed by the Reuse Plan and Specific Plan. County recognizes and acknowledges that pursuant to Government Code Section 54999 *et seq.,* Article XIIID, Section 4(a) of the State Constitution, the California Environmental Quality Act ("CEQA"), and other applicable provisions of state law, the County may be obligated, or may be obligated, to dedicate, install, construct, or otherwise contribute and fund such capital improvements and infrastructure as may be necessary to serve the County Property and any development or use maintained on the County Property, or to otherwise mitigate any adverse impacts development of the County Property may cause or create. The County agrees to comply with all Government Requirements related to such obligations.

1.3.2. The City, acting in its capacity as the LRA, will coordinate with and assist County in its development and use of the County Property as the LETC and the Center provided the City receives assurances from County that the County Property will be developed and used in a manner consistent with the Reuse Plan and Specific Plan and that County will participate in any financing plans or programs the City may devise or implement to fund infrastructure improvements necessary or desirable to provide municipal, utility, and public services to the LETC and the Center, as well as other property and development within the boundaries of the former MCAS Tustin.

1.3.3 The Parties hereto recognize that while the County's current plans for the County Property are for the LETC and the Center that the County may desire to alter the use of the County Property. The Specific Plan provides a process for the City determining authorized uses and, if necessary for amending the Specific Plan. The County agrees that any County requested change in use of the County Property shall be accomplished consistent with Section 4.2.8 of the Specific Plan, and applicable portions of the Reuse Plan, and consistent with the provisions of the Agreement between the SOCCCD and the County, as applicable.

1.4 <u>Purpose of This Agreement</u>.

1.4.1. The purpose of this Agreement is (a) to effectuate the Reuse Plan and Specific Plan through the development of portions of Tustin Legacy as further described herein and (b) to provide for the maintenance of the County Property by County and the construction by County on the County Property of improvements that will support the LETC and Center on the County Property, including necessary infrastructure and other improvements as more particularly described herein.

1.4.2. The purpose of this Agreement is also to ensure that the County Property is planned, developed, maintained and used in a manner consistent with the Reuse Plan and Specific Plan. Subject to the specific provisions set forth in this Agreement, this Agreement is intended to:

1. Identify the planning goals of County and the City for the County Property;

2. Identify the scope and schedule for short-range improvements and long-range development plans for the County Property;

3. Establish a process for meaningful consultation on development and operational issues of mutual concern;

4. Identify capital infrastructure improvements, roadway, existing utility and new utility rights-of-way and easement dedications, as may be needed, and environmental impact report mitigation that will be required of County; and

5. Identify procedures necessary or desirable to implement this Agreement.

1.4.3. An additional purpose of this Agreement is to provide a process whereby the Development/Reuse Regulations and Development Processing Requirements, as described and provided for in Chapter 3 and Chapter 4 of the Specific Plan, and which may not otherwise be applicable to County's use of the County Property under State Law, shall apply to the County Property for the uses described in this Agreement.

1.4.4. This Agreement will ensure the implementation of the Reuse Plan and Specific Plan, eliminate uncertainty in planning, provide for the orderly development of the County Property consistent with the Reuse Plan and Specific Plan, allow installation of necessary or desirable improvements, provide for public services appropriate to the development and use of the County, and generally serve the public interest within the City and the surrounding region.

1.4.5. The Parties acknowledge that the consideration to be received by the City pursuant to this Agreement and the consideration to be received by County hereunder constitute sufficient consideration to support the covenants and agreements of the City and County.

1.5 <u>Description of County Property Affecting This Agreement</u>.

1.5.1. The County Property consists of approximately two (2) parcels totaling ten (10) acres, more or less, located in the City, County of Orange, California as more particularly described on Exhibit "B."

1.6 <u>Federal Requirements Applicable to Tustin Legacy</u>. The Parties acknowledge and agree that this Agreement is entered into as required by the Reuse Plan, Specific Plan, and pursuant to the Base Closure Law. Notwithstanding any provision to the contrary contained herein, this Agreement is and shall be subject to the terms and conditions of the Reuse Plan, the Specific Plan, Base Closure Law, the Federal Deed, including the Environmental Restrictions pursuant to California Civil Code Section 1471 contained therein, and the rights, obligations and remedies of the Federal Government thereunder, as applicable, and nothing contained in this

Agreement shall be construed in a manner that is inconsistent with the rights, obligations and remedies of the Federal Government thereunder.

1.7 Local Requirements.

1.7.1 This Agreement is subject to certain Government Requirements, including the Tustin General Plan, the Reuse Plan, the Specific Plan and any redevelopment plan hereinafter enacted with respect to the County Property.

1.7.2 Notwithstanding any other provision of this Agreement, in the event County processes plans for a particular structure with the California Division of the State Architect ("DSA"), as required or permitted under Section 81130-81149 of the California Education Code, as it may be amended from time to time ("The Field Act"), or by DSA or another State of California agency under another applicable statute that concerns the review and approval of building plans for structures (other than for zoning), then County shall be exempt from processing such plans for a particular structure with the City.

1.7.3 County and the City acknowledge that the foregoing provisions of this Section 1.7 do not limit the City's right (to the extent that such right exists under the Reuse Plan, Specific Plan, Government Requirements or this Agreement) to exercise normal processing, review and approval rights, and collection of normal fees in connection therewith, concerning matters not within DSA's authority, including, but not limited to, plans for grading, drainage, siting of improvements, alterations to a public right-of-way, circulation, parking and utilities connection, and exterior building design.

1.7.4 After approval of Concept Plan approvals and site plan design review approvals as required by Sections 4.2.2 and 4.2.4 of the Specific Plan and not withstanding anything to the contrary in the Reuse Plan or Specific Plan, the County shall be responsible for the plan check and permit process for demolition of existing buildings, if any, and new construction of buildings on the County Property and shall submit plans for City review and comment concurrent with the County plan check submittals as part of the continuous on-going communication process. County agrees to give consideration to all comments received from City on such plans prior to permit issuance and to ensure that County has obtained City plan approvals of grading, demolition and severance of any subsurface structures and existing utility systems and for improvements within the public right-of-way and on-site civil improvements and any required City water quality control ordinance requirements. The City shall be responsible for the grading, subsurface demolition and civil improvement plan check process and certification of the County's compliance with City water quality control plan and ordinance requirements. County shall submit grading, subsurface demolition and civil improvement plans to the City for plan review and City will provide any review comments back to County to be addressed. The Parties each agree to process plan submittals in a timely manner (either as part of the ongoing communication process provided for in Section 4.5 or otherwise).

1.7.5 The City shall exercise its processing, review and approval authority in a manner that does not discriminate against County as compared with other public agencies developing

property within Tustin Legacy, and will follow the City's normal timely review and approval process.

1.8 Not a Development Agreement. This Agreement is not a Development Agreement as provided in Government Code Section 65864 and is not a grant of entitlement, land use approval or vested right in favor of County. The City shall cooperate in good faith, within applicable legal constraints and consistent with applicable City policies, and take such actions as may be necessary and appropriate to effectuate and carry out this Agreement in a timely manner.

2.0 EFFECT OF AGREEMENT IS BINDING

This Agreement, and all of the terms, covenants, obligations, rights, standards, and conditions of this Agreement, shall run with the land comprising the County Property and shall be binding upon and inure to the benefit of the parties and their respective assigns, heirs, other successors-in-interest, lessees, and all other persons or entities acquiring the County Property or any portion thereof or any interest therein. Nothing in this Agreement shall be construed as a dedication or transfer of any right or interest in the title to the County Property, except as otherwise expressly provided in this Agreement. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable law, including, but not limited to, Section 1468 of the California Civil Code. All of the burdens, obligations, duties, rights, and benefits of the Parties under this Agreement (including without limitation the right of County to construct, develop, and maintain the LETC and the Center) shall continue in full force and effect, notwithstanding the completion of all or any portion of the LETC or the Center.

3.0 PLANNING GOALS

3.1 General Planning Goals. The County Property is designated for development and use as the LETC and the Center and is located within and constitutes an integral part of Neighborhood A of the Reuse Plan and Specific Plan. Neighborhood A is part of a broader mix of public-serving uses in an educational environment that includes community college uses, an elementary school site, and County of Orange anticipated facilities including a Regional Law Enforcement Training Facility. The County will plan, develop and maintain the LETC and Center as defined in Exhibit A to this Agreement. The County will use reasonable efforts to plan, develop, and use the County Property in a manner that is supportive of the intent of Neighborhood A and which is compatible with the other uses which may be developed and maintained within Neighborhood A in accordance with the Reuse Plan and the Specific Plan.

3.2 Use of County Property. The Parties acknowledge and agree that the County Property will be conveyed by SOCCCD to the County for use in perpetuity and continuously as an LETC and Center or other uses that may be approved pursuant to the applicable provisions of the Specific Plan. The County represents and agrees that its undertakings pursuant to this Agreement are for the purposes of developing such LETC and Center and not for speculation in land holding or for subsequent sale to other parties. The County acknowledges and agrees that

no voluntary or involuntary successor in interest of the County shall acquire any interest in the County Property or rights or powers under this Agreement except as provided in Article 8.

4.0 DEVELOPMENT AND REUSE

4.1 Development General Requirements. Subject to the applicable provisions of this Agreement, development of the County Property is subject to applicable Governmental Requirements including but not limited to the Tustin General Plan, the Reuse Plan and Specific Plan, the Orange County Flood Control District ("OCFCD") Cooperative Agreement, required mitigation measures contained in the Final EIS/EIR as applicable to the County Property, and any Redevelopment Plan(s) enacted hereafter with respect to the County Property.

4.2 Development Standards. Subject to the applicable provisions of this Agreement, the maximum density and intensity of uses, the general location of uses, the number and size of legal lots, the maximum height and size of the proposed improvements, requirements for the dedication and reservation of land for public purposes and other standards of development applicable to the County shall be in accordance with the provisions applicable to the County Property in Chapter 2, Plan Description, and Chapter 3, Land Use and Development/Reuse Regulations, in the Reuse Plan and Specific Plan.

4.3 Development Process. Except as set forth herein, prior to commencing the use of the County Property or the construction or installation of any improvement on the County Property and subject to the applicable provisions of this Agreement, the County shall comply with the Development Processing Requirements in Chapter 4 of the Specific Plan.

The County shall process all appropriate environmental documents for individual projects as required by CEQA and its implementing regulations. The County shall also notify the City of all projects (as that term is defined by CEQA) on the County Property as required by CEQA.

4.4 Major Improvements. Subject to the applicable provisions of this Agreement, County shall not construct or make or permit the construction or making of any Major Improvements on the County Property without providing the Office of the City Manager and City Community Development Department with all documents and information related to any such Major Improvements ("Construction Documents"), including concept drawings, design development drawings, and final construction designs and specifications. Subject to the applicable provisions of this Agreement, the County shall provide the Community Development Department with the Construction Documents at each phase of the development and drafting process, or upon a reasonable request by the Tustin's City Manager's Office or by the Community Development Department. Subject to the applicable provisions of this Agreement, the City may provide comments to any Construction Documents and the County agrees to give full consideration to all such comments received by the County within thirty (30) business days following receipt by the Community Development Director of the applicable Construction Documents and the County shall not begin construction of the Major Improvement(s) under review by the City prior to the expiration of such thirty (30) business day review period.

4.5 Development Coordination. During the planning and development of the LETC and the Center on the County Property, the County shall endeavor to hold regular meetings, at least quarterly, with City representatives including the Assistant City Manager and the Community Development Director, and their representatives, to discuss the planning, development, and operational issues of mutual concern, including the preparation, submission and review of concept plans, design development drawings and Construction Documents. Such meetings shall serve as a forum for exchange of information concerning the design and development of the LETC and the Center as well as provide the opportunity for the City to advise the County of other development issues which may affect the County Property.

4.6 Existing Structures and Other Improvements. Subject to the requirements of Chapter 3 of the Reuse Plan, the County shall demolish or upgrade existing structures on the County Property to conform to the Uniform Building Code, as amended by the City, State of California Title 24 Access Compliance (handicapped provisions), and the requirements of the Americans with Disabilities Act ("ADA"), as applicable. Existing buildings, open space areas, and other improvements on the County Property shall be demolished or upgraded in accordance with Chapter 3 of the Specific Plan.

4.7 Utilities and Infrastructure.

4.7.1 Backbone Infrastructure Improvements.

4.7.1.1 The County acknowledges and agrees that the development of the County Property, together with the development of the remainder of Tustin Legacy, will require the funding and construction of backbone infrastructure improvements located off the County Property, including Tustin Legacy road improvements, traffic and circulation improvements, flood control channels and retention basins, and lighting and landscaping ("City's Tustin Legacy Backbone Infrastructure Program").

4.7.1.2 Except for lighting and landscaping backbone infrastructure which may be funded by a City assessment district, the City hereby waives and agrees to relieve the County of its fair share obligation for the City's Tustin Legacy Backbone Infrastructure Program, whether funded by City Community Facilities District(s), by City Assessment District(s), or by City capital facilities fees, provided that such LETC and Center continues to be owned by the County and is not privatized and the County Property is not subject to County possessory interest taxes. The County agrees to cooperate with City to form an assessment district for lighting and landscaping, and to include the County Property in such district, and agrees to the imposition of assessments on terms that do not discriminate against the County Property as compared with other public agency property in the proposed district.

4.7.1.3 Capital facilities also needed to serve Tustin Legacy are facilities for water (domestic and reclaimed), sewer, electricity, gas, telephone, cable and telecommunications ("Other Entities' Tustin Legacy Backbone Infrastructure Program"). The County shall pay its fair share contribution to the Other Entities' Tustin Legacy Backbone

Infrastructure Program to the full extent permitted by applicable law through connection fees of those entities or as otherwise required by each such entity's rules and regulations for service.

4.7.1.4 This Agreement meets the Final EIS/EIR requirement that any development applicant enter into an Agreement to acknowledge its fair share contribution to funding the construction of backbone infrastructure at Tustin Legacy.

4.7.2 Horizontal Improvements. The County acknowledges and agrees that it shall be responsible for design, installation and construction of all Horizontal Improvements for development of the County Property and as required by the City or other utility providers pursuant to any entitlement conditions, Development Permit, the Reuse Plan, Specific Plan or any other governmental requirement.

4.7.3 Utilities.

4.7.3.1 Provision of Utilities. The County shall be solely responsible for obtaining utility services to serve the County Property. Any separate metering of utilities required by any utility service provider shall be the responsibility of the County. The County shall pay all service charges, and all initial utility deposits and fees, for water, electricity, sewage, janitorial, trash removal, gas, telephone, pest control and any other utility services furnished to the County Property and the improvements on the County Property ("Utilities"). The City shall not be liable for any reason for any loss or damage resulting from an interruption of any of these services. In order to facilitate upgrading of utility systems, the City may designate the provider of Utilities and in such event the County shall use such designated provider; provided that the County shall have no claim against the City, of any type, for any failure of such provider to provide such service, and the County's remedy, if any, shall be limited to such provider.

4.7.3.2 Pre-existing Utility Systems. The County acknowledges and agrees that pre-existing water, electric, sewer, natural gas, and storm drainage systems may be present on the County Property ("Utility Systems"), that such Utility Systems are no longer operational, and that such Utility Systems will be transferred to County from the SOCCCD as related personal property by a bill of sale as part of the implementation of the Exchange Agreement and any escrow closings in conjunction with that transaction. As part of any future development, the County will be required to demolish and/or abandon and replace the Utility Systems with new systems as part of the planned development and reuse of the County Property. Recognizing that the Utility Systems may have connected to other former Utility Systems at the former MCAS Tustin, and that there might be hazards with altering the systems, the County, its employees, agents, or contractors, shall not alter, modify, repair, replace, or relocate any part of the Utility Systems without consulting with the City. The County shall be responsible for all costs related to such alteration, modification, repair, replacement, or relocation. Provision of new backbone Utility Systems at the former MCAS Tustin to support new development is a priority to the City. In the event of any conflicts, the City shall not be liable for any loss or damage resulting from the disconnection or interruption of utility services to the County or any interference with the County's use of the County Property necessitated by such activities. The determination to

disconnect or interrupt any utility service or interfere with the County's use of the County property may be necessitated in the event of construction coordination issues associated with provision of new backbone Utility Systems. In such the case that the City is aware of such potential anticipated disruption, City will provide County with 72 hours prior notice of such determination, except in the case of utility breakages and emergency interruptions not within the control of the City.

5.0 CONSENT TO REGULATION AND FINANCING

5.1 <u>County Consent to Regulation</u>. Subject to the applicable provisions of this Agreement, the County acknowledges and consents to the City's regulation of the development and the use of the County Property in accordance with Government Requirements and Specific Plan provisions applicable to the County Property, notwithstanding any other provision of state law or equity to the contrary, including any principle or right of sovereignty or preemption that may otherwise inure to the benefit of the County under the laws of the State of California. The County acknowledges that its compliance with the regulatory program as described in this Agreement is required by the Reuse Plan and Specific Plan and is a primary inducement in securing the conveyance of the County Property from the United States, and in the City's support and approval of such conveyance.

5.2 <u>Consent to Financing</u>. The County consents to and agrees to participate in any Funding Process the City may initiate to finance the Tustin Legacy Backbone Infrastructure Program provided the terms of such Funding Process are consistent with the terms of Section 4.7.1.2 of this Agreement and do not discriminate against the County Property as compared with other public agency property within Tustin Legacy.

5.3 <u>No Opposition</u>. The County has reviewed the Reuse Plan and Specific Plan, as of the date of this Agreement, and agrees not to oppose any proposed, approved, or existing uses at the former MCAS Tustin which are consistent with the Reuse Plan or Specific Plan.

6.0 ENVIRONMENTAL PROVISIONS

6.1 <u>Environmental Mitigation</u>. The County shall install, contribute, dedicate, improve, or otherwise provide all necessary Environmental Mitigation as applicable for the use and development of the County Property. Such mitigation shall be fully installed or completed as identified in the Final EIS/EIR, as may be amended by an EIS/EIR Addendum, a Supplemental EIS/EIR, or other further environmental documentation. Any Environmental Mitigation required for development may be as described in the Final EIS/EIR, any EIS/EIR Addendum or Supplemental EIS/EIR or other further environmental documentation.

6.2 <u>Adequacy of the EIS/EIR</u>. The County acknowledges that the Final EIS/EIR, as amended (by either Supplements or Addendum) program document is a program level environmental document governing this Agreement and the development of the County Property, provided such development is consistent with the program description for the County Property contained in the Final EIS/EIR, the Reuse Plan and Specific Plan. The County acknowledges

and agrees that it is also required to comply with all requirements of CEQA and its implementing regulations in adopting the program document and may be required to conduct additional required supplemental documentation for the development of the County Property and for individual projects on the County Property.

6.3 As Is, Where Is, With all Faults.

6.3.1 County acknowledges and agrees that County has examined the County Property and will accept the County Property from SOCCCD pursuant to the Exchange Agreement in a condition as set forth therein. County further acknowledges and agrees, except as otherwise provided in this Agreement, that the City has not made and does not make and specifically negates and disclaims any representations, warranties, promises, agreements or guarantees of any kind or character, whether express or implied, oral or written, past, present or future, whether by the City or any of its agents, elected or appointed officials, or representatives or employees.

6.3.2 Environmental Condition of County Property; Restrictions. County acknowledges and agrees that the acquisition of the County Property by County from SOCCCD will be subject to other conditions, restrictions, and clauses contained in many of the environmental reports prepared for the County Property, including without limitation the Navy Conveyance Agreement, the City/SOCCCD Agreement, the Exchange Agreement, the Environmental Baseline Study ("EBS"), the Finding of Suitability to Transfer ("FOST"), any quitclaim deed for the County Property from the Navy to the City, any deed from the City to SOCCCD, any deed from SOCCCD to the County, and the EIS/EIR ("Environmental Reports"), and that the City has provided, or provided access to, all such Environmental Reports known to the City.

7.0 COVENANTS AND RESTRICTIONS

7.1 Use Covenant. The County covenants for itself and its successors that the County, and its successors, shall use the County Property only for the LETC and Center or other uses as may be approved pursuant to applicable provisions of the Specific Plan uses specified in Section 3.0 of this Agreement. Pursuant to the MCAS Tustin Specific Plan accessory uses and structures may be authorized by the City when customarily associated with and subordinate to the authorized use.

7.2 Maintenance Covenant. From and after the date of acquisition by the County of any portion of the County Property, the County and its successors shall: (i) maintain the portions of the County Property owned by it in a clean and weed-free condition; (ii) maintain any improvements on the County Property under construction consistent with construction industry practice; and (iii) upon completion of all or any portion of improvements, maintain improvements in the same aesthetic and same condition or better as the condition of the improvements at the time a certificate of occupancy is issued on the improvements, reasonable wear and tear excepted.

7.3 Non-Discrimination and Equal Opportunity.

7.3.1 The County covenants and agrees, for itself and its successors, that (a) it shall not discriminate against any employee or applicant for employment on any basis prohibited by law and (b) it has received and read, understands and agrees to be bound with respect to the entirety of the County Property by the Non-Discrimination Covenant contained in the Navy Deed.

7.3.2 The County shall provide equal opportunity in all employment practices.

7.3.3 Obligation to Refrain from Discrimination. The County covenants and agrees for itself and its successors that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the use, occupancy, tenure, or enjoyment of the County Property nor shall the County itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, sub-lessees or vendees of the County Property.

8.0 CHANGES TO OWNERSHIP AND CONTROL BY COUNTY

8.1 Restrictions on Rights and Powers Under Agreement. County agrees that no voluntary or involuntary successor in interest of County shall acquire any rights or powers under this Agreement or in the County Property except as set forth in Article 8.

8.2 Restrictions on Transfer. County and its successors-in-interest shall not effect, or agree to effect, any transfer, sale, assignment, gift or other conveyance of all or any portion of the County Property or any interest herein, or any right or interest under this Agreement, whether voluntarily, involuntarily, or by operation of law or otherwise (collectively, a "Transfer"), unless such Transfer is a permitted transfer ("Permitted Transfer"). A Permitted Transfer shall mean only any of the following:

(a) Any mortgage, deed of trust, pledge, hypothecation or other similar transfer (including sale-leaseback financing transactions) for the purpose of providing security for the repayment of indebtedness and related obligations incurred to finance or refinance the acquisition, development or construction of the County Property or improvements thereon in accordance with the provision of this Agreement, provided, that such mortgage, deed of trust, pledge, hypothecation or other similar transfer (including sale-leaseback financing transactions) shall be subordinate to this Agreement.

(b) Granting of easements or similar rights to public utilities or governmental or quasi-governmental entities in the ordinary course of development or operation of the County Property in accordance with the provisions of this Agreement.

(c) Leases or subleases for use of the County Property for the purposes set forth in this Agreement and the Specific Plan.

(d) The transfer of the County Property or an interest in the County Property by the County to another governmental or public entity, as long as the purpose of such transfer is to put into effect the currently permitted uses of the County Property under this Agreement and the Specific Plan. In the event of such a Permitted Transfer, the County's successor shall be bound by the terms of this Agreement.

(e) Any other Transfer as to which the County or its successor in interest receives the prior written consent of the City.

8.3 Other Transfers. For the purposes of this Agreement, "Transfer" also shall include any of the following:

(a) If County is or becomes bankrupt or insolvent or if any involuntary proceeding is brought against County (unless, in the case of a petition filed against County, the same is dismissed within ninety (90) days), or County makes an assignment for the benefit of creditors, or institutes a proceeding under or otherwise seeks the protection of federal or State bankruptcy or insolvency laws, including the filing of a petition for voluntary bankruptcy or instituting a proceeding for reorganization or arrangement;

(b) If a writ of attachment or execution is levied on this Agreement or on the County Property, or on any portion thereof, where such writ is not discharged within ninety (90) days; or

(c) If, in any proceeding or action in which a Party is a party to such proceeding or action, a receiver is appointed with authority to take possession of the County Property, or any portion thereof, or any improvements thereon, where possession is not restored to the Party within ninety (90) days.

8.4 Remedies for Improper Transfers. The City shall be deemed a third party beneficiary to those restrictions contained in the Exchange Agreement, the Navy Conveyance Agreement, this Agreement and the deed conveying the County Property to the County. In the event of a Transfer in violation of the Exchange Agreement, the Navy Conveyance Agreement, this Agreement, or the deed conveying the County Property to the County, the City shall have all remedies available to it at law and in equity, including, but not limited to, the right to enjoin any improper Transfer.

9.0 INDEMNIFICATION AND ENVIRONMENTAL PROVISIONS

9.1 County's Indemnification. The County shall indemnify, protect, defend, assume all responsibility for and hold harmless the City and its appointed and elected officials, employees, contractors, representatives and agents (collectively referred to as the "Indemnified Parties"), from and against any and all Claims resulting or arising from or in any way connected with the following, provided the County shall not be responsible for (and such indemnity shall not apply to) the gross negligence or willful misconduct of the Indemnified Parties:

A. The County's use of the County Property in any way;

B. Any other activities of the County on the County Property or off-site by the County to support the use of the County Property;

C. Any plans or designs for Improvements on the County Property or off-site by the County to support the use of the County Property prepared by or on behalf of the County, including any errors or omissions with respect to such plans or designs;

D. Any loss or damage to the City resulting from any inaccuracy in or breach in any representation or warranty of the County made under this Agreement, or resulting from any breach or default by the County under this Agreement; or

E. Any development or construction of improvements on the County Property or off-site by the County to support the use of the County Property, whether regarding quality, adequacy or suitability of the plans, any labor, service, equipment, or material furnished to the County Property, any person furnishing the same or otherwise.

9.2 Barranca Channel Indemnification. The County agrees to the extent permitted by law to indemnify and defend the City and the OCFCD against any and all claims, loss, liability or damages arising from damage to property or injury to persons resulting from flooding and/or erosion within the County Property resulting from the County's activities on the County Property or off-site to support the use of the County Property. The County shall ensure that it has adequate assets in existence to fund this obligation. These defense and indemnity obligations do not extend to any loss, liability, or damages established by a court of competent jurisdiction to be caused by City's or OCFCD's negligence or willful misconduct in the design or maintenance of existing flood control improvements in the Barranca Channel, provided the failure to improve the Barranca Channel in the drainage area of the County Property will not constitute negligence or willful misconduct on the part of the City or the OCFCD.

9.3 Environmental Indemnification. Effective as to the County Property, the County shall, to the maximum extent permitted by law, indemnify, protect, defend, assume all responsibility for and hold harmless the Indemnified Parties from and against any and all Claims resulting or arising from or in any way connected with the existence, release, threatened release, presence, storage, treatment, transportation and/or disposal of any Hazardous Materials at any time on, in, under, from, or about or adjacent to any portion or portions of the County Property to the extent that County is undertaking activities off-site to support the use of the County Property), regardless whether any such condition is known or unknown now or upon acquisition and regardless of whether any such condition pre-exists acquisition or is subsequently caused, created or occurring, provided, consistent with applicable laws and regulations, however, that the County shall not be responsible for (and such indemnity shall not apply) to the gross negligence or willful misconduct of the Indemnified Parties. This environmental indemnity shall be included in any recorded short form of this Agreement against said lands and shall be binding

upon successors of the County owning all or any part thereof in accordance with Section 9.3 of this Agreement.

9.3 Duration of Indemnities. The indemnities set forth in this Section 9 shall survive any termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to the County and its successors.

10.0 REPRESENTATIONS

10.1 City. The City hereby represents to the County that on and as of the date of this Agreement, the City has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the City pursuant hereto, and all required action and approvals therefore have been duly taken and obtained for this Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the City shall be duly authorized to sign the same on the City's behalf and to bind the City thereto. This Agreement and all documents to be executed pursuant hereto by the City are and shall be binding upon and enforceable against the City in accordance with their respective terms.

10.2 County. The County hereby represents to the City that on and as of the date of this Agreement, the County has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the County pursuant hereto, and all required action and approvals therefore have been duly taken and obtained for the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the County shall be duly authorized to sign the same on the County's behalf and to bind the County thereto. This Agreement and all documents to be executed pursuant hereto by the County are and shall be binding upon and enforceable against the County in accordance with their respective terms.

11.0 NOTICE

Notices shall be deemed sufficient under this Agreement if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the City: City of Tustin
300 Centennial Way
Tustin, CA 92780
Attn: City Manager & Assistant City Manager

	City of Tustin 300 Centennial Way Tustin, CA 92780 Attn: David Kendig, City Attorney
With a copy to:	George Schlossberg, Esq. Kutak Rock LLP 1101 Connecticut Avenue, NW Suite 1000 Washington, D.C. 20036
If to County:	Thomas G. Mauk County Executive Officer County of Orange Hall of Administration 10 Civic Center Plaza Santa Ana, CA 92701-4062
With a copy to:	Steve Franks, Director OC Community Resources 1770 N. Broadway Santa Ana, CA 92706

12.0 SHORT FORM NOTICE OF AGREEMENT

Upon execution of this Agreement, the City and the County shall execute the Short Form Notice of Agreement attached hereto as Exhibit "C". The Short Form Notice of Agreement shall be recorded in the Official Records of the County of Orange, California immediately following the execution of this Agreement. The Short Form Notice of Agreement shall be in a form approved by the City and the City Attorney.

13.0 MISCELLANEOUS PROVISIONS

13.1 No amendment, change, modification or supplement to this Agreement shall be valid and binding on any of the Parties unless it is represented in writing and signed by each of the Parties hereto.

13.2 The covenants, representations and warranties contained in this Agreement shall survive any investigation made by any Party hereto and the closing of the transactions contemplated hereby.

13.3 The Parties shall fully cooperate with each other in attaining the purposes of this Agreement and shall take any additional acts or sign any additional documents as may be necessary or appropriate as related thereto.

13.4 In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any Party, with the view of preserving and protecting the intent and purposes of the Reuse Plan and Specific Plan, it being agreed that the Parties or their agents have all participated in the preparation of this Agreement.

13.5 No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the Party making the waiver.

13.6 The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and the subsequent owner(s) of all or any portion of the County Property and their respective successors. There are no third-party beneficiaries to this Agreement, and neither Party shall have any right to assign its rights under this Agreement except for the City's right to assign this Agreement to a city or other governmental entity that succeeds to the City's jurisdictional authority concerning the City Property.

13.7 This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

13.8 All attachments to this Agreement, including all Exhibits, the references such as Reuse Plan and Specific Plan are incorporated as a part of this Agreement, as though fully set forth.

13.9 Each of the Recitals is incorporated into this Agreement.

13.10 All references to the Parties shall include all officials, officers, personnel, employees, agents, assigns, and subcontractors of the Parties.

13.11 This Agreement, together with the exhibits attached hereto and the Reuse Plan and Specific Plan, is intended by the Parties to be the final expression of their agreement with respect to the subject matter of this Agreement and the complete and exclusive statement of the terms of this Agreement between the Parties, and supersedes any prior understandings between the Parties, whether oral or written.

13.12 The failure of either Party to insist, in any one or more instances, upon strict performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of such Party's right to future performance of this Agreement, but the obligations of the other Party with respect to such future performance shall continue in full force and effect. Whenever the terms of this Agreement call for one Party to approve an action or make a determination before the other Party may undertake or perform such action, said approval or determination shall not be unreasonably denied or delayed.

14.0 LIST OF EXHIBITS

A. Glossary of Defined Terms
B. Description of County Property
C. Short Form Notice of Agreement

[Signature Page Follows]

CITY OF TUSTIN/COUNTY OF ORANGE AGREEMENT
Page 20.

The Parties have each executed this Agreement as of the date first written above.

CITY OF TUSTIN

BY: _____
Jeffrey Parker, City Manager

ATTEST:

BY: _____
Pamela Stoker
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

COUNTY OF ORANGE

BY: _____
Chair, Board of Supervisors
Orange County, California

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD OF SUPERVISORS PER GC § 25103, RESO. 79-1535

_____
Susan Novak
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____

4836-4593-4352.1

Exhibit A

Glossary of Defined Terms

"Agreement" means this Agreement, the exhibits to this Agreement, and the MCAS Tustin Specific Plan/Reuse Plan.

"Business Day(s)" means any day on which City Hall is open for business and shall specifically include Fridays when City Hall is officially closed, Saturday, Sunday or a legal holiday.

"CEQA" means the California Environmental Quality Act and implementing regulations and guidelines, contained in Cal. Public Resources Code Section 21000 et seq., and Cal. Code of Regulations, title 14, Section 15000 et seq.

"City" means the City of Tustin.

"Claim" or "Claims" means any and all claims, actions, causes of action, demands, orders, or other means of seeking or recovering losses, damages, liabilities, costs, expenses (including attorneys' fees, fees of expert witnesses, and consultants' and court and litigation costs), fines, penalties, liens, taxes, or any type of compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen.

"Community Development Director" means the Community Development Director of the City of Tustin.

"County" means the County of Orange.

"County Property" means the real property located within the bounds of MCAS Tustin that was conveyed to the County by the SOCCCD, and as legally defined in Exhibit B.

"Development Processing Requirements" means the processing procedures and requirements contained in Chapter 4 of the MCAS Tustin Specific Plan/Reuse Plan, "Specific Plan Administration" and as may be amended from time to time.

"Development/Reuse Regulations" means the applicable land use and development/reuse regulations contained in Chapter 3 of the MCAS Tustin Specific Plan/Reuse Plan, as may be amended from time to time, including without limitation, height and size of proposed buildings, rules applicable to landscaping, zoning, subdivisions, setbacks, density or intensity of use, exactions, timing of development, dedication and reservation of land for public purposes, signage, growth management, traffic demand management consistent with the Trip Budget Tracking System established as part of the EIS/EIR and Specific Plan, and design criteria and guidelines of the City including references in Chapters 2 and 3 to applicable requirements in the Tustin City Code.

"EIS/EIR" means the Joint Final Environmental Impact Statement/Environmental Impact Report prepared and certified for the MCAS Tustin Specific Plan/Reuse Plan, as may be subsequently amended by Supplement or Addendum, and other related discretionary entitlement actions for which the City is the Lead Agency.

"Environmental Mitigation" means the improvements, dedications, applicable payments in lieu of improvements, and the implementation, installation, and/or performance of measures or tasks attributed to the development and use of the County Property that have been identified in the EIS/EIR, as amended (by Supplement or Addendum), or any subsequent required environmental documentation/assessment or pursuant to any Funding Process or identified as a mitigation measure in the EIS/EIR or any subsequent required environmental documentation/assessment which should or will be imposed as a condition of approval of any development on the County Property through any environmental documentation/assessment of any development on the County Property subsequent to the date of this Agreement.

"Federal Law" means all applicable statutes, rules, regulations, and orders of the United States relating to the realignment and closure of military bases, including, but not limited to, the National Defense Authorization Act for fiscal year 1999, the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, and the National Defense Authorization Act for fiscal year 2000, and the regulations promulgated thereunder, including, but not limited to, 32 CFR Parts 174 and 175, as they currently exist or as may be amended and applicable to this Agreement.

"Funding Process" means any plan or program for the financing of public improvements authorized or allowed under any law, including but not limited to Government Code Section 54999 *et seq.*, and Article XIIID, Section 4(a) of the State Constitution, which the City of Tustin may initiate.

"Government Requirements" shall mean all laws, statutes, codes, ordinances, rules, regulations, standards, guidelines and other requirements applicable to the County Property, including the Tustin City Code, issued by any governmental authority having jurisdiction over the Parties, the County Property, or any development project on the County Property, or any component thereof except as otherwise set forth in this Agreement.

"Horizontal Improvements" means the on site and off site infrastructure improvements and utilities and dedications, or any applicable payments in lieu of improvements, which are the full required obligation of the County and are required to be constructed or installed on or in connection with development of the County Property, including all public and private streets, roadways, drives, alleyways, sidewalks and all utilities required for the development of the County Property or to connect to off site infrastructure (e.g., utility connections); provided, however, that Horizontal Improvements shall not include the Tustin Legacy Backbone Infrastructure Program.

"LRA" means the Local Redevelopment Authority as such term is used and defined pursuant to Federal Law.

"Major Improvements" means any improvements, alterations, reconstruction repairs, replacements, additions or changes (collectively the "Changes") that (i) equal an aggregate of 1,000 square feet or more of floor area, (ii) constitute a physical site change, (iii) constitute construction or Changes to the roofs, exterior stucco or siding, windows or architecture of buildings on the County Property, or (iv) would normally require a plan check by the State Architects office.

"MCAS Tustin" means the former Marine Corps Air Station at Tustin, California.

"Reuse Plan" means the MCAS Tustin Specific Plan/Reuse Plan dated October 16, 1996, including as a part thereof an Errata dated September 1998, and as such MCAS Tustin Specific Plan/Reuse Plan as may be adopted and amended from time to time.

"SOCCCD" means the South Orange Community College District.

"Specific Plan" means the MCAS Tustin Specific Plan/ Reuse Plan dated October 16, 1996, including as a part thereof an Errata dated September 1998, as such MCAS Tustin Specific Plan/Reuse Plan as may be adopted and amended from time to time.

Legal Description
County Property
(SOCCCD EXCHANGE PARCEL-FEE PORTION)
(Being a portion of Parcel I-E1.1, Inst. No. 2004000369376, O.R.)

In the City of Tustin, County of Orange, State of California, being that portion of Block 10 of Irvine's Subdivision as shown on the map filed in book 1, page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Surveys, all of records of said County, described as follows:

For the purpose of this description the following two Control Lines are hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°37'39" East between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 05°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 87.02 feet through a central angle of 03°33'41"; thence continuing along said curve 47.38 feet through a central angle of 01°56'20"; thence South 49°19'54" East 424.17 feet; thence continuing South 49°19'54" East 162.79 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to its intersection with Control Line "**B**".

Control Line "B"

Beginning at its intersection with Control Line "**A**"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southwesterly along said curve 828.03 feet through a central angle of 33°53'13"; thence continuing southwesterly along said curve 441.51 feet through a central angle of 18°04'06"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 177.54 feet to a point hereinafter to be referred to as Point "**A**"; thence continuing South 39'10'31" West 985.65 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.93 feet through a central angle of 34°29'48"; thence South 40°40'20" West 437.45 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

Legal Description
County Property
(SOCCCD EXCHANGE PARCEL-FEE PORTION)

Commencing at the hereinabove described Point "**A**", thence leaving said Control Line "**B**" North 33°57'12" West 48.07 feet to the most southerly corner of Parcel IV-J-6 as shown on a document recorded May 14, 2002 as Instrument No. 2002040590,Official Records; thence continuing North 33°57'12" West 70.07 feet; thence North 09°21'06" East 300.94 feet to the **TRUE POINT OF BEGINNING;** thence North 50°49'29" West 398.40 feet; thence South 40°39'15" West 88.79 feet to a point on the northerly line of Parcel II-F-2 as shown on the aforementioned Instrument No. 2002040590, Official Records; thence North 50°08'15" West 157.68 feet; thence South 39°51'45" West 231.82 feet; thence North 49°20'45" West 207.05 feet; thence North 40°39'15" East 629.62 feet; thence South 51°29'39" East 566.92 feet to the westerly line of aforementioned Parcel IV-J-6; thence South 09°21'06" West 371.97' along said westerly line to the **TPOB.**

Containing 6.68 acres, more or less

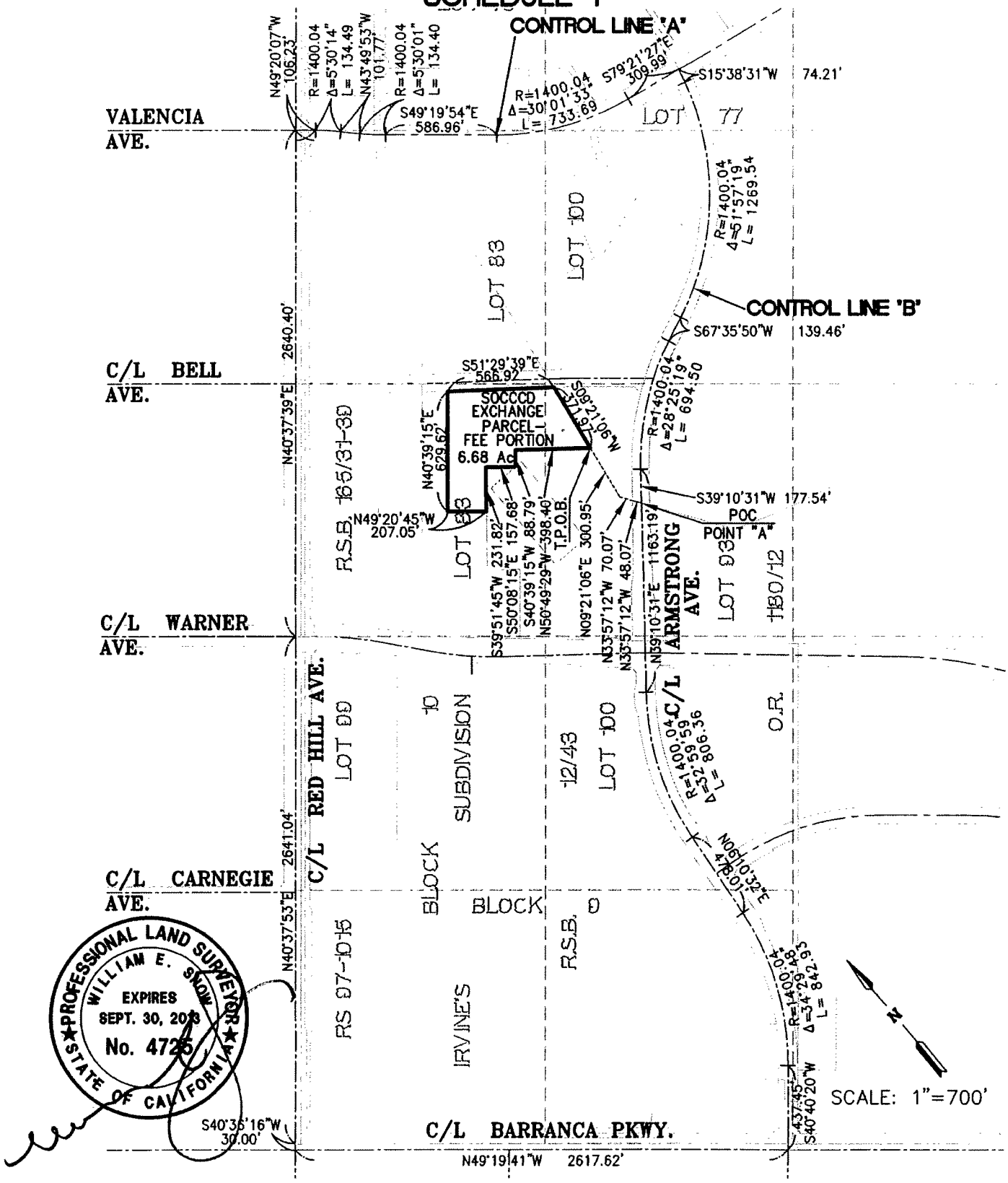
Schedule "1 and 2" attached and by this reference made a part hereof.

07/27/12

WILLIAM E. SNOW DATE
P.L.S. NO. 4725
REG. EXP: 09/30/13

PROFESSIONAL LAND SURVEYOR
WILLIAM E. SNOW
No. 4725
Exp. 09/30/13
STATE OF CALIFORNIA

SCHEDULE "1"



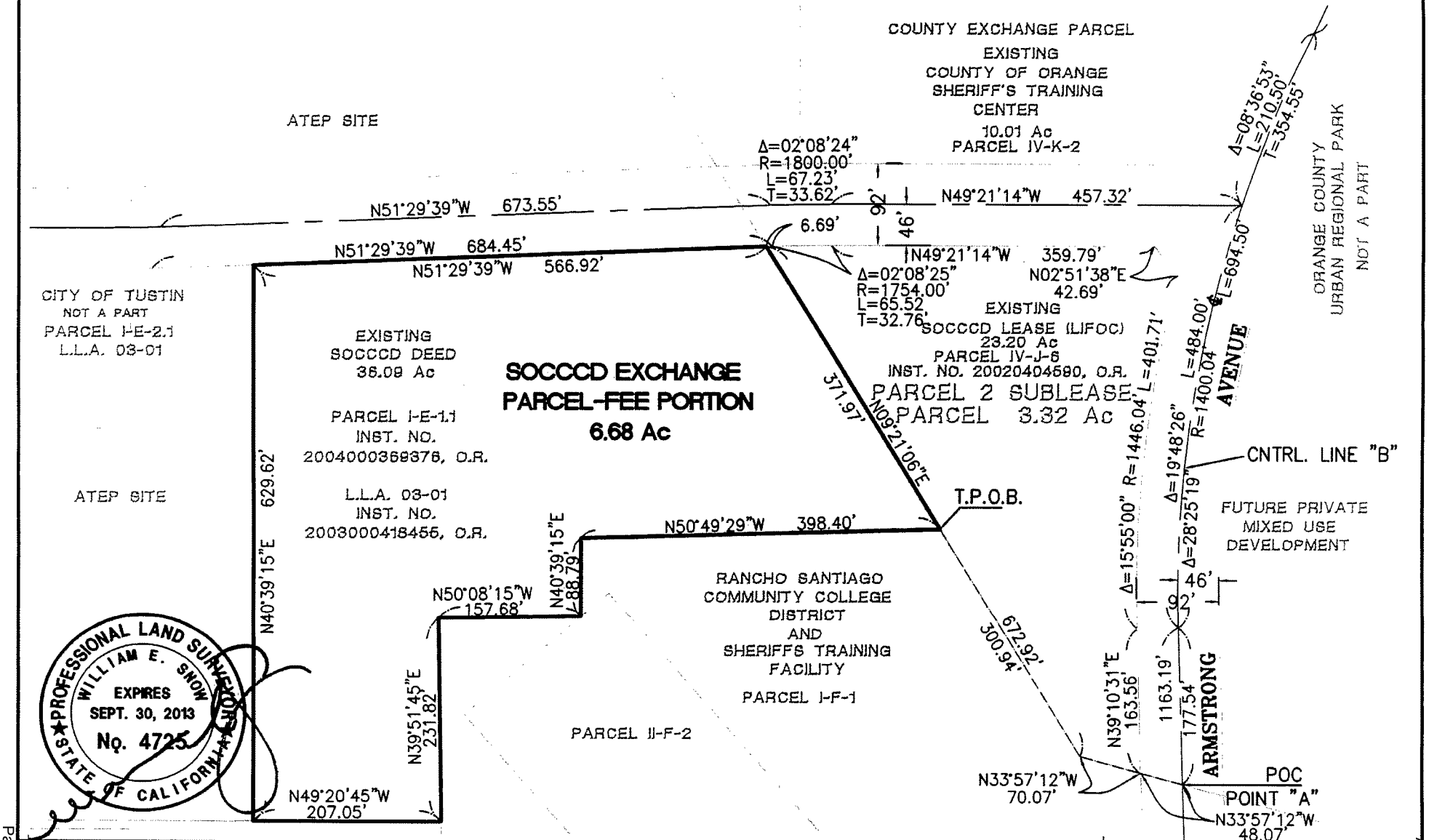
PENCO ENGINEERING, INC.
Civil Engineering
Planning
Surveying

16842 Von Karman
Suite 150
Irvine, California 92606
(949) 753-8111

SCHEDULE "1"
PLAT ACCOMPANY LEGAL DESCRIPTION
COUNTY PROPERTY (SOCCCD EXCHANGE PARCEL- FEE PORTION)

SCALE:	AS-SHOWN
DRAWN BY:	LVR
CHECKED BY:	WES
DATE:	07/23/12
JOB No.	03353.02

SCHEDULE "2"



PENCO ENGINEERING, INC.
Civil Engineering
Planning
Surveying

16842 Von Karman
Suite 150
Irvine, California 92606
(949) 753-8111

SCHEDULE "2"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
COUNTY PROPERTY (SOCCCD EXCHANGE PARCEL– FEE PORTION)

SCALE:	AS-SHOWN
DRAWN BY:	LVR
CHECKED BY:	WES
DATE:	07/23/12
JOB No.	03353.02

Legal Description
County Property
(SOCCCD EXCHANGE PARCEL-SUBLEASE PORTION)
(Being a portion of Parcel IV-J-6, Inst. No. 20020404590, O.R.)

In the City of Tustin, County of Orange, State of California, being that portion of Block 10 of Irvine's Subdivision as shown on the map filed in book 1, page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Surveys, all of records of said County, described as follows:

For the purpose of this description the following two Control Lines are hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°37'39" East between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 05°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 87.02 feet through a central angle of 03°33'41"; thence continuing along said curve 47.38 feet through a central angle of 01°56'20"; thence South 49°19'54" East 424.17 feet; thence continuing South 49°19'54" East 162.79 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to its intersection with Control Line "**B**".

Control Line "B"

Beginning at its intersection with Control Line "**A**"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southwesterly along said curve 828.03 feet through a central angle of 33°53'13"; thence continuing southwesterly along said curve 441.51 feet through a central angle of 18°04'06"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 177.54 feet to a point hereinafter to be referred to as Point "**A**"; thence continuing South 39'10'31" West 985.65 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.93 feet through a central angle of 34°29'48"; thence South 40°40'20" West 437.45 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

Legal Description
County Property
(SOCCCD EXCHANGE PARCEL-SUBLEASE PORTION)

Commencing at the hereinabove described Point "**A**", thence leaving said Control Line "**B**" North 33°57'12" West 48.07 feet to the **TRUE POINT OF BEGINNING** and the most southerly corner of Parcel IV-J-6 as shown on a document recorded May 14, 2002 as Instrument No. 2002040590,Official Records; thence continuing North 33°57'12" West 70.07 feet; thence North 09°21'06" East 672.92 feet; thence South 51°29'39" East 6.69 feet to the beginning of a curve concave southwesterly having a radius of 1,754.00 feet; thence southeasterly along said curve 65.52 feet through a central angle of 02°08'25"; thence South 49°21'14" East 359.79 feet; thence South 02°51'38" West 42.69 feet to the beginning of a non tangent curve concave southeasterly having a radius of 1,446.04 feet, a radial line of said curve to said point bearing North 34°54'29" West, said curve being concentric with and 46.00 feet northwesterly of said Control Line "**B**"; thence southwesterly along said curve 401.71 feet through a central angle of 15°55'00"; thence tangent to said curve, along a line parallel with and 46.00 feet northwesterly of said Control Line "**B**" South 39°10'31" West 163.56 feet to the **POINT OF BEGINNING**.

Containing 3.32 acres, more or less

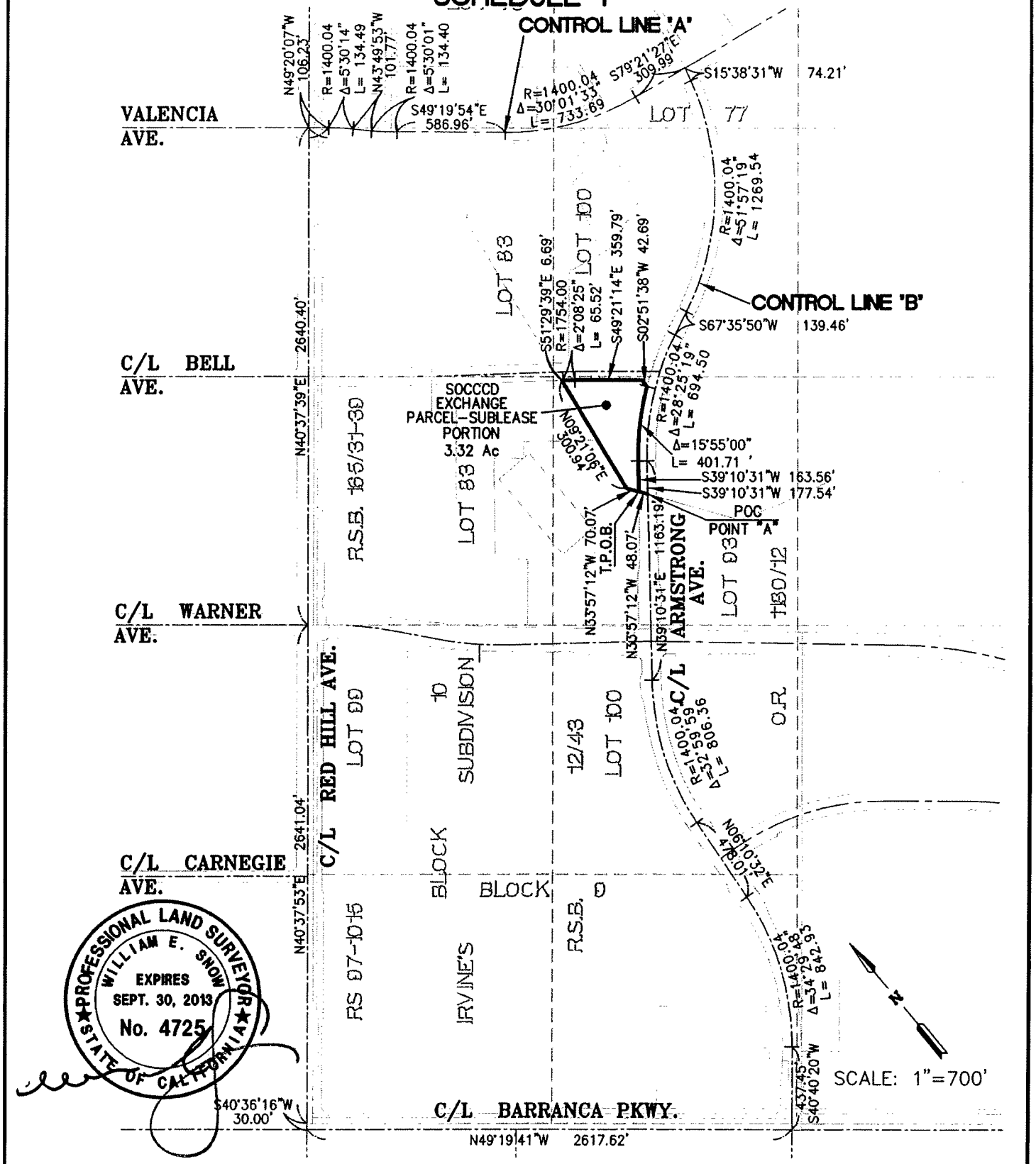
Schedules "1 and 2" attached and by this reference made a part hereof.

07/27/12

WILLIAM E. SNOW DATE
P.L.S. NO. 4725
REG. EXP: 09/30/13

PROFESSIONAL LAND SURVEYOR
WILLIAM E. SNOW
No. 4725
Exp. 09/30/13
STATE OF CALIFORNIA

SCHEDULE "1"



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Civil Engineering
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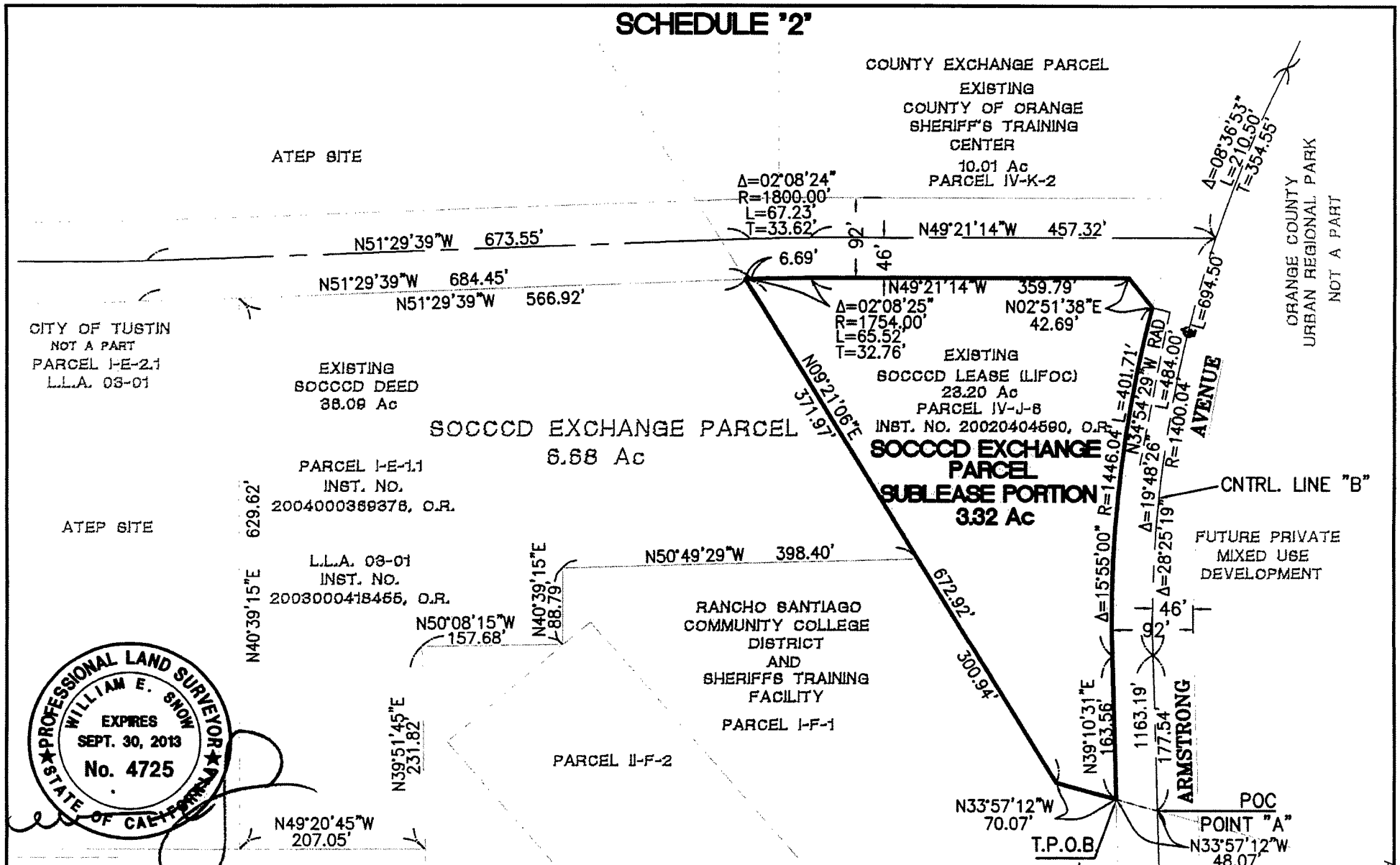
Surveying

16842 Von Karman
Suite 150
Irvine, California 92606
(949) 753-8111

SCHEDULE "1"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
COUNTY PROPERTY (SOCCCD EXCHANGE PARCEL-SUBLEASE PORTION)

SCALE:	AS-SHOWN
DRAWN BY:	LVR
CHECKED BY:	WES
DATE:	07/23/11
JOB No.	03353.02

SCHEDULE "2"



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Civil Engineering
Planning
Surveying

16842 Von Karman
Suite 150
Irvine, California 92606
(949) 753-8111

SCHEDULE "2"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
COUNTY PROPERTY (SOCCCD EXCHANGE PARCEL– SUBLEASE PORTION)

SCALE: AS-SHOWN	
DRAWN BY:	LVR
CHECKED BY:	WES
DATE:	07/23/12
JOB No.	03353.02

CITY OF TUSTIN
OFFICIAL BUSINESS

Recording requested by and when recorded mail to:

Jeffrey Parker, City Manager
The City of Tustin
300 Centennial Way
Tustin, CA 92780

Space Above This Line Reserved for Recorder's Use

SHORT FORM NOTICE OF AGREEMENT

THIS SHORT FORM NOTICE is executed this ____ day of _____, 2016 (the "**Execution Date**"), by and between the **CITY OF TUSTIN** (**"City"**), a municipal corporation organized under the laws of the State of California, acting in its capacity as the Local Redevelopment Authority for the former Marine Corps Air Station Tustin, California, and the **COUNTY OF ORANGE** ("County"), a political subdivision of the State of California, acting by and through the OC Community Resources Department. The City and County are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

R E C I T A L S:

WHEREAS:

1. The Parties have entered into that certain *Agreement Between the City of Tustin and the County of Orange Related to a Portion of MCAS Tustin and the Orange County Regional Law Enforcement Training Center/Animal Care Center*, dated September 11, 2012 (the **"Agreement"**), setting forth the terms and conditions of the agreement between the Parties;

2. The MCAS Tustin Reuse Plan (**"Reuse Plan"**) included the Orange County Regional Law Enforcement Training Center (the **"LETC"**), to be located in part on an approximately ten (10) acre parcel of land (**"Original Parcel"**);

3. On May 13, 2002, in accordance with that certain *Agreement between the United States of America and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin* (the **"Navy Conveyance Agreement"**), the Navy conveyed a portion of MCAS Tustin by deed to the City (**"City Property"**);

SHORT FORM NOTICE OF CITY OF TUSTIN/COUNTY OF ORANGE AGREEMENT

4. Pursuant to the *Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus* (the **"City/SOCCCD Agreement"**), the City conveyed to the South Orange County Community College District (**"SOCCCD"**) fee title to portions of the City Property;

5. The County desires to develop the LETC and an animal care center (the **"Center"**) on a portion of the City Property conveyed to SOCCCD (the **"County Property"**);

6. The County and the SOCCCD have entered into that certain Agreement for the Exchange of Real Property Between the County of Orange and South Orange County Community College District dated February 7, 2012 (**"Exchange Agreement"**) in order for the County to exchange the Original Parcel for the County Property;

7. Since the Agreement was entered into, the County and the SOCCCD have entered into that certain Amended and Restated Agreement for the Exchange of Real Property Between the County of Orange and South Orange County Community College District dated _____, 2016 (**"Restated Exchange Agreement"**) providing for the Ground Lease of the County Property to County until such time as the County Property is to be conveyed to the County under the terms of the Restated Exchange Agreement, and this Notice is intended to be recorded concurrently with the recordation of a Memorandum of such Ground Lease;

8. The County will plan, develop, maintain, and use the County Property solely and continuously as the LETC and Center or other such use as may be allowed by the Reuse Plan and Specific Plan;

9. The City, acting in its capacity as the LRA, will coordinate and assist the County in its development and use of the County Property; and

10. The Parties agree to this Short Form Notice which is to be recorded in order that third parties may have notice of the existence of the Agreement and the rights of the Parties under the Agreement.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, the execution and delivery of the Agreement by the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby state and agree as follows:

1. The Parties have executed and delivered the Agreement. Copies of the Agreement are being held by all Parties at their respective addresses.

SHORT FORM NOTICE OF CITY OF TUSTIN/COUNTY OF ORANGE AGREEMENT

2. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Short Form Notice by reference as though written out at length herein, and the Agreement and this Short Form Notice shall be deemed to constitute a single instrument or document. The rights and obligations of the Parties shall be construed solely by reference to the provisions of the Agreement and in the event of any conflict between the provisions of the Agreement and those of this Short Form Notice, the provisions of the Agreement shall control.

3. The Parties hereby acknowledge and declare that the Agreement is intended to apply to County's leasehold interest in the County Property as well as County's anticipated future fee title in the County Property.

4. This Short Form Notice shall inure to the sole benefit of and be binding upon the Parties and their respective successors and assigns.

[SIGNATURE PAGES FOLLOW]

SHORT FORM NOTICE OF CITY OF TUSTIN/COUNTY OF ORANGE AGREEMENT

IN WITNESS WHEREOF, the City of Tustin, California, intending to be legally bound hereby, caused its duly appointed representative to execute this Short Form Notice as of the Execution Date set forth above.

CITY OF TUSTIN

_____
Jeffrey Parker
City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 2016, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____
Signature

(Seal)

SHORT FORM NOTICE OF CITY OF TUSTIN/COUNTY OF ORANGE AGREEMENT

IN WITNESS WHEREOF, the County of Orange, intending to be legally bound hereby, caused its duly appointed representative to execute this Short Form Notice as of the Effective Date set forth above.

COUNTY OF ORANGE

_____
Chair, Board of Supervisors
Orange County, California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 2016, before me, _____
(here insert name and title of the officer)

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

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

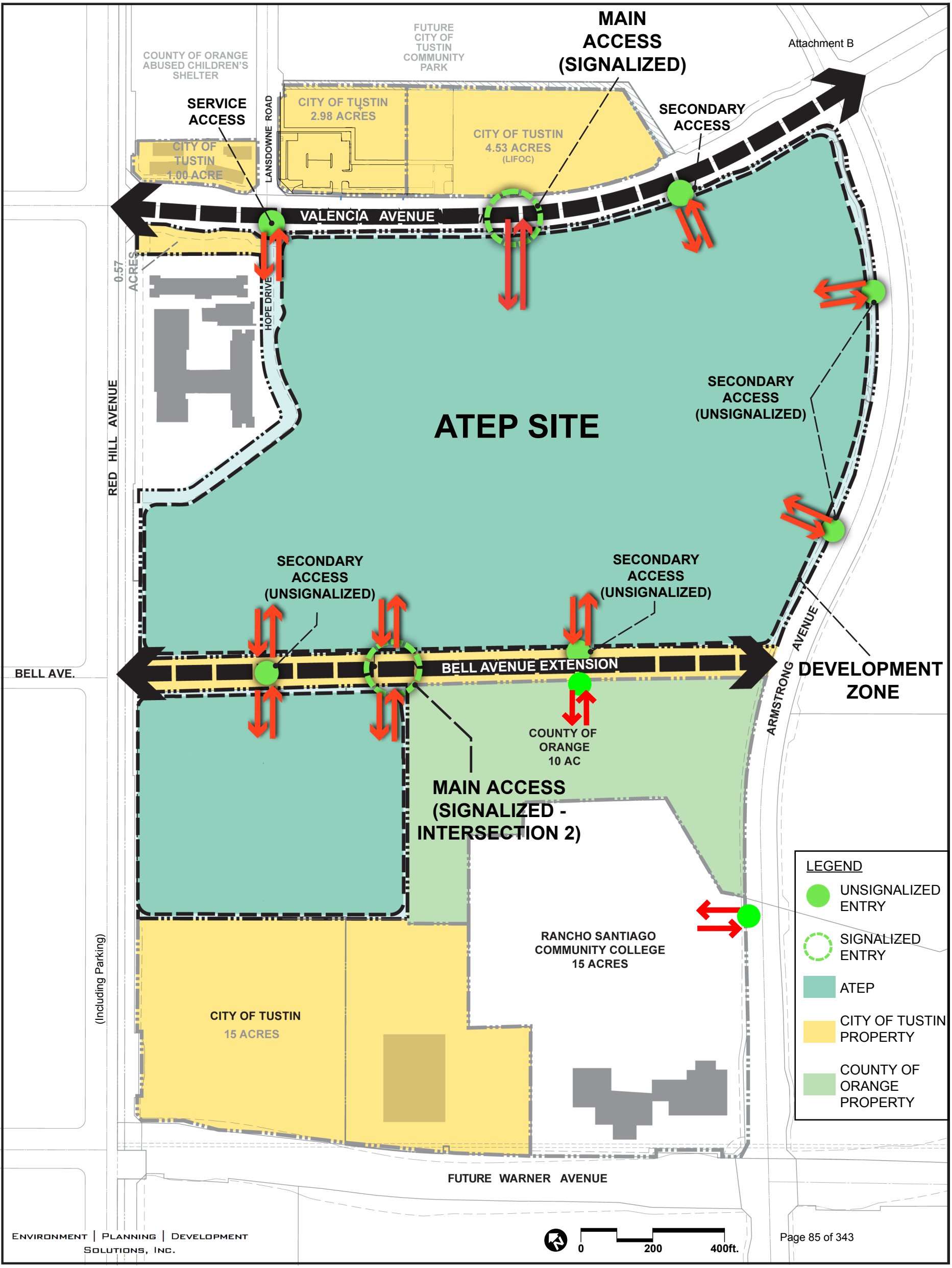
WITNESS my hand and official seal.

_____
Signature

(Seal)

EXHIBIT C

Map of ATEP Site



Environment | Planning | Development Solutions, Inc.

May 7, 2014

EXHIBIT D-1

Legal Description of

SOCCCD Exchange Parcel – Fee Portion

(Doc. No. 1290110)

Legal Description
County Property
(SOCCCD EXCHANGE PARCEL-FEE PORTION)
(Being a portion of Parcel I-E1.1, Inst. No. 2004000369376, O.R.)

In the City of Tustin, County of Orange, State of California, being that portion of Block 10 of Irvine's Subdivision as shown on the map filed in book 1, page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Surveys, all of records of said County, described as follows:

For the purpose of this description the following two Control Lines are hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°37'39" East between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 05°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 87.02 feet through a central angle of 03°33'41"; thence continuing along said curve 47.38 feet through a central angle of 01°56'20"; thence South 49°19'54" East 424.17 feet; thence continuing South 49°19'54" East 162.79 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to its intersection with Control Line "**B**".

Control Line "B"

Beginning at its intersection with Control Line "**A**"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southwesterly along said curve 828.03 feet through a central angle of 33°53'13"; thence continuing southwesterly along said curve 441.51 feet through a central angle of 18°04'06"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 177.54 feet to a point hereinafter to be referred to as Point "**A**"; thence continuing South 39'10'31" West 985.65 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.93 feet through a central angle of 34°29'48"; thence South 40°40'20" West 437.45 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

Legal Description
County Property
(SOCCCD EXCHANGE PARCEL-FEE PORTION)

Commencing at the hereinabove described Point "**A**", thence leaving said Control Line "**B**" North 33°57'12" West 48.07 feet to the most southerly corner of Parcel IV-J-6 as shown on a document recorded May 14, 2002 as Instrument No. 2002040590,Official Records; thence continuing North 33°57'12" West 70.07 feet to the southwesterly corner of said Parcel IV-J-6; thence along the westerly line of said Parcel IV-J-6, North 09°21'06" East 300.94 feet to the **TRUE POINT OF BEGINNING;** thence leaving said westerly line, North 50°49'29" West 398.40 feet; thence South 40°39'15" West 88.79 feet to a point on the northerly line of Parcel II-F-2 as shown on the aforementioned Instrument No. 2002040590, Official Records; thence North 50°08'15" West 157.68 feet; thence South 39°51'45" West 231.82 feet; thence North 49°20'45" West 213.37 feet; thence North 40°39'15" East 636.73 feet; thence South 50°48'31" East 572.74 feet to the westerly line of aforementioned Parcel IV-J-6; thence South 09°21'06" West 372.54 feet along said westerly line to the **TPOB.**

Containing 6.82 acres, more or less

Schedule "1 and 2" attached and by this reference made a part hereof.

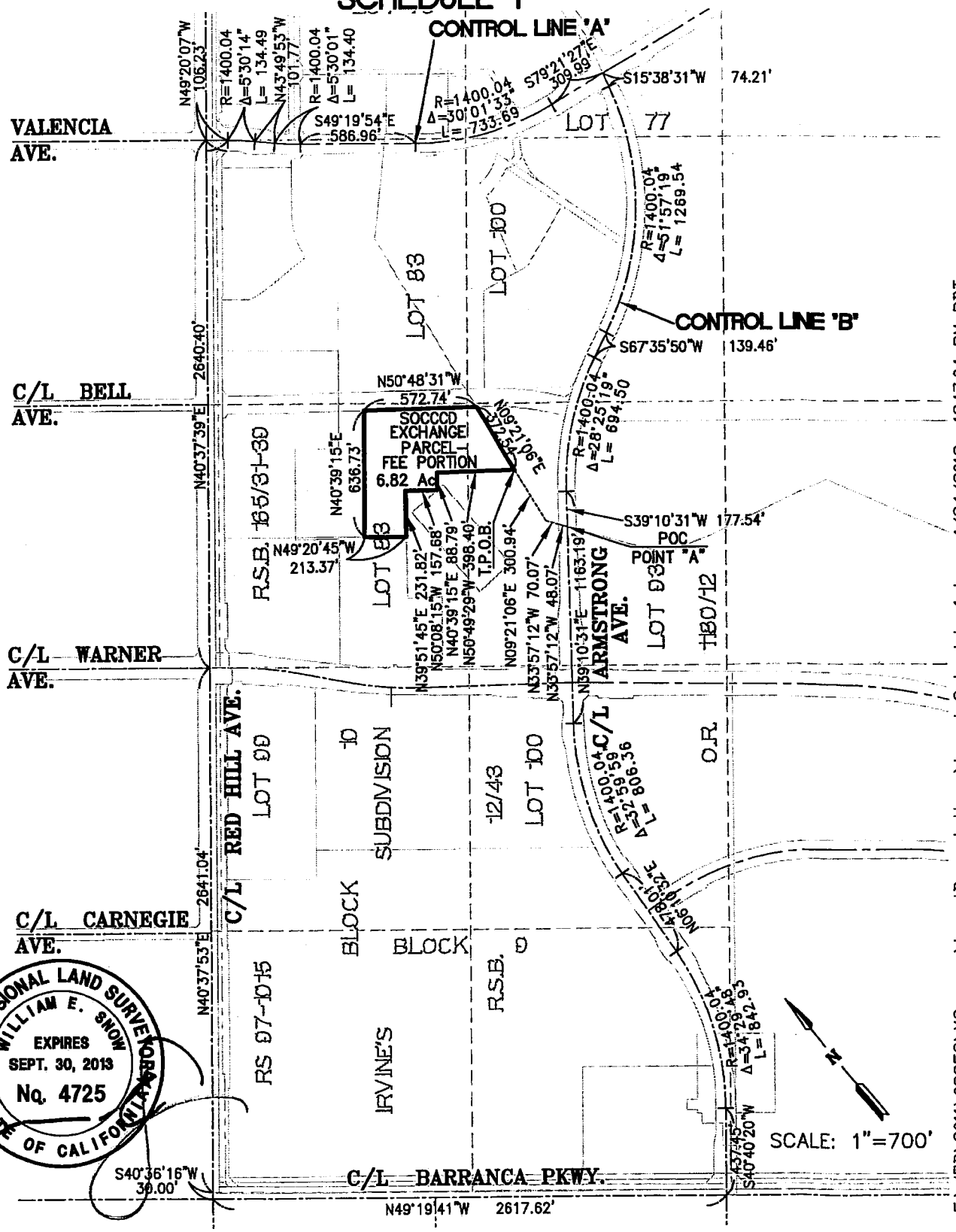
05/08/13

WILLIAM E. SNOW DATE
P.L.S. NO. 4725
REG. EXP: 09/30/13

PROFESSIONAL LAND SURVEYOR
WILLIAM E. SNOW
No. 4725
Exp. 09/30/13
STATE OF CALIFORNIA

F:\JOB\2011\03353\XSurvey\LegalDescriptions\12_0723 Legal Description Schedule 1.docx

SCHEDULE "1"



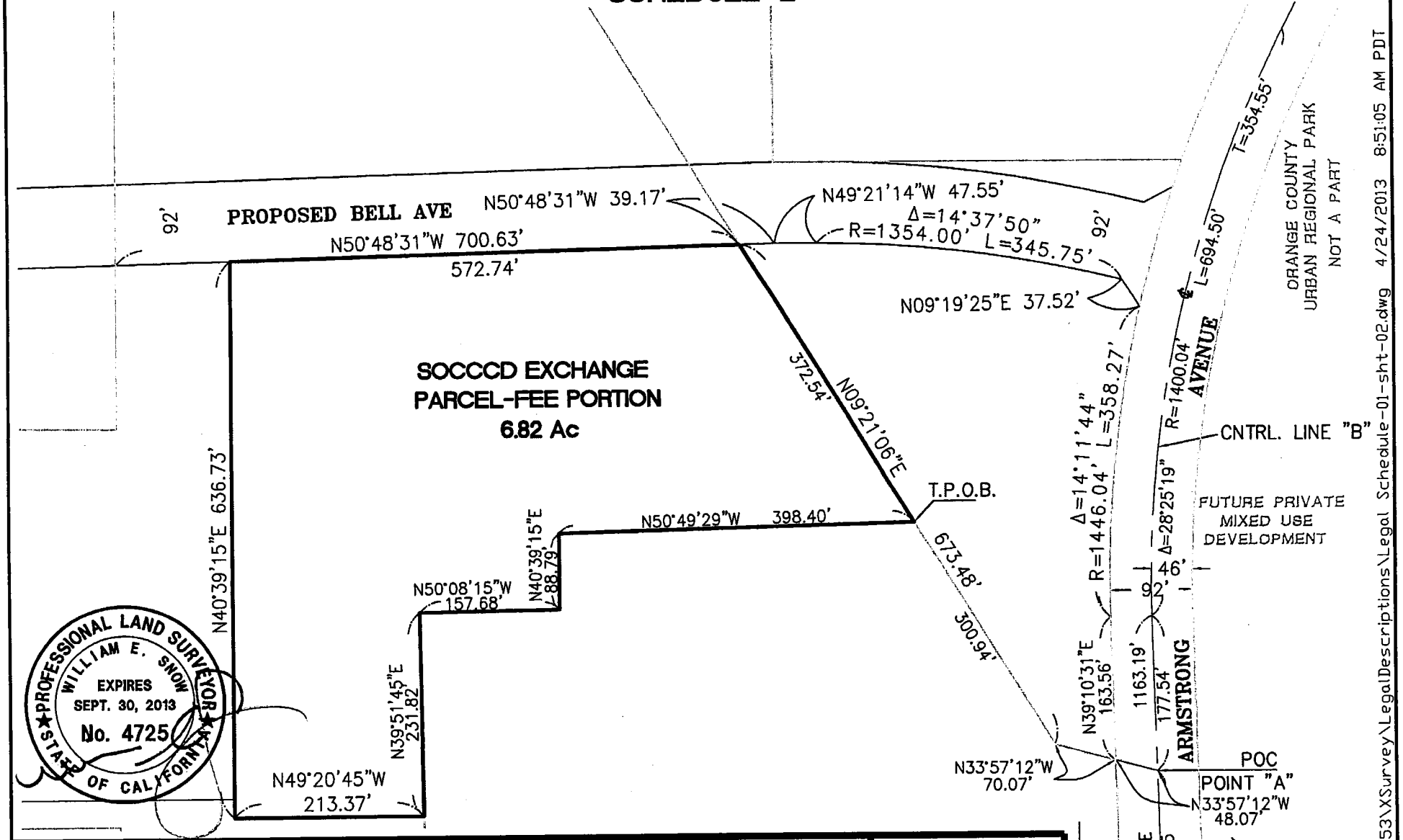
PENCO ENGINEERING, INC.
Civil Engineering
Planning
Surveying

16842 Von Karman
Suite 150
Irvine, California 92606
(949) 753-8111

SCHEDULE "1"
PLAT ACCOMPANY LEGAL DESCRIPTION
COUNTY PROPERTY (SOCCCD EXCHANGE PARCEL– FEE PORTION)

SCALE:	AS-SHOWN
DRAWN BY:	REP
CHECKED BY:	WES
DATE:	04/24/13
JOB No.	03353.03

SCHEDULE "2"



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16842 Von Karman
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Irvine, California 92606
(949) 753-8111

SCHEDULE "2"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
COUNTY PROPERTY (SOCCCD EXCHANGE PARCEL– FEE PORTION)

SCALE: AS-SHOWN	
DRAWN BY:	REP
CHECKED BY:	WES
DATE:	04/24/13
JOB No.	03353.03

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Attachment B

EXHIBIT D-2

Legal Description of

SOCCCD Exchange Parcel—Sublease Portion

(Doc. No. 1290112)

Legal Description
County Property
(SOCCCD EXCHANGE PARCEL-SUBLEASE PORTION)
(Being a portion of Parcel IV-J-6, Inst. No. 20020404590, O.R.)

In the City of Tustin, County of Orange, State of California, being that portion of Block 10 of Irvine's Subdivision as shown on the map filed in book 1, page 88 of Miscellaneous Record Maps, and as shown on a map filed in Book 165, Pages 31 through 39 inclusive of Records of Surveys, all of records of said County, described as follows:

For the purpose of this description the following two Control Lines are hereby established:

Control Line "A"

Beginning at the intersection of the centerline of Red Hill Avenue with the centerline of Valencia Avenue as shown on said Record of Survey, the centerline of Red Hill Avenue having a bearing of North 40°37'39" East between Valencia Avenue and Warner Avenue; thence South 49°20'07" East 106.23 feet to the beginning of a curve concave southwesterly having a radius of 1400.04 feet; thence southeasterly along said curve 134.49 feet through a central angle of 05°30'14"; thence South 43°49'53" East 101.77 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly along said curve 87.02 feet through a central angle of 03°33'41"; thence continuing along said curve 47.38 feet through a central angle of 01°56'20"; thence South 49°19'54" East 424.17 feet; thence continuing South 49°19'54" East 162.79 feet to the beginning of a curve concave northeasterly having a radius of 1400.04 feet; thence southeasterly and easterly along said curve 733.69 feet through a central angle of 30°01'33"; thence South 79°21'27" East 309.99 feet to its intersection with Control Line "**B**".

Control Line "B"

Beginning at its intersection with Control Line "**A**"; thence South 15°38'31" West 74.21 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southwesterly along said curve 828.03 feet through a central angle of 33°53'13"; thence continuing southwesterly along said curve 441.51 feet through a central angle of 18°04'06"; thence South 67°35'50" West 139.46 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly along said curve 694.50 feet through a central angle of 28°25'19"; thence South 39°10'31" West 177.54 feet to a point hereinafter to be referred to as Point "**A**"; thence continuing South 39°10'31" West 985.65 feet to the beginning of a curve concave southeasterly having a radius of 1400.04 feet; thence southwesterly and southerly along said curve 806.36 feet through a central angle of 32°59'59"; thence South 6°10'32" West 478.01 feet to the beginning of a curve concave northwesterly having a radius of 1400.04 feet; thence southerly and southwesterly along said curve 842.93 feet through a central angle of 34°29'48"; thence South 40°40'20" West 437.45 feet to the intersection of the centerline of Barranca Parkway with the centerline of Armstrong Avenue as shown on said Record of Survey.

Legal Description
County Property
(SOCCCD EXCHANGE PARCEL-SUBLEASE PORTION)

Commencing at the hereinabove described Point "**A**", thence leaving said Control Line "**B**" North 33°57'12" West 48.07 feet to the **TRUE POINT OF BEGINNING** and the most southerly corner of Parcel IV-J-6 as shown on a document recorded May 14, 2002 as Instrument No. 2002040590,Official Records; thence continuing North 33°57'12" West 70.07 feet to the southwesterly corner of said Parcel IV-J-6; thence along the westerly line of said Parcel IV-J-6, North 09°21'06" East 673.48 feet; thence leaving said westerly line, South 50°48'31" East 39.17 feet; thence South 49°21'14" East 47.55 feet to the beginning of a curve concave southwesterly having a radius of 1,354.00 feet; thence southeasterly along said curve 345.75 feet through a central angle of 14°37'50"; thence South 09°19'25" West 37.52 feet to the beginning of a non tangent curve concave southeasterly having a radius of 1,446.04 feet, a radial line of said curve to said point bearing North 36°37'45" West, said curve being concentric with and 46.00 feet northwesterly of said Control Line "**B**"; thence southwesterly along said curve 358.27 feet through a central angle of 14°11'44"; thence tangent to said curve, along a line parallel with and 46.00 feet northwesterly of said Control Line "**B**" South 39°10'31" West 163.56 feet to the **POINT OF BEGINNING**.

Containing 3.18 acres, more or less

Schedules "1 and 2" attached and by this reference made a part hereof.

05/08/13

WILLIAM E. SNOW DATE
P.L.S. NO. 4725
REG. EXP: 09/30/13

PROFESSIONAL LAND SURVEYOR
WILLIAM E. SNOW
No. 4725
Exp. 09/30/13
STATE OF CALIFORNIA

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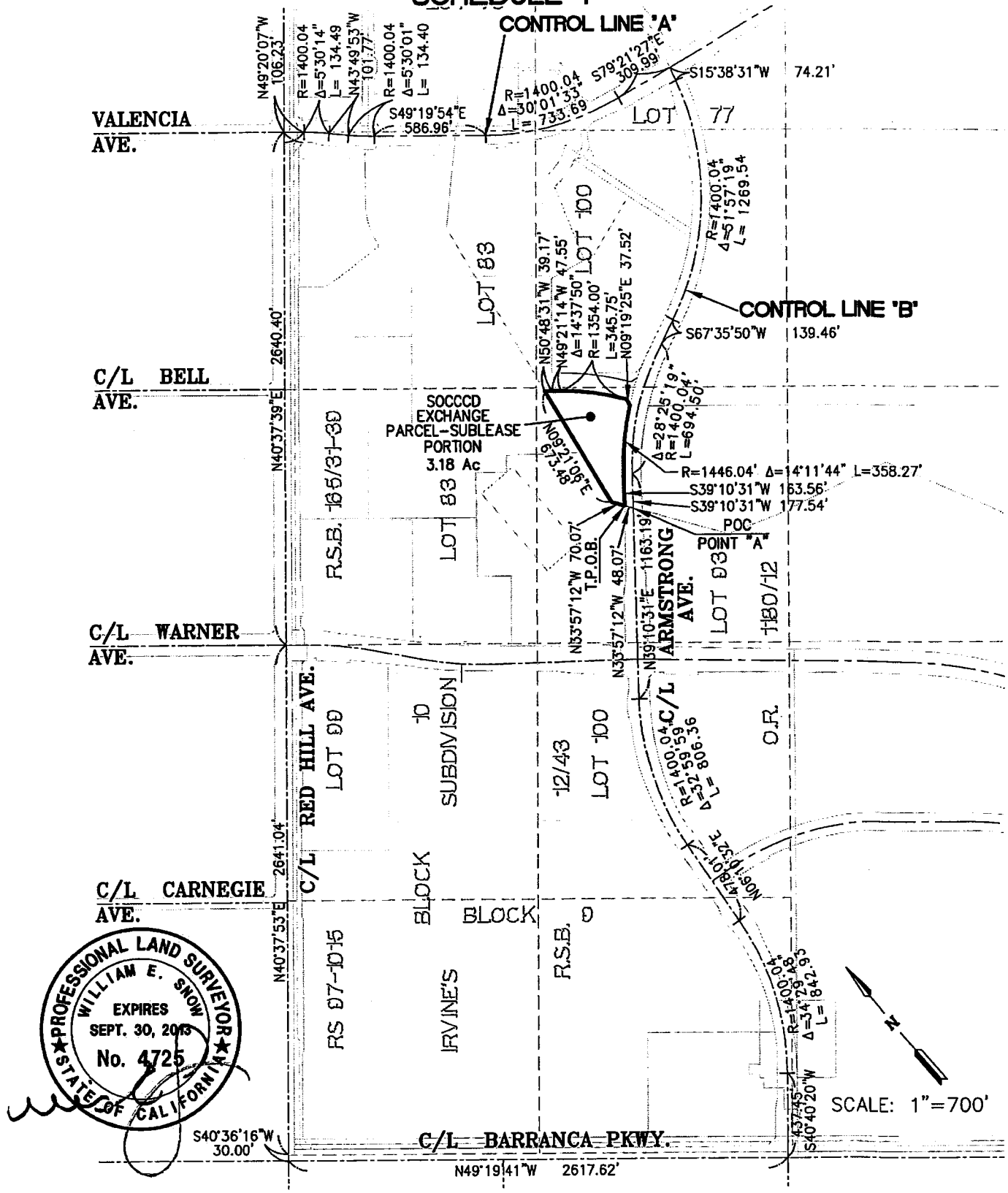
SCHEDULE "1"



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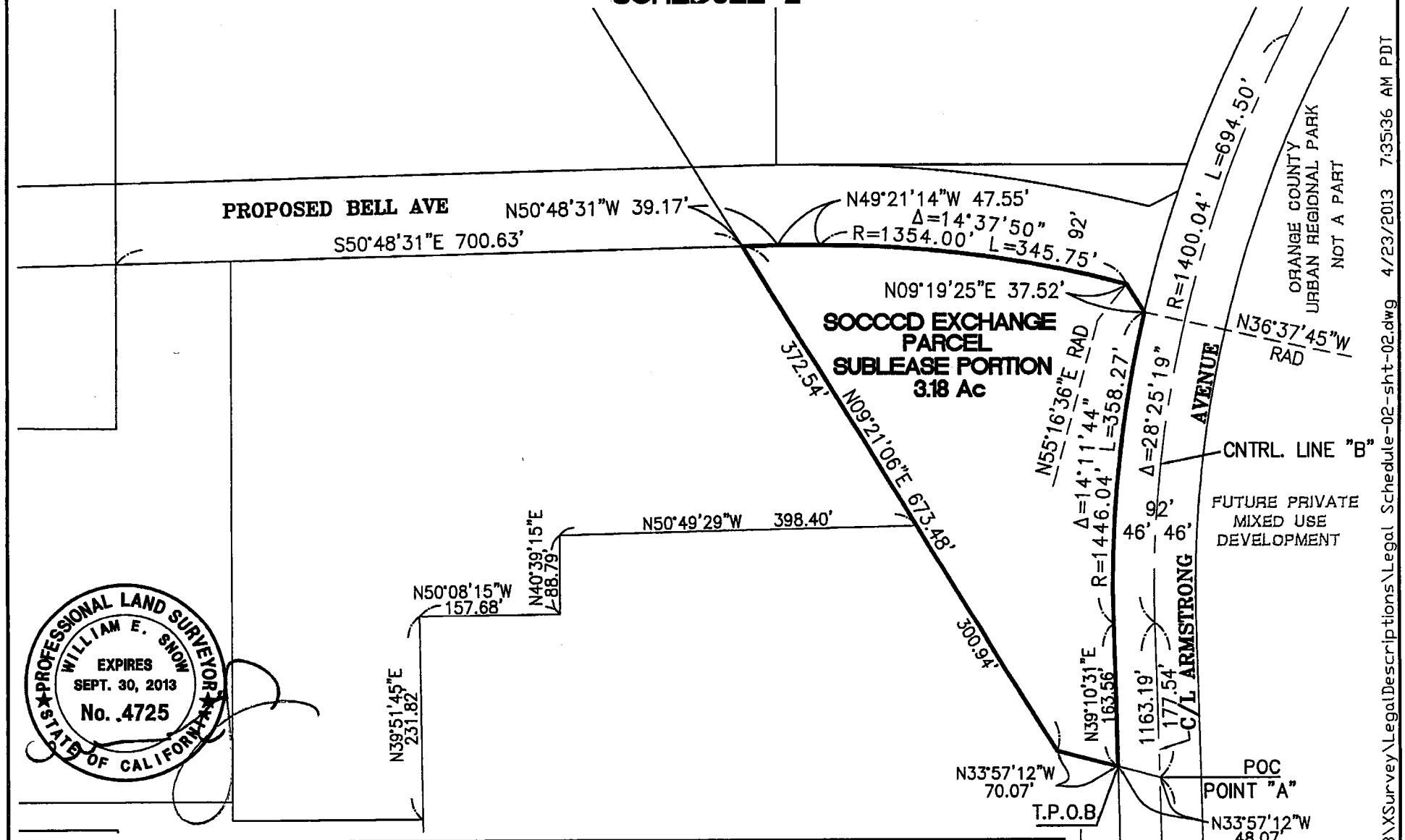
SCHEDULE "1"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
COUNTY PROPERTY (SOCCCD EXCHANGE PARCEL-SUBLEASE PORTION)

SCALE:	AS-SHOWN
DRAWN BY:	REP
CHECKED BY:	WES
DATE:	04/18/13
JOB No.	03353.03

SCHEDULE "2"



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SCHEDULE "2"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
COUNTY PROPERTY (SOCCCD EXCHANGE PARCEL– SUBLEASE PORTION)

SCALE:	AS-SHOWN
DRAWN BY:	REP
CHECKED BY:	WES
DATE:	04/18/13
JOB No.	03353.03

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Attachment B

EXHIBIT E

County Exchange Parcel Commitment

(Doc. No. _____)

EXHIBIT E

County Exchange Parcel Commitment

First American Title Insurance Company
National Commercial Services

5 First American Way
Santa Ana, CA 92707

October 24, 2011

Ronald J. DeFelice
Jackson DeMarco Tidus Peckenpaugh
2030 Main Street, Suite 1200
Irvine, CA 92614
Phone: (949)851-7418
Fax: (949)752-0597

Customer Reference: County Exchange Parcel

Title Officer:	Kristen Hueter	Title Assistant:	Devon Boyles
Phone:	(714)250-8358	Phone:	(714)250-8317

Order Number: NCS-509882-SA1

Property: Vacant Land, Tustin, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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4.	Description of the Land	4
Schedule B-1 - Requirements		
Schedule B-2 - Exceptions		
Conditions		

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

SCHEDULE A

1. Commitment Date: October 12, 2011 at 7:30 A.M.

2. Policy or Policies to be issued: Amount

(A) ALTA Owner's Policy $TBD
ALTA Extended Owner Policy - 2006

Proposed Insured:

To be determined

(B) ALTA Loan Policy $TBD
ALTA Extended Lender Policy - 2006

Proposed Insured:

To be determined

3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple

(B) Title to said estate or interest at the date hereof is vested in:

United States of America

4. The land referred to in this Commitment is situated in the City of Tustin, County of Orange, State of California, and is described as follows:

IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK 10 OF IRVINE'S SUBDIVISION AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, AND AS SHOWN ON A MAP FILED IN BOOK 165, PAGES 31 THROUGH 39 INCLUSIVE OF RECORDS OF SURVEY, BOTH OF THE RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION THE FOLLOWING CONTROL LINE IS HEREBY ESTABLISHED:

CONTROL LINE "A"

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF RED HILL AVENUE WITH THE CENTERLINE OF VALENCIA AVENUE AS SHOWN ON SAID RECORD OF SURVEY, THE CENTERLINE OF RED HILL AVENUE HAVING A BEARING OF SOUTH 40° 37' 39" WEST BETWEEN VALENCIA AVENUE AND WARNER AVENUE; THENCE SOUTH 49° 20' 07" EAST 106.23 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 134.49 FEET THROUGH A CENTRAL ANGLE OF 5° 30' 14"; THENCE SOUTH 43° 49' 53" EAST 101.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 134.40 FEET THROUGH A CENTRAL ANGLE OF 5° 30' 01"; THENCE SOUTH 49° 19' 54" EAST 586.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID

CURVE 733.69 FEET THROUGH A CENTRAL ANGLE OF 30° 01' 33"; THENCE SOUTH 79° 21' 27" EAST 309.99 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A".

CONTROL LINE "B"

BEGINNING AT SAID POINT "A"; THENCE SOUTH 15° 38' 31" WEST 74.21 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE 828.04 FEET THROUGH A CENTRAL ANGLE OF 33° 53' 13" TO A POINT HEREINAFTER TO BE REFERRED TO AS POINT "D"; THENCE CONTINUING SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE 441.51 FEET THROUGH A CENTRAL ANGLE OF 18° 04' 06"; THENCE SOUTH 67° 35' 50" WEST 139.46 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE 694.50 FEET THROUGH A CENTRAL ANGLE OF 28° 25' 19".

PARCEL IV-K-2:

BEGINNING AT THE HEREINBEFORE DESCRIBED POINT "D"; THENCE LEAVING SAID CONTROL LINE "B" NORTH 40° 28' 16" WEST 46.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1354.04 FEET, SAID CURVE ALSO BEING CONCENTRIC WITH AND 46.00 FEET NORTHWESTERLY OF SAID CONTROL LINE "B", A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 40° 28' 16" EAST; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CONCENTRIC CURVE 427.00 FEET THROUGH A CENTRAL ANGLE OF 18° 04' 06" TO A LINE PARALLEL WITH AND 46.00 FEET NORTHWESTERLY OF SAID CONTROL LINE "B"; THENCE ALONG SAID PARALLEL LINE SOUTH 67° 35' 50" WEST 139.46 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1446.04 FEET, SAID CURVE BEING CONCENTRIC WITH AND 46.00 FEET NORTHWESTERLY OF SAID CONTROL LINE "B"; THENCE SOUTHWESTERLY ALONG SAID CONCENTRIC CURVE 184.05 FEET THROUGH A CENTRAL ANGLE OF 07° 17' 33"; THENCE LEAVING SAID CONCENTRIC CURVE NORTH 49° 21' 14" WEST 459.00 FEET; THENCE NORTH 40° 38' 46" EAST 486.27 FEET; THENCE SOUTH 77° 38' 59" EAST 256.30 FEET; THENCE NORTH 71° 36' 25" EAST 351.77 FEET; THENCE SOUTH 15° 49' 01" EAST 382.89 FEET TO THE TRUE POINT OF BEGINNING.

APN: 430-283-11

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

(A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

(B) Pay us the premiums, fees and charges for the policy.

(C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

(D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(E) Releases(s) or Reconveyance(s) of Item(s): None

(F) Other: None

(G) You must give us the following information:
1. Any off record leases, surveys, etc.
2. Statement(s) of Identity, all parties.
3. Other:

The following additional requirements, as indicated by "X", must be met:

[X] (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[X] (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[] (J) The following LLC documentation is required:
(i) a copy of the Articles of Organization
(ii) a copy of the Operating Agreement, if applicable
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Company Consent to the current transaction

[] (K) The following partnership documentation is required :
(i) a copy of the partnership agreement, including all applicable amendments thereto
(ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iii) express Partnership Consent to the current transaction

[] (L) The following corporation documentation is required:
(i) a copy of the Articles of Incorporation
(ii) a copy of the Bylaws, including all applicable Amendments thereto
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Corporate Resolution consenting to the current transaction

[] (M) Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

[] (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

[X] (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

[] (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

[] (Q) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

[] (R) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

[] (S) Financial statements from the appropriate parties must be submitted to the Company for review.

[] (T) A copy of the construction contract must be submitted to the Company for review.

[] (U) An inspection of the land must be performed by the Company for verification of the phase of construction.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2011-2012 are exempt. If the exempt status is terminated an additional tax may be levied. Account No. 430-283-11

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Water rights, claims or title to water, whether or not shown by the public records.

4. The effect of a map purporting to show the land and other property, filed September 16, 1997 in Book 165, Pages 31 through 39 of Record of Surveys.

5. The terms and provisions contained in the document entitled "Short Form Notice of Agreement" recorded May 14, 2002 as Instrument No. 2002-404589 of Official Records.

6. An unrecorded lease dated May 13, 2002, executed by United States of America, acting by and through the Department of the Navy as lessor and City of Tustin, California as lessee, as disclosed by a Short Form Notice of Lease in Furtherance of Conveyance recorded May 14, 2002 as Instrument No. 2002-404590 of Official Records.

   Document re-recorded May 19, 2003 as Instrument No. 2003-570797 of Official Records.

   Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

7. The effect of a map purporting to show the land and other property, filed May 22, 2003 in Book 194, Pages 19 through 27 of Record of Surveys.

8. The fact that the land lies within the boundaries of the MCAS Tustin Redevelopment Project Area, as disclosed by the document recorded June 18, 2003 as Instrument No. 2003-710836 of Official Records.

   Document(s) declaring modifications thereof recorded March 28, 2007 as Instrument No. 2007000197041 of Official Records.

9. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

10. Easements, claims of easement or encumbrances which are not shown by the public records.

11. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

12. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.

13. Rights of parties in possession.

INFORMATIONAL NOTES

1. The property covered by this report is vacant land.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

   None

3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.******

CONDITIONS

1. **DEFINITIONS**
(a)"Mortgage" means mortgage, deed of trust or other security instrument.
(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**
The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One
or
eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:
1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   * land use
   * land division
   * improvements on the land
   * environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
   This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   * a notice of exercising the right appears in the public records on the Policy Date
   * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
   * that are created, allowed, or agreed to by you
   * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
   * that result in no loss to you
   * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
   * in streets, alleys, or waterways that touch your land
   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. land use
   d. improvements on the land
   e. land division
   f. environmental protection

   This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
   This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or(iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b)Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

   (a) a fraudulent conveyance or fraudulent transfer, or

   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

EXHIBIT F

SOCCCD Exchange Parcel Commitment

(Doc. No. _____)

Updated February 12, 2016

First American Title Company
National Commercial Services

18500 Von Karman Ave, Suite 600
Irvine, CA 92612

February 12, 2016

Andrew P. Bernstein, Esq.
Jackson, DeMarco, Tidus & Peckenpaugh
2030 Main St, 12th Floor
Irvine , CA 92614
Phone: (949)752-8585
Fax: (949)752-0597

Customer Reference: SOCCCD Exchange Parcel

Title Officer:	Jeffery Paschal	Title Assistant:	Devon Boyles
Phone:	(949)885-2481	Phone:	(949)885-2453

Order Number: NCS-509202-SA1

Property: Vacant Land, Tustin, CA

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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Schedule B-2 - Exceptions		
Conditions		

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

SCHEDULE A

1. Commitment Date: February 03, 2016 at 7:30 A.M.

2. Policy or Policies to be issued: Amount

   (A) ALTA Extended Owner Policy - 2006 $TBD

   Proposed Insured:

   To Be Determined

   (B) ALTA Extended Loan Policy - 2006 $TBD

   Proposed Insured:

   To Be Determined

3. (A) The estate or interest in the land described in this Commitment is:

   A fee as to Parcel A

   A sub-leasehold estate as created by that certain unrecorded sublease dated April 29, 2004, executed by the City of Tustin, a municipal corporation as sub-lessor and South Orange Community College District as sub-lessee, as disclosed by a Short Form Notice of Sub-lease recorded April 30, 2004 as Instrument No. 2004000373082 of Official Records, as to Parcel B.

   An amendment of said sub-lease was recorded August 09, 2013 as Instrument No. 2013000475494 and August 14, 2014 as Instrument No. 2014000329020 both Official Records.

   (B) Title to said estate or interest at the date hereof is vested in:

   South Orange County Community College District

4. The land referred to in this Commitment is situated in the City of Tustin, County of Orange, State of California, and is described as follows:

   PARCEL A:

   SOCCCD EXCHANGE PARCEL-FEE PORTION

   (BEING A PORTION OF PARCEL I-E1.1, INSTRUMENT NO. 2004000369376, OFFICIAL RECORDS)

   IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK 10 OF IRVINE'S SUBDIVISION AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, AND AS SHOWN ON A MAP FILED IN BOOK 165, PAGES 31 THROUGH 39 INCLUSIVE OF RECORDS OF SURVEYS, ALL OF RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

   FOR THE PURPOSE OF THIS DESCRIPTION THE FOLLOWING TWO CONTROL LINES ARE HEREBY ESTABLISHED:

   CONTROL LINE "A"

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF RED HILL AVENUE WITH THE CENTERLINE OF VALENCIA AVENUE AS SHOWN ON SAID RECORD OF SURVEY, THE CENTERLINE OF RED HILL AVENUE HAVING A BEARING OF NORTH 40° 37' 39" EAST BETWEEN VALENCIA AVENUE AND WARNER AVENUE; THENCE SOUTH 49° 20' 07" EAST 106.23 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 134.49 FEET THROUGH A CENTRAL ANGLE OF 05° 30' 14"; THENCE SOUTH 43° 49' 53" EAST 101.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 87.02 FEET THROUGH A CENTRAL ANGLE OF 03° 33' 41"; THENCE CONTINUING ALONG SAID CARVE 47.38 FEET THROUGH A CENTRAL ANGLE OF 01° 56' 20"; THENCE SOUTH 49° 19' 54" EAST 424.17 FEET; THENCE CONTINUING SOUTH 49° 19' 54" EAST 162.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE 733.69 FEET THROUGH A CENTRAL ANGLE OF 30° 01' 33"; THENCE SOUTH 79° 21' 27" EAST 309.99 FEET TO ITS INTERSECTION WITH CONTROL LINE "B".

CONTROL LINE "B"

BEGINNING AT ITS INTERSECTION WITH CONTROL LINE "A"; THENCE SOUTH 15° 38' 31" WEST 74.21 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 828.03 FEET THROUGH A CENTRAL ANGLE OF 33° 53' 13"; THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE 441.51 FEET THROUGH A CENTRAL ANGLE OF 18° 04' 06"; THENCE SOUTH 67° 35' 50" WEST 139.46 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 694.50 FEET THROUGH A CENTRAL ANGLE OF 28° 25' 19"; THENCE SOUTH 39° 10' 31" WEST 177.54 FEET TO A POINT HEREINAFTER TO BE REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 39° 10' 31" WEST 985.65 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE 806.36 FEET THROUGH A CENTRAL ANGLE OF 32° 59' 59"; THENCE SOUTH 6° 10' 32" WEST 478.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE 842.93 FEET THROUGH A CENTRAL ANGLE OF 34° 29' 48"; THENCE SOUTH 40° 40' 20" WEST 437.45 FEET TO THE INTERSECTION OF THE CENTERLINE OF BARRANCA PARKWAY WITH THE CENTERLINE OF ARMSTRONG AVENUE AS SHOWN ON SAID RECORD OF SURVEY.

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "A", THENCE LEAVING SAID CONTROL LINE "B" NORTH 33° 57' 12" WEST 48.07 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL IV-J-6 AS SHOWN ON A DOCUMENT RECORDED MAY 14, 2002 AS INSTRUMENT NO. 2002040590, OFFICIAL RECORDS; THENCE CONTINUING NORTH 33° 57' 12" WEST 70.07 FEET; THENCE NORTH 09° 21' 06" EAST 300.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 50° 49' 29" WEST 398.40 FEET; THENCE SOUTH 40° 39' 15" WEST 88.79 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL II-F-2 AS SHOWN ON THE AFOREMENTIONED INSTRUMENT NO. 2002040590, OFFICIAL RECORDS; THENCE NORTH 50° 08' 15" WEST 157.68 FEET; THENCE SOUTH 39° 51' 45" WEST 231.82 FEET; THENCE NORTH 49° 20' 45" WEST 207.05 FEET; THENCE NORTH 40° 39' 15" EAST 629.62 FEET; THENCE SOUTH 51° 29' 39" EAST 566.92 FEET TO THE WESTERLY LINE OF AFOREMENTIONED PARCEL IV-J-6; THENCE SOUTH 09° 21' 06" WEST 371.97' ALONG SAID WESTERLY LINE TO THE TRUE POINT OF BEGINNING.

PARCEL B:

SOCCCD EXCHANGE PARCEL-SUBLEASE PORTION

(BEING A PORTION OF PARCEL IV-J-6, INSTRUMENT NO. 20020404590, OFFICIAL RECORDS)

IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING THAT PORTION

OF BLOCK 10 OF IRVINE'S SUBDIVISION AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, AND AS SHOWN ON A MAP FILED IN BOOK 165, PAGES 31 THROUGH 39 INCLUSIVE OF RECORDS OF SURVEYS, ALL OF RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION THE FOLLOWING TWO CONTROL LINES ARE HEREBY ESTABLISHED:

CONTROL LINE "A"

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF RED HILL AVENUE WITH THE CENTERLINE OF VALENCIA AVENUE AS SHOWN ON SAID RECORD OF SURVEY, THE CENTERLINE OF RED HILL AVENUE HAVING A BEARING OF NORTH 40° 37' 39" EAST BETWEEN VALENCIA AVENUE AND WARNER AVENUE; THENCE SOUTH 49° 20' 07" EAST 106.23 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 134.49 FEET THROUGH A CENTRAL ANGLE OF 05° 30' 14"; THENCE SOUTH 43° 49' 53" EAST 101.77 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 87.02 FEET THROUGH A CENTRAL ANGLE OF 03° 33' 41"; THENCE CONTINUING ALONG SAID CARVE 47.38 FEET THROUGH A CENTRAL ANGLE OF 01° 56' 20"; THENCE SOUTH 49° 19' 54" EAST 424.17 FEET; THENCE CONTINUING SOUTH 49° 19' 54" EAST 162.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE 733.69 FEET THROUGH A CENTRAL ANGLE OF 30° 01' 33"; THENCE SOUTH 79° 21' 27" EAST 309.99 FEET TO ITS INTERSECTION WITH CONTROL LINE "B".

CONTROL LINE "B"

BEGINNING AT ITS INTERSECTION WITH CONTROL LINE "A"; THENCE SOUTH 15° 38' 31" WEST 74.21 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 828.03 FEET THROUGH A CENTRAL ANGLE OF 33° 53' 13"; THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE 441.51 FEET THROUGH A CENTRAL ANGLE OF 18° 04' 06"; THENCE SOUTH 67° 35' 50" WEST 139.46 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 694.50 FEET THROUGH A CENTRAL ANGLE OF 28° 25' 19"; THENCE SOUTH 39° 10' 31" WEST 177.54 FEET TO A POINT HEREINAFTER TO BE REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 39° 10' 31" WEST 985.65 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE 806.36 FEET THROUGH A CENTRAL ANGLE OF 32° 59' 59"; THENCE SOUTH 6° 10' 32" WEST 478.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1400.04 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE 842.93 FEET THROUGH A CENTRAL ANGLE OF 34° 29' 48"; THENCE SOUTH 40° 40' 20" WEST 437.45 FEET TO THE INTERSECTION OF THE CENTERLINE OF BARRANCA PARKWAY WITH THE CENTERLINE OF ARMSTRONG AVENUE AS SHOWN ON SAID RECORD OF SURVEY.

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "A", THENCE LEAVING SAID CONTROL LINE "B" NORTH 33° 57' 12" WEST 48.07 FEET TO THE TRUE POINT OF BEGINNING AND THE MOST SOUTHERLY CORNER OF PARCEL IV-J-6 AS SHOWN ON A DOCUMENT RECORDED MAY 14, 2002 AS INSTRUMENT NO. 2002040590,OFFICIAL RECORDS; THENCE CONTINUING NORTH 33° 57' 12" WEST 70.07 FEET; THENCE NORTH 09° 21' 06" EAST 672.92 FEET; THENCE SOUTH 51° 29' 39" EAST 6.69 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1,754.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 65.52 FEET THROUGH A CENTRAL ANGLE OF 02° 08' 25"; THENCE SOUTH 49° 21' 14" EAST 359.79 FEET; THENCE SOUTH 02° 51' 38" WEST 42.69 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,446.04 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARING NORTH 34° 54' 29" WEST, SAID CURVE BEING CONCENTRIC WITH AND 46.00 FEET NORTHWESTERLY OF SAID CONTROL LINE "B"; THENCE SOUTHWESTERLY ALONG SAID CURVE 401.71 FEET THROUGH A CENTRAL ANGLE OF 15° 55'

00"; THENCE TANGENT TO SAID CURVE, ALONG A LINE PARALLEL WITH AND 46.00 FEET NORTHWESTERLY OF SAID CONTROL LINE "B" SOUTH 39° 10' 31" WEST 163.56 FEET TO THE POINT OF BEGINNING.

APN(s): Portion of 430-283-09 and 430-283-21

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

(A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

(B) Pay us the premiums, fees and charges for the policy.

(C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

(D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(E) Releases(s) or Reconveyance(s) of Item(s): None

(F) Other: None

(G) You must give us the following information:
1. Any off record leases, surveys, etc.
2. Statement(s) of Identity, all parties.
3. Other: None

The following additional requirements, as indicated by "X", must be met:

[X] (H) Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form(as provided by company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[X] (I) An ALTA/ACSM survey of recent date, which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

[] (J) The following LLC documentation is required:
(i) a copy of the Articles of Organization
(ii) a copy of the Operating Agreement, if applicable
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Company Consent to the current transaction

[] (K) The following partnership documentation is required **:**
(i) a copy of the partnership agreement, including all applicable amendments thereto
(ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iii) express Partnership Consent to the current transaction

[] (L) The following corporation documentation is required:
(i) a copy of the Articles of Incorporation
(ii) a copy of the Bylaws, including all applicable Amendments thereto
(iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
(iv) express Corporate Resolution consenting to the current transaction

[] (M) Based upon the Company's review of that certain partnership/operating agreement dated for the proposed insured herein, the following requirements must be met:

Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.

[] (N) A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.

[X] (O) Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.

[] (P) Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:

[] (Q) The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

[] (R) The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

[] (S) Financial statements from the appropriate parties must be submitted to the Company for review.

[] (T) A copy of the construction contract must be submitted to the Company for review.

[] (U) An inspection of the land must be performed by the Company for verification of the phase of construction.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.

1a. General and special taxes and assessments for the fiscal year 2015-2016 are exempt. If the exempt status is terminated an additional tax may be levied. Account No. 430-283-09

(Affects Parcel B and other properties)

2. General and special taxes and assessments for the fiscal year 2015-2016 are exempt. If the exempt status is terminated an additional tax may be levied. Account No. 430-283-21

(Affects Parcel A and other properties)

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

5. The effect of maps purporting to show the herein described and other land recorded in Book 12, Page 43; in Book 78, Page 21; in Book 88, Page 27; in Book 94, Page 8; in Book 97, Pages 8 to 10; in Book 109, Page 50; in Book 111, Page 5; in Book 117, Page 48; in Book 123, Page 44; in Book 135, Page 10; in Book 137, Page 20; in Book 139, Page 1; and in Book 147, Page 41, all of Record of Surveys.

6. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed in Book 165, Pages 31 through 39.

7. The terms and provisions contained in the document entitled Short Form Notice of Agreement recorded May 14, 2002 as Instrument No. 2002-404589 of Official Records.

8. Easements, Covenants and Conditions contained in the deed from the United States of America, as Grantor, to the City of Tustin, California, as Grantee, recorded May 14, 2002 as Instrument No. 2002-404595 of Official Records. Reference being made to the document for full particulars.

Affects Parcel A and other properties

9. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed in Book 194, Pages 19 through 27.

10. The fact that the land lies within the boundaries of the MCAS Tustin Redevelopment Project Area, as disclosed by the document recorded June 18, 2003 as Instrument No. 2003-710836 of Official Records.

    The terms and provisions contained in the document entitled "Revised Notice of Adoption of the Redevelopment Plan for the MCAS-Tustin Redevelopment Project" recorded March 28, 2007 as Instrument No. 2007000197041 of Official Records.

11. The terms and provisions contained in the document entitled Short Form Notice of Agreement recorded April 29, 2004 as Instrument No. 2004-369375 of Official Records.

    Affects Parcel A.

12. An unrecorded lease dated May 13, 2002, executed by United States of America, acting by and through the Department of the Navy as lessor and City of Tustin, California as lessee, as disclosed by a Short Form Notice of Lease in Furtherance of Conveyance recorded May 14, 2002 as Instrument No. 2002-404590 of Official Records.

    Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

    Document re-recorded May 19, 2003 as Instrument No. 2003-570797 of Official Records.

    Affects Parcel B and other properties

13. Easements, Covenants and Conditions contained in the deed from City of Tustin, California, the recognized local redevelopment authority for Marine Corps Air Station Tustin, as Grantor, to South Orange County Community College District, as Grantee, recorded April 29, 2004 as Instrument No. 2004-369376 of Official Records. Reference being made to the document for full particulars.

    The terms and provisions contained in the document entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions and Environmental Restriction Pursuant to Civil Code Section 1471" recorded August 09, 2013 as Instrument No. 2013000475497 of Official Records.

    Affects Parcel A and other properties

14. An unrecorded sublease dated April 29, 2004, executed by the City of Tustin, a municipal corporation as sub-lessor and South Orange Community District as sub-lessee, as disclosed by a Short Form Notice of Sub-lease recorded April 30, 2004 as Instrument No. 2004-373082 of Official Records.

    The terms and provisions contained in the document entitled "Amendment No. 1 to Short Form Notice of Sub-Lease" recorded August 09, 2013 as Instrument No. 2013000475494 of Official Records.

The terms and provisions contained in the document entitled "Amendment No. 2 to Short Form Notice of Sub-Lease" recorded August 14, 2014 as Instrument No. 2014000329020 of Official Records.

Affects Parcel B and other properties

(A) Any facts, rights, interest or claims which are not shown by the public records which could be ascertained by making inquiry of the lessors and their successors in interest, in the lease or leases described or referred to herein, and/or the sublease referred to in Schedule A, if any.
(B) The effect of any failure to comply with the terms, covenants, conditions and provisions of the lease or leases described or referred to herein, and/or the sublease referred to in Schedule A, if any.

15. Covenants, Conditions and Restrictions, if any, which may be contained in that certain unrecorded lease, as evidenced by a document recorded April 30, 2004 as Instrument No. 2004-373082 of Official Records.

    Affects Parcel B and other properties

16. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

17. Easements, claims of easement or encumbrances which are not shown by the public records.

18. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

19. The effect of a map purporting to show the land and other property, filed August 04, 2010 in Book 241, Pages 29-32 of Record of Surveys.

20. Rights of parties in possession.

21. With respect to South Orange County Community College District, we will require copies of the articles of organization, bylaws, and other governing documents and any amendments thereto. Other requirements will be made following a review of such documents.

22. The terms and provisions contained in the document entitled "Development Agreement and Amended and Restated Agreement" recorded May 23, 2013 as Instrument No. 2013000312295 of Official Records.

    The terms and provisions contained in the document entitled "Amendment No. 1 to Development Agreement and Amended and Restated Agreement" recorded July 09, 2014 as Instrument No. 2014000272537 of Official Records.

    Document re-recorded August 07, 2014 as Instrument No. 2014000318112 of Official Records.

23. Covenants, conditions, restrictions and easements in the document recorded August 14, 2014 as Instrument No. 2014000329024 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Section 12955 of the California Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

INFORMATIONAL NOTES

1. The property covered by this report is vacant land.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

   None

3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

******To obtain wire instructions for deposit of funds to your escrow file please contact your Escrow Officer.******

CONDITIONS

1. **DEFINITIONS**
(a)"Mortgage" means mortgage, deed of trust or other security instrument.
(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**
The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One
or
eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:
1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   * land use
   * land division
   * improvements on the land
   * environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
   This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   * a notice of exercising the right appears in the public records on the Policy Date
   * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
   * that are created, allowed, or agreed to by you
   * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
   * that result in no loss to you
   * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
   * in streets, alleys, or waterways that touch your land
   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

   a. building
   b. zoning
   c. land use
   d. improvements on the land
   e. land division
   f. environmental protection

   This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
   This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.
   This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or(iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b)Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

EXHIBIT G

Bell Avenue Realignment Parcel

(Doc. No. 1290109)

BKF
ENGINEERS SURVEYORS PLANNERS

April 19, 2013
BKF No. 20122006-13
Page 1 of 1

LEGAL DESCRIPTION OF AREA NO. 11
Tustin, CA
Portion of APN: 430-283-09

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

Being a portion of PARCEL IV-J-6 as said parcel is described in that certain document entitled "SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE" filed for record on May 14, 2002 in Doc. No. 20020404590, Records of Orange County, more particularly described as follows;

COMMENCING at the most westerly corner of PARCEL IV-J-8 said parcel is described in said document, Doc. No. 20020404590;

Thence along the northeasterly line of said PARCEL IV-J-6, South 49°21'14" East, 48.72 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said northeasterly line, South 49°21'14" East, 410.28 feet to the beginning of a non-tangent curve concave to the southeast to which point a radial line bears North 29°41'43" West, said point being on the southeasterly line of said PARCEL IV-J-6;

Thence southwesterly along said line, along said curve through a central angle of 01°15'07", for an arc length of 31.60 feet;

Thence leaving said southeasterly line, North 77°47'21" West, 36.96 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 1446.00 feet, to which point a radial line bears North 55°22'05" East;

Thence northwesterly along said curve, through a central angle of 14°43'19", for an arc length of 371.54 feet to the TRUE POINT OF BEGINNING.

Containing an area of 7,185 square feet or 0.165 acres more or less.

Being a portion of Assessor's Parcel Number 430-283-09

As shown on "Schedule 1" attached hereto and made a part hereof.

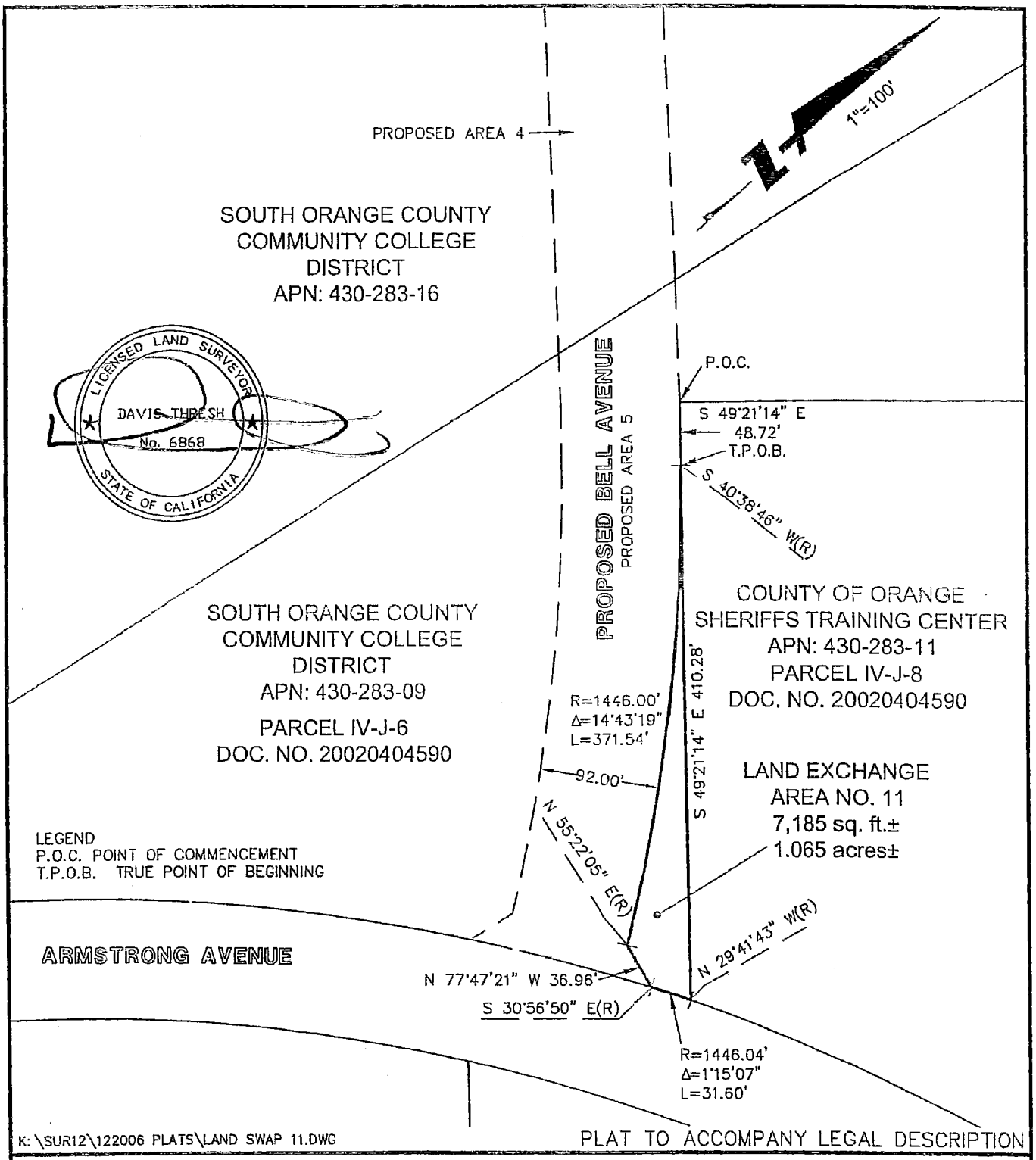
For: BKF Engineers

By: _____
Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

Date: 4-19-2013

K:\Surl2\122006.13 ATEP Land Swap Plats\DWG\MAIN\LEGALS\LAND EXCHANGE 11.doc



BKF
ENGINEERS | SURVEYORS | PLANNERS

600 SOUTH MAIN STREET
SUITE 920
ORANGE, CA 92868
714-415-0500
714-415-0599 (FAX)

Subject SCHEDULE 1
LAND EXCHANGE AREA 11
Job No. 20122006-13
By RL Date 4/19/13 Chkd. WS
SHEET 1 OF 1

Parcel name: AREA 11

North: 2206204.1020 East : 6080875.8018
Line Course: S 49-21-14 E Length: 410.28
North: 2205936.8527 East : 6081187.1006
Curve Length: 31.60 Radius: 1446.04
Delta: 1-15-07 Tangent: 15.80
Chord: 31.60 Course: S 59-40-44 W
Course In: S 29-41-43 E Course Out: N 30-56-50 W
RP North: 2204660.7178 East : 6081903.4502
End North: 2205920.9015 East : 6081159.8266
Line Course: N 77-47-21 W Length: 36.96
North: 2205928.7189 East : 6081123.7028
Curve Length: 371.54 Radius: 1446.00
Delta: 14-43-19 Tangent: 186.80
Chord: 370.53 Course: N 41-59-35 W
Course In: S 55-22-05 W Course Out: N 40-38-46 E
RP North: 2205106.9533 East : 6079933.9056
End North: 2206204.1020 East : 6080875.8084
Line Course: N 45-00-00 W Length: 0.00
North: 2206204.1020 East : 6080875.8084

Perimeter: 850.39 Area: 7,185.22 sq. ft. 0.165 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0066 Course: S 81-11-13 E
Error North: -0.00102 East : 0.00657
Precision 1: 128,845.45

4.19.2013

EXHIBIT H

CEQA Document

EXHIBIT I

Ground Lease

Exhibit I

GROUND LEASE

BETWEEN

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT,
a public agency, as Landlord

-AND-

THE COUNTY OF ORANGE,
a political subdivision of the State of California, as Tenant

Dated: _____, 2016

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GROUND LEASE

THIS GROUND LEASE (this **"Lease"**) is made and entered into as of the ___ day of ____, 2016 (the **"Effective Date"**), by and between **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, a public agency (**"Landlord"**) and **THE COUNTY OF ORANGE,** a political subdivision of the State of California (**"Tenant" or "County"**).

RECITALS

A. Landlord is the owner of the fee or subleasehold interest in approximately ten (10) acres of real property (the **"Site"**) on the site of the former Marine Corps Air Station, Tustin (**"MCAS Tustin"**), located in the City of Tustin, County of Orange, State of California.

B. The fee portion of the Site (the **"Fee Property"**) consists of approximately six and 8/10 (6.8) acres, and is more particularly described in Exhibit A-1 attached hereto. The Fee Property was originally acquired by the City of Tustin (the **"City"**) from the United States of America acting through the Department of the Navy (the **"Navy"**) pursuant to that certain Quitclaim Deed E and Environmental Restriction Pursuant to Civil Code Section 1471 dated May 13, 2002 and recorded on May 14, 2002 in the Official Records of Orange County, California (the **"Official Records"**) as Instrument No. 20020404595 (the **"Navy Deed"**). Landlord, in turn, acquired the fee portion of the Site from the City pursuant to that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 dated April 22, 2004 and recorded in the Official Records on April 29, 2004 as Instrument No. 2004000369376 (the **"2004 Quitclaim Deed"**). The covenants and restrictions in Sections 3 through 5 inclusive of the 2004 Quitclaim Deed were amended and restated in their entirety pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions and Environmental Restriction Pursuant to Civil Code Section 1471 executed by City and Landlord dated August 8, 2013 and recorded in the Official Records on August 9, 2013 as Instrument No. 2013000475497 (the **"Amended Deed Restrictions"**). The 2004 Quitclaim Deed as amended by the Amended Deed Restrictions shall be referred to herein as the **"City Deed."**

C. The subleased portion of the Site (the **"Sublease Area"**) consists of approximately three and 2/10 (3.2) acres, and is more particularly described in Exhibit A-2 attached hereto. The Sublease Area is subject to that certain Lease in Furtherance of Conveyance by and between the Navy as landlord and the City as tenant dated May 13, 2002 (the **"LIFOC"**). The City in turn subleased the Sublease Area to Landlord pursuant to that certain Sublease dated April 29, 2004 (the **"Original Sublease"**), a Short Form Notice of which was recorded in the Official Records on April 7, 2004 as Instrument No. 2004000373082 (the **"Original Notice of Sublease"**). The Original Sublease has been amended by that certain Amendment No. 1 thereto dated August 9, 2013 and by that certain Amendment No. 2 thereto dated August 7, 2014 (as so amended, the **"Sublease"**). The Original Notice of Sublease has been amended by that certain Amendment No. 1 thereto recorded in the Official Records on August 9, 2013 as Instrument No. 2013000475494, and by that

certain Amendment No. 2 thereto recorded in the Official Records on August 14, 2014 as Instrument No. 2014000329020 (as so amended, the **"Notice of Sublease"**).

D. Landlord and Tenant have executed that certain Amended and Restated Agreement for the Exchange of Real Property dated _____, 2016 (the **"Exchange Agreement"**), pursuant to which Landlord has agreed to convey the Site in fee to Tenant, in exchange for which Tenant will cause the conveyance to Landlord in fee of the "County Exchange Parcel" (as defined in the Exchange Agreement), an adjacent parcel of real property comprised of approximately ten (10) acres (the **"Exchange"**). It is a condition precedent to the Exchange that the Navy shall have conveyed fee title to the County Exchange Parcel and the Sublease Area to the City. The Navy will not make such conveyance until certain issues relating to the ongoing remediation of Hazardous Substances (as defined below) on the County Exchange Parcel, the Sublease Area and certain adjacent parcels are resolved. Upon the satisfactory resolution of such issues, the Navy will issue a document known as a Finding of Suitability for Transfer (**"FOST"**), which will, among other things, enable the Navy to convey fee title to the County Exchange Parcel and the Sublease Area to the City.

E. Pursuant to the Exchange Agreement, County desires to commence development of an animal care center (the **"Center"**) on the Site as soon as possible. As shown on the conceptual site plan attached hereto as Exhibit B (the **"Tenant Plan"**), the Center will be comprised of the following improvements: buildings housing animals, an administration building, a parking area for County staff and vehicles, and a separate parking area for the public, together with driveways for ingress and egress and related landscaping improvements.

F. Pursuant to the Exchange Agreement, pending the issuance of the FOST: (a) Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Fee Property, subject to the Navy Deed, the City Deed and the terms and conditions of this Lease; and (b) Landlord is willing to sub-sublease to Tenant and Tenant is willing to sub-sublease from Landlord the Sublease Area, subject to the Navy Deed, the LIFOC, the Sublease and the terms and conditions of this Lease.

G. Landlord is the owner of the fee or subleasehold interest in approximately sixty-two (62) acres of real property adjacent to the Site. Landlord has planned a development consisting of educational and commercial uses on such real property known as the "Advanced Technology & Education Park" (such development shall be referred to herein as the **"Project"** or as **"ATEP"**). A map depicting ATEP upon the consummation of the Exchange is depicted on Exhibit C attached hereto. A portion of ATEP consists of an approximately ten (10) acre parcel immediately adjacent to the Site, as depicted on Exhibit C (the **"Adjacent Parcel"**).

H. On _____, Landlord obtained the consent by City to this Ground Lease pursuant to the Sublease.

I. Prior to the execution and delivery hereof, the governing body of each of the Parties approved the execution and delivery of this Lease.

AGREEMENT

NOW, THEREFORE, taking the foregoing Recitals into account, and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Definitions**. For purposes of this Lease, the following definitions shall apply. All section references shall be deemed to refer to this Lease unless indicated otherwise:

1.1.1 **Action** shall have the meaning set forth in Section 19.19.

1.1.2 **Additional Rent** shall have the meaning set forth in Section 4.5.

1.1.3 **Adjacent Parcel** shall have the meaning set forth in Recital G.

1.1.4 **ADT's** shall have the meaning set forth in Section 3.2.2.

1.1.5 **Affiliate** means any Person controlling, controlled by or under common control with the Person in question. As used in the foregoing, "control" and its related words means the ability to effectively direct the management decisions of the Person in question.

1.1.6 **Aggregate Rent Payments** shall have the meaning set forth in Section 16.3.1.

1.1.7 **Alterations** shall have the meaning set forth in Section 9.1.1.

1.1.8 **Annual Base Rent** shall have the meaning set forth in Section 4.1.

1.1.9 **Assessments** shall mean any and all special assessments or levies or charges made by the City, the County, or any other Governmental Authority for purposes of constructing or maintaining local or regional infrastructure improvements.

1.1.10 **Assignment or Assign** shall refer to any assignment or transfer of Tenant's Interest by operation of Law or otherwise.

1.1.11 **ATEP** shall have the meaning set forth in Recital G.

1.1.12 **Award** shall have the meaning set forth in Section 11.8.

1.1.13 **BOT** shall mean the Board of Trustees of Landlord.

1.1.14 **Business Day** shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday on which Landlord is not closed for employee holiday observances.

1.1.15 **Center** shall have the meaning set forth in Recital E.

1.1.16 Central Orange County Area shall refer to the Cities of Tustin, Irvine and Costa Mesa.

1.1.17 CEQA shall mean the California Environmental Quality Act, California Public Resources Code Sections 21000 *et seq.*, or any successor statute.

1.1.18 CEQA Document shall have the meaning set forth in Section 3.1.1.

1.1.19 CGL Policy shall have the meaning set forth in Section 10.1.1.

1.1.20 Chronic Default shall have the meaning set forth in Section 15.2.4.

1.1.21 City shall have the meaning set forth in Recital B.

1.1.22 City Assignee Approval shall have the meaning set forth in Section 12.1.

1.1.23 City/County Agreement shall mean that certain Agreement between the City and Tenant dated September 11, 2012 concerning the development of the Center on the Site.

1.1.24 City Deed shall have the meaning set forth in Recital B.

1.1.25 Claim or Claims means any and all claims, actions, causes of action, demands, orders, damages, liabilities, costs, expenses (including reasonable attorneys' fees, fees of expert witnesses and consultants, and court and litigation costs), costs and expenses attributable to compliance with judicial and regulatory orders and requirements, fines, penalties, liens, taxes, or any other type of compensation.

1.1.26 Construction Requirements shall mean the following: (a) all applicable Laws (including without limitation the Specific Plan and the Tustin Municipal Code, as applicable), the Navy Deed, the City Deed and City/County Agreement; (b) the LIFOC and the Sublease (as to the Sublease Area); (c) all conditions of approval of any development plans or permits or subdivision maps issued by the City or other Governmental Authorities concerning the Site or the Improvements; (d) the Final Site Plan and the Improvement Plans as reviewed by Landlord for the Improvements; and (e) the requirements of this Lease applicable to the construction of the Improvements on the Site.

1.1.27 Contractor or Contractors shall refer to each contractor or subcontractor (of any tier) hired by Tenant to construct, maintain or repair the Improvements or any portion thereof, or to perform any Alterations.

1.1.28 Corrective Action shall have the meaning set forth in Section 3.3.9.

1.1.29 County shall have the meaning set forth in the first paragraph of this Lease.

1.1.30 Design Professional shall mean a qualified professional architect or engineer, licensed in the State of California and in good standing, who may perform architectural

or engineering services, including analysis of project requirements, creation and development of the project design, preparation of drawings and specifications and bidding requirements.

1.1.31 DSA means the Division of the State Architect of California.

1.1.32 Effective Date shall mean the date set forth in the opening paragraph of this Lease.

1.1.33 Environmental Assessment shall have the meaning set forth in Section 16.4.3.

1.1.34 Environmental Restrictions shall collectively refer to the Navy Deed, the City Deed and as to the Sublease Areas, the LIFOC and the Sublease.

1.1.35 Environmental Studies shall have the meaning set forth in Section 2.6.1.

1.1.36 Escrow Agent shall have the meaning set forth in Section 11.8.

1.1.37 Event of Default shall mean the occurrence of any of the events set forth in Sections 15.2.1 through 15.2.7 inclusive.

1.1.38 Exchange shall have the meaning set forth in Recital D.

1.1.39 Exchange Agreement shall have the meaning set forth in Recital D.

1.1.40 Fee Property shall have the meaning set forth in Recital B.

1.1.41 Final Site Plan shall have the meaning set forth in Section 3.1.

1.1.42 Force Majeure shall mean the occurrence of any of the following events: a strike, act of God, inability to obtain labor or materials, governmental restriction or delay, enemy action, civil commotion, weather conditions beyond those typical for the Central Orange County Area, fire, or other event or cause that is beyond Tenant's reasonable control.

1.1.43 FOST shall have the meaning set forth in Recital D.

1.1.44 Governmental Authority shall mean all federal, state or local governmental or quasi-governmental bodies and authorities having jurisdiction over the Parties or the Site, including without limitation, the Navy, the DSA (for the Common Driveway) and the City.

1.1.45 Hazardous Substance or Hazardous Substances shall mean any material or substance (a) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, division 20, chapter 6.5 (Hazardous Waste Control law); (b) defined as a "hazardous substance" under Section 26316 of the California Health and Safety Code, division 20, chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (c) defined as a "hazardous material," "hazardous

substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, division 20, chapter 6.954 Hazardous Substance" wider Section 25281 of the California Health and Safety Code, division 20, chapter 6.7 (Underground Storage of Hazardous Substances); (d) petroleum; (e) asbestos; (f) polychlorinated biphenyls; (g) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, division 4, chapter 20; (h) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq., 33 U.S.C. § 1321, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 6903); (i) defined as a hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 6901 et seq.); or (j) found to be a pollutant, contaminant, toxic or hazardous waste or toxic or hazardous substance in any reported decision of a Federal or California state court, or which may give rise to liability under any Federal or California common law theory based on nuisance or strict liability.

1.1.46 Hazardous Substance Laws means any Laws regulating or relating to Hazardous Substances.

1.1.47 Holdover Base Rent shall have the meaning set forth in Section 2.3.

1.1.48 Improvement Plans shall mean (as applicable) those schematic design drawings, design development drawings, construction drawings, and other plans and specifications for the construction of the Improvements.

1.1.49 Improvements means all buildings or other structures on the Site to be constructed under the terms of this Lease, including without limitation the following: (a) all buildings or other structures shown on the Final Site Plan; (b) all grading improvements, landscaping, hardscaping and irrigation improvements and street improvements; (c) all sidewalks, walkways, and other accessways located within the Site; (d) all necessary facilities and connections for water, storm drain, sewer, electricity, natural gas, telecommunications and other utility services for the Site; (e) all environmental control systems required to be incorporated into any building or other structure in order to comply with the Construction Requirements; and (f) any replacements, reconstruction or restorations of any of the foregoing.

1.1.50 Initial Improvements shall mean those Improvements to be constructed as shown on the Final Site Plan.

1.1.51 Initial Rent Period shall have the meaning set forth in Section 4.1.

1.1.52 Institutional Lender shall mean any of the following entities acting on its own or in a fiduciary capacity, so long as such entity (together with any entity directly or indirectly owning or controlling such entity or directly or indirectly owned, controlled by or under common control with such entity) has an aggregate combined net worth of at least $500,000,000: (a) a bank, savings and loan association, savings institution, trust company or national banking association, (b) a charitable foundation, (c) an insurance company, (d) a pension, retirement or profit-sharing trust or fund, (e) an investment company or business development company, as defined in the Investment Company Act of 1940, as amended, (f) a broker or dealer registered under the Securities Exchange Act of 1934, as amended, or any

investment advisor registered under the Investment Advisers Act of 1940, as amended, (g) a public employees' pension or retirement system or any other government agency supervising the investment of public funds, or (h) any entity directly or indirectly owning or controlling any of the foregoing or directly or indirectly owned, controlled by or under common control with any of the foregoing.

1.1.53 Judicial Reference Proceeding shall have the meaning set forth in Section 17.1.

1.1.54 Landlord shall have the meaning set forth in the introductory paragraph of this Lease.

1.1.55 Landlord Indemnified Parties shall mean Landlord and its Affiliates, the California Community Colleges Board of Governors, each of their respective appointed and elected officials, and each of their respective agents, attorneys, employees, contractors and representatives.

1.1.56 Landlord's Interest shall mean Landlord's entire interest in (a) fee title to the Fee Property, (b) subleasehold interest to the Sublease Area, and (c) this Lease.

1.1.57 Laws shall mean the applicable statutes, ordinances, rules, codes, requirements, permits, regulations, or the like, of any applicable Governmental Authority, or any requirements imposed by a court of competent jurisdiction.

1.1.58 Lease shall have the meaning set forth in the introductory paragraph of this instrument.

1.1.59 Lease Expiration Date shall have the meaning set forth in Section 2.2.

1.1.60 Machinery Insurance shall have the meaning set forth in Section 10.1.5.

1.1.61 Major Work shall mean each of the following: (a) the construction of the Initial Improvements; (b) any Alterations the cost of which as reasonably estimated by Tenant will exceed Three Hundred Thousand and No/100 Dollars ($300,000.00); and (c) any reconstruction after casualty pursuant to Section 9.2 below or reconstruction after a Partial Taking pursuant to Section 11.7 below, in either case the cost of which as reasonably estimated by Tenant will exceed Three Hundred Thousand and No/100 Dollars ($300,000.00).

1.1.62 Market Value shall have the meaning set forth in Exhibit G.

1.1.63 Material Adverse Change means any material adverse change in the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of a Person or any of its subsidiaries (taken as a whole).

1.1.64 MCAS Tustin shall have the meaning set forth in Recital A.

1.1.65 Memorandum of Lease shall have the meaning set forth in Section 2.1.2.

1.1.66 Navy shall have the meaning set forth in Recital B.

1.1.67 Navy Deed shall have the meaning set forth in Recital B.

1.1.68 Note shall have the meaning set forth in Section 14.2.

1.1.69 Notice of City/County Agreement shall mean that certain Short Form Notice of Agreement between the City and Tenant concerning the City/County Agreement, which will be recorded in the Official Records concurrently with the recordation of the Memorandum of Lease.

1.1.70 Notice of Sublease shall have the meaning set forth in Recital C.

1.1.71 Official Records shall have the meaning set forth in Recital B.

1.1.72 Option Exercise Notice shall have the meaning set forth in Section 16.2.

1.1.73 Option Trigger Date shall have the meaning set forth in Section 16.2.

1.1.74 Partial Taking shall have the meaning set forth in Section 11.4.

1.1.75 Party or Parties shall refer to Landlord or Tenant or both, as the context requires.

1.1.76 Permitted Exceptions shall have the meaning set forth in Section 2.1.1.

1.1.77 Person shall mean any natural person, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization or any other entity.

1.1.78 Premises shall mean the Site and the Improvements.

1.1.79 Proceeds shall have the meaning set forth in Section 9.2.2.

1.1.80 Prohibited Person shall mean a person or entity (a) listed in the Annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the **"Executive Order"**); (b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order; (d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (e) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, www.ustreas.gov/offices/enforcement/ofac or at any replacement website or other replacement official publication of such list; or (f) who is an Affiliate of or affiliated with a person or entity listed above.

1.1.81 Project shall have the meaning set forth in Recital G.

1.1.82 Property Insurance Policy shall have the meaning set forth in Section 10.1.4.

1.1.83 Purchase Escrow shall have the meaning set forth in Section 16.3.1.

1.1.84 Purchase Escrow Closing Date shall have the meaning set forth in Section 16.3.1.

1.1.85 Purchase Escrow Holder shall have the meaning set forth in Section 16.3.1.

1.1.86 Purchase Option shall have the meaning set forth in Section 16.3.

1.1.87 Purchase Price shall have the meaning set forth in Section 16.3.1.

1.1.88 REA shall mean that certain Reciprocal Easement Agreement between Landlord and Tenant of even date herewith which will be recorded in the Official Records concurrently with the recordation of the Memorandum of Lease. The REA concerns a common access driveway located partially on the Site and partially on the Adjacent Parcel.

1.1.89 Rent shall have the meaning set forth in Section 4.5.

1.1.90 Rent Adjustment Date shall have the meaning set forth in Section 4.2.

1.1.91 Site shall have the meaning set forth in Recital A.

1.1.92 Specific Plan shall mean that certain MCAS Tustin Specific Plan/Reuse Plan adopted by the City on February 3, 2003, as amended from time to time.

1.1.93 Sublease shall have the meaning set forth in Recital C.

1.1.94 Sublease Area shall have the meaning set forth in Recital C.

1.1.95 Surrender Option shall have the meaning set forth in Section 16.2.

1.1.96 Surrender Requirements shall have the meaning set forth in Section 16.5.

1.1.97 Taking shall have the meaning set forth in Section 11.2.

1.1.98 Taxes shall mean all real property taxes and assessments, possessory interest taxes, gross receipts taxes, rental taxes, excise taxes, parking taxes, business and occupation fees or taxes, gross sales taxes, occupational license fees, water and sewer rates and charges, environmental taxes or assessments and other similar governmental charges, whether general or special, ordinary or extraordinary, which may be levied, assessed, charged or imposed by any Governmental Authority, or may become a lien or charge upon the Premises or any part or parts thereof, or upon Tenant's Interest. Taxes shall include any of the foregoing imposed at any time during the Term, whether or not now customary or within the contemplation of the

Parties and regardless of whether the same shall be foreseen or unforeseen, similar or dissimilar to any of the foregoing.

1.1.99 Tenant shall have the meaning set forth in the introductory paragraph of this Lease.

1.1.100 Tenant Plan shall have the meaning set forth in Recital E. The Tenant Plan has been submitted to and approved by the BOT concurrently with the approval of this Lease.

1.1.101 Tenant's Interest shall mean Tenant's entire interest in (a) the Site, (b) the Improvements and (c) this Lease.

1.1.102 Term shall have the meaning set forth in Section 2.2.

1.1.103 Total Taking shall have the meaning set forth in Section 11.3.

ARTICLE 2
GRANT AND TERM

2.1 Grant of Lease. In consideration of the covenants and agreements to be observed and performed by Tenant, Landlord hereby (a) leases to Tenant, and Tenant hereby leases from Landlord, the Fee Property, subject to the Permitted Exceptions; and (b) sub-subleases to Tenant, and Tenant hereby sub-subleases from Landlord, the Sublease Area, subject to the Permitted Exceptions.

2.1.1 Condition of Title. Tenant acknowledges that it has reviewed and approved the condition of title to the Site, and that Tenant's leasehold interest created by this Lease shall be subject to the following (collectively, the **"Permitted Exceptions"**):

(a) Those exceptions to title set forth in that certain Preliminary Title Report dated _____ (Order No. _____) issued by First American Title Insurance Company, a copy of which is attached hereto as Exhibit D;

(b) A lien to secure payment of non-delinquent general and special real estate taxes and assessments;

(c) Matters affecting title to the Site caused or created by Tenant;

(d) The REA;

(e) The Notice of City/County Agreement;

(f) The Memorandum of Lease; and

(g) The Notice of Sublease (as to the Sublease Area).

2.1.2 Recordation of Documents. Concurrently with the execution hereof, Landlord and Tenant shall execute and cause to be recorded in the Official Records the Memorandum of Lease in the form of Exhibit E attached hereto (the **"Memorandum of Lease"**). In addition, upon the termination of this Lease (unless the Lease is terminated by the transfer of a fee interest in the Premises to the Tenant pursuant to the Exchange Agreement), Landlord and Tenant shall execute and deliver a quitclaim deed or such other document or documents terminating the Memorandum of Lease as Landlord may require in its reasonable discretion.

2.1.3 Sub-Sublease. This Section 2.1.3 shall apply to the sub-sublease of the Sublease Area pursuant to this Lease. The sub-sublease of the Sublease Area shall be subject to all of the terms, conditions and covenants of the LIFOC and the Sublease, and Tenant agrees to perform and be bound by the same with respect to the Sublease Area, except to the extent that the City has agreed otherwise pursuant to the City-County Agreement. Landlord shall have no duty or obligation to Tenant under the LIFOC or the Sublease other than to keep the Sublease in full force and effect during the Term; provided however, that Landlord shall not be liable to Tenant for any earlier termination of the LIFOC or the Sublease, which is not due to the default of Landlord. As between Landlord and Tenant, in the event of any inconsistency between the terms of the LIFOC and the Sublease on the one hand and this Lease on the other hand, the terms of this Lease shall govern.

2.2 Term. The **"Term"** of this Lease shall commence on the Effective Date and shall expire, without notice or other action by either Party, at 11:59 p.m. Pacific Time on that date (the **"Lease Expiration Date"**) that is the first to occur of (a) the "Escrow II Closing Date" (as such term is defined in the Exchange Agreement) or (b) April 29, 2034, unless this Lease is sooner terminated pursuant to the terms of this Lease.

2.3 Holding Over. This Section 2.3 shall apply only in the event that (a) this Lease is terminated due to an Event of Default by Tenant or (b) the Exchange fails to occur pursuant to the Exchange Agreement on or before April 29, 2034. In the event that this Section 2.3 is applicable, no holding over after the termination or expiration of this Lease shall be permitted. Any holding over by Tenant after expiration or earlier termination shall not constitute a renewal or extension of this Lease, nor shall it give Tenant any rights in or to the Site, or any part thereof. If Tenant holds over after the expiration or earlier termination of the Term, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Base Rent shall be payable at a monthly rate (**"Holdover Base Rent"**) equal to 150% of the greater of (a) the Annual Base Rent applicable to the last year of the Term under this Lease (*i.e.*, one-twelfth of the Annual Base Rent payment payable hereunder by Tenant), and (b) the then-current fair market rent for the Premises (inclusive of Improvements to the extent the same increases the value of the Premises for the highest and best use) for its highest and best legally permitted use, as reasonably determined by Landlord. Such month-to-month tenancy shall be subject to every other applicable term, covenant and agreement contained in this Lease. Nothing contained in this Section shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or earlier termination of this Lease.

2.4 Ownership and Removal of Improvements and Personal Property.

2.4.1 Ownership of Improvements. Except as hereinafter provided, Tenant shall be the owner of all Improvements, and all furnishings, fixtures and personal property located thereon. Tenant shall retain all rights to depreciation, deductions and tax credits arising from its ownership of said property. Except as permitted by this Lease, Tenant shall not remove any Improvements from the Site, nor waste or destroy any Improvements. In the event that (a) this Lease is terminated due to an Event of Default by Tenant or (b) the Exchange fails to occur pursuant to the Exchange Agreement on or before April 29, 2034, all Improvements shall revert to Landlord without compensation or payment of any kind to, or requirement of consent or other act of Tenant, without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without payment of any kind or nature by Landlord to Tenant or to any other Person. If requested by Landlord, Tenant shall, without charge to Landlord, execute, acknowledge and deliver to Landlord appropriate documentation (in form and content satisfactory to Landlord) which acknowledges and confirms that Landlord retains all right, title and interest in and to the Improvements as of the expiration or earlier termination of this Lease.

2.4.2 Tenant's Right to Remove Personal Property. This Section 2.4.2 shall apply in the event that this Lease is terminated due to an Event of Default by Tenant or the Exchange fails to occur pursuant to the Exchange Agreement on or before April 29, 2034. In the event this Section 2.4.2 is applicable, Tenant may remove any or all of Tenant's personal property and trade fixtures from the Premises so long as (a) such personal property and trade fixtures can be removed without material damage to the Improvements, (b) such personal property and trade fixtures are removed within ninety (90) days following such expiration or earlier termination of this Lease and (c) all resultant injuries to the Premises are promptly and substantially remedied and Tenant takes reasonable steps necessary to preserve the appearance of the Premises. Upon request of Landlord, Tenant shall remove any and all of Tenant's personal property from the Premises upon expiration or earlier termination of this Lease. Any personal property and trade fixtures remaining on the Site after said ninety (90) day period shall automatically vest and become the sole property of Landlord without any payment by Landlord and without any further action or agreement required in connection therewith, including the necessity of bill of sale, deed, conveyance or other act or agreement of Tenant, and without payment of any kind or nature by Landlord to Tenant or to any other Person.

2.5 Quiet Enjoyment. So long as there has been no Event of Default and except Landlord's actions in the case of an emergency for the purposes of protecting public health or safety, Tenant shall lawfully, peacefully and quietly hold, occupy and enjoy the Site without disturbance, interruption or hindrance by Landlord, or any Person claiming by or through Landlord. Landlord shall in no event be liable in damages or otherwise, nor shall Tenant be released from any obligation hereunder, because of the interruption of any service, or a termination, interruption or disturbance attributable to an event of Force Majeure or any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, business invitees, or any Person claiming by or through Tenant.

2.6 Condition of Site.

2.6.1 Environmental Condition. Tenant acknowledges that: (a) the Site was a part of the former MCAS Tustin, and has been the subject of numerous reports and studies concerning the presence of Hazardous Substances on and under the Site and concerning the remediation thereof; (b) groundwater remediation and monitoring activities by the Navy and its contractors on the Site are ongoing; and (c) pursuant to the Exchange Agreement, Tenant has been provided by Landlord with access to those reports and studies concerning the environmental condition of the Site and the ongoing remediation activities thereon as set forth on Schedule 1 attached hereto (collectively, the **"Environmental Studies"**).

2.6.2 Tenant's Investigation; As-Is.

(a) Tenant acknowledges that prior to the Effective Date, Tenant has satisfied itself that all matters related to the Site are acceptable to Tenant, including the state of title thereto; the physical condition thereof; and, as applicable, the accessibility and location of utilities; all mechanical, plumbing, sewage, and electrical systems located therein; the suitability of soils; and the information contained in the Environmental Studies and other investigations regarding the Site. Tenant further agrees that prior to the Effective Date, Tenant has reviewed all items that in Tenant's sole judgment affect or influence Tenant's lease and use of the Site and Tenant's willingness to consummate the transactions described by this Lease.

(b) Tenant acknowledges and agrees that it is leasing the Site on an "AS-IS" basis, in reliance solely on its own inspection of the Site and on Landlord's representations and warranties as set forth in the Exchange Agreement.

(c) Landlord makes no representation or warranty as to the Navy's obligations with respect to the environmental condition of the Site or the adequacy or accuracy of any of the Environmental Studies. Tenant acknowledges and agrees that: (a) there may be some residual contamination on the Site as a result of Navy historic activities; and (b) the Navy has agreed to accept certain limited responsibility for any contamination it caused, including any contamination discovered after transfer from the Navy, in accordance with existing Laws, including the National Defense Authorization Act For Fiscal Year 1993 as amended (Public Law No. 102-434), Section 330 and Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h).

(d) Tenant acknowledges and agrees that the lease of the Site is subject to the terms and conditions expressly set forth in the Environmental Restrictions. From and after the Effective Date, Tenant agrees to assume and faithfully perform any covenants running with the land and obligations set forth in the Environmental Restrictions as obligations to be performed by the grantee or owner or their successors or assigns.

2.7 No Release of Tenant. Except as otherwise expressly provided herein, this Lease shall continue in full force and effect, and the obligations of Tenant hereunder shall not be released, discharged or otherwise affected, by reason of: (a) any damage to or destruction of all or any portion of the Premises, or any condemnation of all or any portion of the Premises; (b) any

restriction or prevention of or interference with any use of the Premises; (c) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other proceeding relating to Landlord, Tenant, or any Affiliate of Tenant, or any action taken with respect to this Lease by any trustee or receiver, or by any court, in any proceeding; (d) any claim that Tenant or any other Person has or might have against Landlord; (e) any failure on the part of Landlord to perform or comply with any of the terms hereof or of any other agreement with Tenant or any other Person; or (f) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, in each case whether or not Tenant shall have notice or knowledge of any of the foregoing.

ARTICLE 3
PLANNING AND CONSTRUCTION OF THE IMPROVEMENTS;

3.1 **Final Site Plan**. The terms and conditions of Section 4.2 of the Exchange Agreement shall apply to the planning and development of the Center, and to the review of the Site Plan and the associated CEQA Document, if any (as such terms are defined in the Exchange Agreement). Upon approval of the Site Plan and the CEQA Document by the City, and the expiration of all time periods for the appeal of such approval without an appeal being filed, then the Site Plan shall be deemed to be the **"Final Site Plan"** for the purposes of this Lease.

3.2 **Tenant's Right and Obligation to Construct Improvements**.

3.2.1 Tenant's Obligation to Construct. After obtaining the Final Site Plan, Tenant shall, at its sole cost and expense, design and construct, or cause to be designed and construct, the Improvements upon the Site in accordance in all material respects with the Construction Requirements, including without limitation the provisions of this Article 3. Tenant shall also comply with all of the terms of this Article 3 in connection with any Alterations pursuant to Section 9.1 below, restoration after a casualty pursuant to Section 9.2 below or restoration after a Partial Taking pursuant to Section 11.7 below.

3.2.2 Trips. Landlord has previously obtained from the City a determination of the average daily trips (**"ADTs"**) assigned to the Project. Tenant shall be responsible for obtaining a determination from the City of the number of ADT's that will be assigned to the Site and Tenant shall make its own determination whether that number is adequate for the use and operation of the Center. To the extent required by the City, Tenant will cause the level of service to be analyzed by a traffic engineer and approved by the City prior to the issuance of any development permits or approvals by the City, which traffic analysis will assume that Landlord and all other property owners in Neighborhood A (as designated in the Specific Plan) use all of the ADTs that are assigned to such properties pursuant to the Specific Plan as in effect as of the Effective Date. The number of ADTs required by Tenant for its use and operation of the Center on the Site shall not exceed the number of ADTs allocated to the Site or, prior to the issuance of any development permits, be found to substantially change the trip distribution or peak hour trips assumptions in the Specific Plan.

3.3 **Major Work**. The requirements of this Section 3.3 shall apply to all Major Work.

3.3.1 Review of Plans.

(a) Initial Improvements. Consistent with Section 4.2.2 of the Exchange Agreement, not later than thirty (30) days prior to submitting to Tenant's Planning Department or the City or any other Governmental Authority any proposed Improvement Plans for the Initial Improvements, requests for approvals or permits to construct the Initial Improvements, Tenant shall first submit to Landlord for its review all Improvement Plans related thereto. All such Improvement Plans shall be consistent with the Final Site Plan and all other Improvement Plans previously reviewed by Landlord. Landlord shall have a period of fifteen (15) days following submission of each set of Improvement Plans for the Initial Improvements by Tenant to review and provide comments to the same in its reasonable discretion. In the event that Landlord has comments to such Improvement Plans, it shall specify such comments in writing. Tenant shall give full consideration to any comments received from Landlord to such Improvement Plans.

(b) Other Major Work. Not later than sixty (60) days prior to submitting to Tenant's Planning Department or the City or any other Governmental Authority any proposed Improvement Plans for any Major Work other than the Initial Improvements, requests for approvals or permits to construct such Major Work, Tenant shall first submit to Landlord for its review all Improvement Plans related thereto. All such Improvement Plans shall be consistent with the Final Site Plan and all other Improvement Plans previously reviewed by Landlord. Landlord shall have a period of thirty (30) days following submission of each set of Improvement Plans for Improvements (other than the Initial Improvements) by Tenant to review and provide comments to the same in its reasonable discretion. In the event that Landlord has comments to the Improvement Plans, it shall specify such comments in writing. Tenant shall give full consideration to any comments received from Landlord to the Improvement Plans.

3.3.2 Financing Commitments. Tenant represents and warrants to Landlord that there are funds available and designated to Tenant sufficient to pay for one hundred percent (100%) of the total hard costs and indirect or "soft costs" associated with any Major Work, including, without limitation, architectural fees, other professional or consulting fees, finance charges or fees for loan commitments or money borrowed for such construction, costs for obtaining governmental approvals necessary for such construction, and Tenant's overhead and administrative costs for such construction and development.

3.3.3 Manner of Construction. All Improvements shall be designed by a duly licensed Design Professional, and all Improvements shall be constructed by, and any material repairs or Alterations thereto shall be made by, a duly licensed Contractor. All Improvements shall be diligently and continuously pursued from the commencement thereof through completion. Tenant shall construct all Improvements and perform all repairs in a good and workmanlike manner, strictly in conformance with any and all Laws, and in accordance with any approved Improvement Plans and with the Construction Requirements. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with the provisions of California Labor Code Section 1720 *et seq.* (or any successor statute) regarding payment of prevailing wages for the Improvements.

3.3.4 Permits and Approvals. Tenant shall be solely responsible for obtaining, at its sole cost and expense, all subdivision maps, permits and approvals required for the development, finance, leasing or operation of any Improvements from the City, the DSA (for the Common Driveway per Exhibit P, Section 1 of the Exchange Agreement, if applicable) and all other Governmental Authorities, and for any issuance or re-issuance of all certificates of occupancy or equivalent permits required by applicable Law for the use and occupancy of the Premises; provided however, that Landlord shall assist Tenant (at no cost to Landlord) with respect to obtaining any required approvals from the DSA (for the Common Driveway). Without limiting the generality of the foregoing, Tenant shall be responsible for preparing and implementing a Storm Water Pollution Prevention Plan for the Site pursuant to applicable Law. Notwithstanding the foregoing, Tenant shall not apply to the City, the DSA (for the Common Driveway) or any other applicable Governmental Authority for a variance or amendment to the Construction Requirements except with the prior written approval of Landlord (which approval may not be unreasonably withheld), and Tenant shall not submit any environmental impact report or other consultant's report containing information regarding Landlord, ATEP or Landlord's other tenants to any Governmental Authority without Landlord's prior written approval (which approval may not be unreasonably withheld). Landlord shall not be obligated to sign, support or assume any liability under any application or other agreement relating to any permit, license or the like unless otherwise agreed by Landlord in its sole discretion and upon terms and conditions acceptable to Landlord.

3.3.5 Completion. Upon substantial completion of any Improvements, (a) Tenant shall record in the Official Records a Notice of Completion pursuant to California Civil Code Section 9204 or any successor statute, a copy of which as recorded shall be provided by Tenant to Landlord, (b) Tenant shall comply with any other applicable requirements of Law with respect to the completion of works of improvement, and (c) if the Improvements are a Major Work, Tenant's Design Professional shall deliver to Landlord a certificate setting forth the total cost of such construction and certifying that: (i) the Improvements have been substantially completed in compliance with the Construction Requirements; (ii) the completed Improvements have been inspected and finally approved by all appropriate Governmental Authorities and all certificates of occupancy or similar permits or approvals required as a condition to the occupancy or use of such Improvements have been duly issued; and (iii) all costs relating to the completed Improvements have been paid or discharged, as applicable.

3.3.6 Payment for Improvements. Tenant shall comply with Section 13.3 below and promptly pay all Design Professionals, Contractors and material suppliers for design or construction of the Improvements in accordance with their respective contracts with respect to work performed by or for Tenant or materials purchased by or for Tenant.

3.3.7 Construction Insurance. In addition to the requirements of Article 10, prior to commencing the construction of any Improvements, Tenant shall provide Landlord with evidence that Tenant carries: (a) "Builder's All Risk" insurance covering the construction, including vandalism and malicious mischief, covering all Improvements in place on the Premises, all materials and equipment stored at the Premises and furnished under contract (excluding contractor's equipment), and all materials and equipment that are in the process of fabrication at the premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such

materials or equipment has passed to, Tenant or its construction manager, contractors or subcontractors (excluding any contractors', subcontractors' and construction managers' tools and equipment, and property owned by the employees of the construction manager, any contractor or any subcontractor), such insurance to be written on a completed value basis in an amount not less than the full estimated replacement value of the Improvements; and (b) such other insurance or related requirements as Landlord may reasonably require. All such insurance shall conform to the requirements of Article 10. All Improvements shall be insured by Tenant pursuant to Article 10 immediately upon completion thereof.

3.3.8 Ownership of Improvements. All Improvements that may be installed or placed in or about the Premises shall be deemed to become an integral part of the Premises, and shall not be removed except as provided in Sections 2.4.1 of this Lease.

3.3.9 Lease Termination. If this Lease expires or is terminated prior to the completion of construction of any Improvements, Tenant shall, at Landlord's option and at Tenant's expense, either (a)remove all such partially completed Improvements, construction materials, equipment and other items from the Premises and restore the Premises to their pre-construction condition, or (b) assign the relevant contracts to Landlord without any pre-existing liability, to enable Landlord to complete such construction and charge Tenant for the expense of completion.

3.4 Commencement, Prosecution and Completion of Improvements. After commencement of construction of the Initial Improvements (a) such construction shall be diligently prosecuted so that the affected portion of the Premises shall not remain in a partly finished condition any longer than is reasonably necessary and in any event there shall be no stoppage of construction for a continuous period in excess of sixty (60) days except in cases of Force Majeure, (b) no material excavation that would alter drainage patterns or require a grading permit shall be made on any portion of the Premises and no material amount of sand, gravel, soil or other material shall be removed therefrom that would alter drainage patterns or require a grading permit, other than in connection with the construction of the Initial Improvements in accordance with the Construction Requirements. All imported soil shall be certified by a duly licensed soils engineer as being in compliance with Hazardous Substance Laws and acceptable for community college purposes pursuant to applicable Laws, and shall be compacted to meet the Construction Requirements depending upon the location and expected use.

3.5 Encumbrance of Estate. Tenant acknowledges that Landlord is prohibited under applicable Law to subordinate or subject Landlord's Interest to the lien of any Person providing financing to Tenant in connection with the design or construction of all Improvements or the maintenance and operation thereof. All such financing shall be the sole responsibility of Tenant.

3.6 Costs of Construction. Tenant shall bear all costs and expenses associated with construction of all Improvements, including all permit fees and costs imposed by the City or any other Governmental Authority, if any.

3.7 Common Driveway. As part of the Initial Improvements, Tenant shall be responsible for constructing the common driveway between the Site and the Adjacent Parcel pursuant to the Exchange Agreement.

3.8 **No Services or Improvements Provided by Landlord**. Except as set forth in the Exchange Agreement, Landlord shall not be required to furnish any services, utilities or facilities whatsoever to the Premises, and Tenant hereby assumes the full and sole responsibility, at Tenant's sole cost and expense, for obtaining, furnishing and paying for all services, utilities or facilities, including, but not limited to, heat, electricity, air conditioning, telecommunications, water and sewer services. Tenant hereby also assumes the full and sole responsibility, at Tenant's sole cost and expense, for the condition, operation, repair, maintenance, replacement and management of the Premises. Furthermore, Landlord has not agreed to construct any Improvements on the Premises. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure or delay in obtaining any service or utility, regardless of cause, or for any diminution in the quality or quantity thereof; and such failures or delays or diminution shall not be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises, or relieve Tenant from paying Rent or performing any of its obligations under this Lease, or give Tenant the right to terminate this Lease.

3.9 **Cooperation**. Each Party hereby covenants and agrees to cooperate with the other Party from and after the date of this Lease and throughout the term of this Lease in obtaining all approvals and permits that are necessary or desirable in order to develop and construct the Improvements and any other permitted Alterations including, without limitation, joining in applications, filings and submittals for use, building, grading, and construction permits, and participation in and support of the other Party's position in hearings, proceedings and meetings relating to any such permits or other governmental applications, submittals or approvals; provided, however, that the Party that is not performing such construction shall not be obligated to incur any expenses or liabilities in cooperating with the other Party's permitted construction activities.

ARTICLE 4
RENT

4.1 **Initial Rent Period**. Commencing on the Effective Date and continuing until the day prior to the fifth (5th) anniversary of the Effective Date (the **"Initial Rent Period"**), annual base rent shall accrue in the amount of One and No/100 Dollar ($1.00) per year (**"Annual Base Rent"**). On the Effective Date, Tenant shall pay to Landlord the Annual Base Rent for the entire Initial Rent Period, in the sum of Five and No/100 Dollars ($5.00), which payment shall be non-refundable and shall not be prorated.

4.2 **Annual Base Rent Adjustments**. Commencing on the fifth (5th) anniversary of the Effective Date and continuing on each subsequent anniversary of the Effective Date for the remainder of the Term (each, a **"Rent Adjustment Date"**), the amount of the then-current Annual Base Rent shall be adjusted in the manner hereinafter set forth. On the first Rent Adjustment Date, the Annual Base Rent shall increase to Two Hundred Thousand and No/100 Dollars ($200,000.00) per year. Commencing with the second Rent Adjustment Date and continuing with each subsequent Rent Adjustment Date thereafter, the Annual Base Rent shall increase by five percent (5%) over the Annual Base Rent applicable to the immediately preceding year. The Annual Base Rent shall be paid in a lump sum within thirty (30) days of each Rent Adjustment Date, and shall not be prorated.

4.3 **Place of Payment of Rental**. All rental payments shall be made in lawful money of the United States of America and shall be paid to Landlord at Landlord's address as set forth in Section 19.1 or to such other parties and/or to such other address as Landlord may from time to time designate in writing to Tenant. No invoice shall be required from Landlord in order for Tenant to be obligated to pay rental payments under this Article 4.

4.4 **Net Lease; No Rent Abatement or Reduction**. The rental set forth in this Article 4 is established on the assumption that Landlord will not have to pay any expense or incur any liabilities of any kind in any way relating to, or in connection with, the Premises during the Term, except as otherwise provided in this Lease. Accordingly, Tenant will promptly pay all costs of every kind and description relating to or arising out of the Premises during the Term, including without limitation capital infrastructure, capacity, upgrade, improvement, utility and other charges allocated generally to the Site by any Governmental Authorities and/or public or quasi-public utilities or other similar service providers to the Site. Except as expressly provided to the contrary in this Lease, Tenant shall not be entitled to any abatement, set-off or reduction in Annual Base Rent due under this Lease.

4.5 **Additional Rent; Rent**. All amounts and sums which Tenant is obligated to pay or reimburse to Landlord pursuant to this Lease (other than Annual Base Rent) shall be collectively referred to herein as **"Additional Rent."** All Additional Rent shall be due and payable within ten (10) days after Landlord's demand therefor. Additional Rent for any partial month at the beginning and the end of the Primary Term shall be prorated on a daily basis. All amounts of Annual Base Rent and Additional Rent payable in a given month (collectively, **"Rent"**) shall be deemed to comprise a single rental obligation of Tenant to Landlord.

4.6 **Late Charges**. Tenant acknowledges that the late payment of any Annual Base Rent or Additional Rent will cause Landlord to lose the use of such money and incur costs and expenses not contemplated under this Lease, including, without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, if any installment of Annual Base Rent or Additional Rent is not paid within five (5) calendar days after written notice from Landlord, then Tenant shall thereafter pay to Landlord on demand a late charge equal to five percent (5%) of the amount of any installment of Annual Base Rent or Additional Rent not paid on the due date. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant.

ARTICLE 5
USE

5.1 **Use of Premises**. Tenant shall use the Site solely for the construction, maintenance and operation of the Center or similar public or governmental purposes or a County of Orange governmental office (and any Alterations thereto pursuant to Section 9.1). Tenant shall ensure that the Improvements shall at all times be constructed, maintained and operated only in a manner consistent with the Construction Requirements and the City/County Agreement.

5.2 **Changed Use**. Should the use of all or any portion of the Site or the Improvements materially change at any time during the Term of this Lease in a manner which is inconsistent

with the requirements set forth in this Lease (including, without limitation, Section 5.1, above), and should this change not be approved in writing by Landlord, such change in use shall constitute a material breach of this Lease and subject to Section 15.2 (regarding notice and opportunity to cure such default), Landlord may exercise any of its remedies under Article 15, including without limitation, its right to terminate this Lease pursuant to Section 15.4.1.

5.3 Waste; Nuisance. Tenant shall not use or permit any other Person to use the Premises, or any part thereof, nor allow any Person access for any use, which constitutes a waste, nuisance or unreasonable annoyance to Landlord. Tenant further agrees at all times during the Term, at its sole cost and expense, to do all things necessary to maintain the Premises in good, clean and sanitary condition and repair.

5.4 Environmental Requirements. Tenant shall not use, nor permit the use by any other Person of any Hazardous Substance in the construction, use, operation or renovation of the Improvements in violation of the Environmental Restrictions or any applicable Hazardous Substance Laws, including, without limitation, any use, storage, handling, release, emission, discharge, disposal, generation, abatement, disposition or transportation of any Hazardous Substance from, on or otherwise relating to the Premises that violates the Environmental Restrictions or any applicable Hazardous Substance Laws. Tenant shall, at its own cost and expense, comply with the Environmental Restrictions and all applicable Hazardous Substance Laws including, without limitation, obtaining and filing all applicable notices, permits, licenses and similar authorizations. Should Tenant use or permit the use by any other Person of any Hazardous Substance in quantities requiring reporting or notice to any applicable Governmental Authority or agency, Tenant shall provide any required notice to the appropriate Governmental Authority or agency and simultaneously send a copy of such notice to Landlord. Tenant shall establish and maintain a policy to assure and monitor continued compliance by Tenant and all others occupying space in the Improvements with all Hazardous Substance Laws. Tenant shall not use nor shall Tenant permit any other person to use, the Premises, or any part thereof, for or in a manner which results in any release, emission, disposal, use or storage of any Hazardous Substance in violation of the Environmental Restrictions or any applicable Hazardous Substance Laws.

5.5 Environmental Remediation and Indemnification.

5.5.1 Environmental Indemnity. As a material part of the consideration for this Lease, from and after the Effective Date, Tenant on behalf of itself and each and every Person claiming by, through or under Tenant, hereby agrees that Tenant shall, to the maximum extent permitted by law, indemnify, defend (with County Counsel, or other counsel reasonably acceptable to Landlord), and hold harmless the Landlord Indemnified Parties and the Premises from and against any and all Claims resulting or arising from or in any way connected with the following: (a) the enforcement by the Navy, the City or any other applicable Governmental Authority of the Environmental Restrictions with respect to the Site; or (b) the existence, release, threatened release, presence, storage, treatment, transportation and/or disposal of any Hazardous Substances on, in, under, from, about or adjacent to any portion or portions of the Site, regardless whether any such condition is known or unknown on the Effective Date and regardless whether any such condition pre-exists this Lease or is subsequently caused, created or occurring; provided, however, that Tenant shall not be responsible (and such indemnity shall not apply) to

the extent of the gross negligence or willful misconduct of the Landlord Indemnified Parties or any breach of any of Landlord's representations, warranties, covenants or obligations set forth in this Lease relating directly to environmental matters.

5.5.2 Release Notification and Remedial Actions. If, after the Effective Date, any release of a Hazardous Substance is discovered on the Site, Tenant shall promptly provide written notice (or in the event of emergency, telephonic notice, followed by written notice) of any such release to Landlord, the City and the Navy. In the event that any Governmental Authority requires that Tenant remediate such release, then Tenant shall: (a) remediate the release in compliance with and to the extent required by Hazardous Substances Laws and such Governmental Authority; and (b) provide Landlord with reasonably satisfactory evidence of the actions taken as required in this Section. The foregoing shall be without prejudice to the Tenant's or Landlord's rights against any responsible party or against the Navy pursuant to Section 330, Fiscal Year 1993, National Defense Authorization Act Public Law 102484 or Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9620(h), and without compromising the applicability of any insurance coverage in regard to such release. Landlord and Tenant will coordinate any action required under this Section 5.5.2 with any appropriate environmental insurance carriers so as not to compromise coverage for the costs of such actions. Nothing set forth herein requires Tenant to perform any obligation of the Navy and nothing set forth herein shall be deemed to limit or impair (or take any action that might limit or impair) in any manner the rights and/or remedies that Tenant or Landlord may have against the Navy or any other rights and/or remedies of Tenant.

5.6 Compliance with Government Regulations. Subject to Tenant's right to contest in accordance with Section 5.8.1, Tenant shall, at its sole cost and expense, at all times during the Term, conform to, and cause all persons using or occupying any part of the Premises to comply with, all Laws from time to time applicable thereto, including, without limitation, all Laws relating or applicable to the Premises, or the use and ownership thereof.

5.7 Evidence of Compliance with Laws. Tenant shall deliver to Landlord, upon Landlord's request, and at Tenant's expense, copies of documents and such other evidence as is normally and customarily issued by Governmental Authorities with jurisdiction over the Premises to demonstrate proof of compliance with all applicable Laws pertaining to permits and authorizations relating to the Premises generally and to the Improvements specifically.

5.8 Right to Contest.

5.8.1 Tenant Conduct of Proceedings. At Tenant's sole cost and expense, Tenant, by appropriate legal proceedings brought in good faith and diligently prosecuted in its name, may contest the validity or applicability to the Premises, or any part thereof, of any Laws; provided however, that Tenant shall indemnify, defend (with County Counsel or other counsel reasonably acceptable to the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties, and protect the Premises from Tenant's failure to observe or comply with the contested Laws during such contest.

5.8.2 Landlord Conduct of Proceedings. Landlord reserves the right to contest the applicability to the Premises or validity of any Laws; provided, however, that if any

such contest or proceeding is, with Tenant's prior written consent, maintained in the names of both Tenant and Landlord, Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant and protect the Premises from the failure to observe or comply with the contested Laws during the contest. Within five (5) days of receipt of notice of action or proceeding claiming the applicability of, or seeking to impose, any legal requirement on the Premises or the development of the Premises, Landlord shall give Tenant written notice of such claims.

5.9 Advertising and Signs.

5.9.1 Signage Approval. Tenant shall not place or allow to be placed any sign on any portion of the Premises that does not conform to the Construction Requirements.

5.9.2 Project Name. Tenant shall not have or acquire any property right or interest in the name of Landlord or to "Advanced Technology & Education Park," "ATEP" or any related name or any permutation thereof which may imply any connection of Tenant or the Improvements with Landlord.

ARTICLE 6
OPERATION AND MAINTENANCE

6.1 Standards of Operation. Tenant shall continuously (except for reasonable interruption during repairs, maintenance or renovations and events of Force Majeure) and diligently during the Term operate, or cause the Improvements to be operated, in a first class manner and as otherwise required by this Lease.

6.2 Maintenance. Tenant shall, at its sole cost and expense, keep and maintain all parts of the Premises in a clean, sanitary, neat, tidy, orderly and attractive condition, subject to ordinary wear and tear. The foregoing obligation shall be excused in the event of a casualty covered by Section 9.2 or a Taking covered by Article 11 hereunder.

6.3 Management and Operation of the Premises. Tenant shall be responsible for overall management and control of the Premises. Tenant acknowledges Landlord's concern that, because the Improvements are located adjacent to the Project, they must be operated, maintained and managed in first-class condition, and that Landlord, in agreeing to the terms of this Lease, is relying on the expertise, experience and reputation of Tenant, and its employees, officers and directors, to cause the Improvements to be operated, maintained, and managed in said first-class condition.

6.4 Requirements of Government Agencies. At all times during the Term, Tenant, at Tenant's own cost and expense, shall make (subject to Article 9 and all other applicable terms and provisions of this Lease) all alterations, additions or repairs to the Premises and every part thereof, required by Laws now or hereafter in effect.

6.5 Meetings to Discuss Maintenance of Improvements. At least annually, a senior member of the facilities management personnel of both Parties shall meet to discuss the long term maintenance plan developed by Tenant for the Improvements, and Tenant will consider in

good faith the suggestions of Landlord with respect to the ongoing maintenance of the Improvements.

ARTICLE 7
TAXES AND ASSESSMENTS

7.1 **Taxes and Assessments**. Commencing on the Effective Date and continuing for the balance of the Term, Tenant shall pay any applicable Taxes and Assessments prior to the delinquency date thereof. If the right is given to Tenant to pay any Taxes, Assessments, or other impositions, which Tenant is herein obligated to pay either in one lump sum or in installments, Tenant may elect either mode of payment.

7.2 **Landlord Indemnified and Held Harmless**. Tenant shall indemnify, defend (with County Counsel or other counsel reasonably acceptable to the Landlord Indemnified Parties) and hold the Landlord Indemnified Parties harmless from the payment of all Taxes and Assessments. Subject to the provisions of Section 7.3, Tenant shall prevent any Taxes and Assessments from becoming a delinquency lien upon the Premises or any part thereof. Landlord shall in no way be obligated to pay such delinquent Taxes or Assessments, but if Tenant authorizes Landlord to make such payment, and, if Landlord makes such payment, it shall become due and payable to Landlord by Tenant as Additional Rent pursuant to Section 4.5 and shall bear interest at the rate provided for in Section **Error! Reference source not found.**.

7.3 **Tenant's Right to Contest**. Tenant shall have the right, at its own expense, to contest the amount or validity of any Tax or Assessment by appropriate proceedings diligently conducted in good faith which shall operate to prevent the collection of any such Tax or Assessment so contested or the sale of the Premises or any part thereof to satisfy the same. As a condition precedent to Tenant's contesting any Tax or Assessment, Tenant shall (a) comply with all Laws respecting such contest, (b) give Landlord prior written notice of Tenant's intent to so contest said amount or validity, and (c) in order to protect Landlord from any sale or foreclosure against the Premises or any part thereof, provide a good and sufficient surety bond or other security deemed appropriate by Landlord in the amount of such Tax or Assessment plus estimated penalties which may be imposed. Tenant shall bear any and all costs, liability or damage, including attorneys' fees and costs arising out of such contest. Nothing in this Section relieves, modifies or extends Tenant's covenant to pay any such Tax or Assessment at the time and in the manner provided in this Article 7.

7.4 **Landlord's Cooperation in Tenant's Contest**. Provided Landlord incurs no cost or liability in doing so, Landlord shall cooperate with Tenant in any proceedings brought by Tenant to contest the validity or the amount of any Taxes or Assessments or to recover any Taxes or Assessments paid by Tenant. If the provisions of any Law at the time in effect shall require that such proceedings be brought in the name of Landlord, then provided Landlord incurs no cost or liability in doing so, Landlord shall join any such proceedings or permit the same to be brought in its name. If any such proceedings shall be brought by Tenant, whether or not joined by Landlord or brought in Landlord's name, Tenant shall indemnify, defend (with County Counsel or other counsel reasonably acceptable to the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties and the Premises against any and all Claims that may be imposed upon the Landlord Indemnified Parties or the Premises in connection therewith.

7.5 **Excluded Taxes**. Tenant's obligation to pay Taxes and Assessments levied and assessed against the Premises or any part thereof shall exclude business, income or profits taxes levied or assessed solely against Landlord by any Governmental Authorities, unless such tax or assessment is levied in lieu of Taxes or Assessments which would have been otherwise payable by Tenant under this Lease.

7.6 **Prorations**. Taxes and Assessments, if any, shall be prorated at the beginning and end of the Term to reflect periods during tax fiscal years at the commencement and expiration (or sooner termination) of this Lease for which said taxes are paid during which this Lease is not in effect.

7.7 **Personal Property Taxes**. Tenant shall pay, or cause to be paid, before delinquency, all taxes levied against, or on account of, all fixtures, equipment and personal property located in or upon the Premises, if any.

7.8 **Separate Assessment**. Landlord and Tenant shall cooperate to the extent necessary to obtain a separate assessment and tax bill for the Premises.

7.9 **Replacement Taxes**. If at any time during the Term the basis of real property taxation prevailing at the commencement of such Term shall be altered so that in addition to, or in lieu of, or as a substitute for, the whole or any part of the real property taxes now levied, assessed or imposed there shall be levied, assessed or imposed upon or against Landlord a tax on rents, a license fee measured by rents, a so-called "value added tax", or any other tax in lieu of or fee resulting from a revision of the present real property tax laws, then and in any such event the same shall be included and deemed within the meaning and purview of this Article 7 and Tenant shall be responsible for that portion of any such tax or fee equal to the amount that would have been levied, assessed or imposed on Landlord assuming the Premises constituted all of Landlord's real property.

ARTICLE 8
UTILITIES

8.1 **Construction of Utilities**. Subject to the terms of the Exchange Agreement and the REA, Tenant shall construct or shall arrange for the construction of such utilities as are necessary to serve the Improvements in accordance with Section 3.4 above. Tenant acknowledges and agrees that all utilities and related equipment to service such utilities to be located on the Site (other than (a) electric transformers installed by a utility company, (b) items that are not placed below grade in the Project generally and (c) temporary items used during construction) shall be placed below the grade of the surface of the ground.

8.2 **Cost of Utilities**. Subject to the terms of the Exchange Agreement and the REA, all costs associated with bringing required utilities from the point of origin to the point of connection at the Improvements, including, without limitation, related professional, engineering and consultant fees, service charges, meters, and the costs of connections, including, without limitation, any hook-up fees or increased capacity charges assessed by any utility company, water district and/or Governmental Authority, shall be paid by Tenant.

8.3 **Utility Easements**. Landlord shall have the right to grant to others in the future non-exclusive, reasonable and customary utility easements over, under, through, across or on the Site provided that such easements do not interfere in any material respect (except as set forth below) with Tenant's development, use of or access to the Premises. Any interference arising as a result of construction of improvements related to such utility systems and facilities shall be temporary, and all work on the Premises and/or such easement areas shall proceed expeditiously and in a way as to limit interference with Tenant's use of the Premises. Tenant shall be given reasonable notice before commencement of any work on the Premises and/or such easement areas. In the event the installation or maintenance of such future utility lines in such easements causes any damage to the Premises and/or such easement areas, or any portion thereof, including but not limited to, pavement, curbs and sidewalks, Landlord shall promptly repair the same, or cause the same to be promptly repaired, at no cost or expense to Tenant.

ARTICLE 9
ALTERATION, DAMAGE OR DESTRUCTION

9.1 **Alteration of Improvements**.

9.1.1 Permitted Alterations. Tenant shall have the right to make alterations and additions to the Improvements ("**Alterations**") provided such Alterations are consistent with the Final Site Plan and the Construction Requirements. Any Alterations not consistent with the Final Site Plan shall only be completed after mutual agreement of the Parties.

9.1.2 Requirements. Tenant shall comply with the requirements of Section 3.3 above as to all Alterations that constitute a Major Work. Tenant shall comply with the requirements of Sections 3.3.3 through 3.3.10 inclusive and Sections 3.5 and 3.6 above as to all Alterations.

9.2 **Damage or Destruction of Improvements**.

9.2.1 Reconstruction After Casualty. If, during the Term, the Improvements are wholly or partially damaged or destroyed (whether or not such casualty is covered by insurance, or required to be covered by insurance under the terms of this Lease), Tenant shall promptly give written notice of such damage or destruction to Landlord. Except as provided in Section 9.2.3, such damage or destruction shall not terminate this Lease, and Tenant shall promptly repair and restore the Improvements to substantially the same floor area, size, type, quality and nature as existed immediately prior to such damage or destruction unless Landlord gives its prior written approval to do otherwise. Tenant shall keep those portions of the Improvements that have been destroyed or damaged fenced off and screened from public view using fencing and screening materials acceptable to Landlord in its reasonable discretion, until such portions of the Improvements have been repaired by Tenant pursuant to this Section 9.2. Except as otherwise set forth herein, the obligation of Tenant to pay Rent shall remain in full force and effect regardless of whether Tenant is able to conduct business from the Premises.

9.2.2 Disbursement of Insurance Proceeds. All property insurance proceeds recovered on account of damage or destruction of the Improvements (**"Proceeds"**) shall be applied to the payment of the cost of repairing and replacing the Improvements; provided

however, if this Lease is terminated pursuant to Section 9.2.3 below, the Proceeds shall be disbursed in accordance with Section 9.2.3.

9.2.3 Damage or Destruction Of More Than 80% of the Replacement Value.

(a) Tenant may elect to terminate this Lease and not repair or restore the Improvements as otherwise required by Section 9.2.1 if such damage or destruction is more than eighty percent (80%) of the replacement value of the Improvements on the date immediately preceding such damage or destruction. Tenant shall make such an election to not repair the Improvements by providing written notice to Landlord of its intention to terminate this Lease within forty-five (45) days following such damage or destruction. If Tenant makes such an election, this Lease shall automatically terminate upon the full performance by Tenant, at its sole cost and expense, of the demolition and removal of the remaining portions of the Improvements so damaged or destroyed and removal of all debris from the Premises; provided however, that any available Proceeds shall be applied to the cost of demolition and removal.

(b) In the event that Tenant elects to terminate this Lease pursuant to Section 9.2.3(a) above and fails to complete such demolition and removal within one hundred eighty (180) days following the date of the damage or destruction, Landlord shall have the right (but not the obligation) to enter the Site to complete such demolition and removal itself, in which event Tenant shall reimburse Landlord for one hundred ten percent (110%) of Landlord's actual demolition and removal costs (**"Landlord's Demolition Costs"**). Tenant shall pay the Landlord's Demolition Costs as Additional Rent within thirty (30) days after the date that Landlord delivers to Tenant copies of paid invoices evidencing Landlord's Demolition Costs or other backup documentation reasonably acceptable to Tenant. In the event that Landlord completes the demolition and removal itself, Landlord shall not be required to recover any salvageable items for the benefit of Tenant.

9.2.4 Inapplicability of Civil Code Sections. Except as set forth in Section 9.2.3 above, the provisions of California Civil Code Sections 1932(2) and 1933(4), and any successor statutes, shall be inapplicable with respect to the destruction of any part of the Premises; such sections provide that a lease terminates on the destruction of the Premises unless otherwise agreed by the parties to the contrary.

9.3 Work of Improvement. All construction and other work of making any Alterations or repairing any damage or destruction to the Improvements shall be undertaken in a good and workmanlike manner, in conformity (in all material respects) to the Construction Requirements, including without limitation the requirements of Article 3; provided, however, for this purpose all references to the "Improvements" in Article 3 shall be read to mean the applicable Improvements, and the dates for commencing and completing the applicable work shall be as set forth in the Improvement Plans for the applicable Improvements.

ARTICLE 10
INSURANCE

10.1 **Insurance**. Tenant shall, at its sole cost and expense, maintain the following types of insurance, or maintain a program of self-insurance, in not less than the amounts, and in the forms specified below:

10.1.1 Commercial General Liability Insurance. Tenant shall maintain a policy of commercial general liability insurance (a **"CGL Policy"**) (occurrence form) having a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, including coverage for premises and operations; products/completed operations; owners' and contractors' protective, personal, and advertising injury; broad form property damage, and with an "Additional Insured-Managers or Lessors of Premises" endorsement and a cross-liability endorsement. The CGL Policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease.

10.1.2 Workers' Compensation Insurance. Tenant shall maintain a policy of Workers' Compensation insurance as required by the State of California.

10.1.3 Automobile Liability Insurance. Tenant shall maintain a policy of Business Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than One Million Dollars ($1,000,000) for each accident.

10.1.4 Tenant's Improvements. Tenant shall maintain property insurance covering the Improvements and Tenant's personal property (the **"Property Insurance Policy"**), in an amount not less than one hundred percent (100%) of the full replacement cost, providing protection against any peril included within the classification "Special Causes of Loss," including without limitation, coverage for flood damage, earthquake damage, sprinkler damage and theft, and coverage for rental loss under Building Leases in amounts and for periods of time as may be reasonably determined by Tenant. Such insurance policy shall indemnify the policyholder for losses on a "replacement cost valuation" basis. During construction of the Improvements, Tenant shall maintain builder's risk insurance covering the Improvements for fire, lightning, extended coverage perils, vandalism, malicious mischief and sprinkler leakage, in an amount not less than one hundred percent (100%) of the projected replacement cost.

10.1.5 Equipment. Machinery insurance on all air conditioning and boiler equipment and systems serving the Premises (the **"Machinery Insurance"**). If such equipment and systems and the damage they may cause are not covered by Tenant's Property Insurance Policy, then the Machinery Insurance shall be in an amount not less than the full replacement cost of such equipment and systems.

The limits of liability of the insurance coverage specified in this Section 10.1 may be provided by any combination of primary and excess liability insurance policies, or a program of self-insurance. The minimum policy limits specified in this Section 10.1 shall be subject to increase

from time to time at the reasonable direction of Landlord; provided, however, that such increases shall not exceed the amount of coverage generally carried in connection with projects and business operations of a similar nature in the Central Orange County Area.

10.2 Tenant Not Relieved. It is expressly understood that the coverage required herein shall not in any way limit the liability of Tenant hereunder.

10.3 Additional Insureds. Coverages referred to in this Article 10 shall name Landlord, the California Community Colleges Board of Governors, their respective appointed and elected officials and their respective employees as additional insureds and shall not exclude such additional insureds from coverage with respect to the negligent acts or omissions of Tenant, its officers, agents, employees, or any person or persons under its direction and control. Each policy shall further make provision for thirty (30) days' advance written notice to Landlord of any proposed modification, change or cancellation of any of the above insurance coverages.

10.4 Basis of Insurance. The insurance required to be carried by this Article 10 is to be written on an "occurrence" form.

10.5 Proceeds. The proceeds from any insurance covering damage to property shall be paid and applied as set forth in Article 9 above.

10.6 Waiver of Subrogation Rights. Each policy of insurance procured pursuant to this Article 10 shall contain either (a) a waiver by the insurer of the right of subrogation against either Party hereto for negligence of such party, or (b) a statement that the insurance shall not be invalidated should any insured waive in writing prior to a loss any or all right of recovery against any party for loss described in the insurance policy. Tenant hereby waives any and all rights of recovery against Landlord, its appointed and elected officials, and its employees, faculty and students, for loss or damage to Tenant or its property or the property of others arising from any cause insured against under the policies required to be carried by this Article 10. In consideration of Tenant's property insurer's waiver of all rights of subrogation against Landlord and against Landlord's agents and representatives, Landlord agrees likewise to waive, or arrange for its property insurers to waive, any right of subrogation against Tenant by reason of loss of or damage to real or personal property of either Landlord or Tenant.

10.7 Compliance with Requirements of Carriers. Tenant shall at all times observe and comply with the requirements of all policies of insurance in force with respect to the Premises, or any party thereof, and Tenant shall so perform and satisfy the requirements of the companies writing such policies so that, at all times, companies of good standing reasonably satisfactory to Landlord shall be willing to write or to continue such insurance. Insurance shall be placed with insurers authorized to do business in California by the State's insurance department and which have a current A.M. Best rating of no less than A: VI, unless otherwise acceptable to Landlord. In the event that A.M. Best ratings are no longer published, then Landlord shall select in its reasonable discretion another comparable insurance rating service of recognized authority. Tenant shall, in the event of any violation or attempted violation, of the provisions of this Section 10.7 by any user of any portion of the Premises take steps immediately upon knowledge of such violation of attempted violation to remedy or prevent the same.

10.8 Non-Contributing. All insurance required to be carried by this Article 10 shall be non-contributing with any insurance carried by any of the named or additional insureds under said policies.

10.9 Termination Notice/Form of Policies. In no event will such insurance be terminated or otherwise allowed to lapse prior to termination of this Lease, or such longer period as may be specified herein. Tenant may provide the insurance required by this Article 10 in whole or in part through a policy or policies covering other liabilities and properties of Tenant, provided that any such policy or policies shall allocate to the Premises the full amount of insurance required hereunder.

10.10 Evidence of Insurance. Tenant shall provide Landlord with certificates or other evidence of insurance satisfactory to Landlord evidencing the maintenance of insurance required to be carried by this Article 10. Should any policy of insurance expire or be canceled and Tenant fails immediately to procure replacement insurance as required by Article 10, Landlord shall have the right, but not the obligation, to procure such insurance and to receive payment from Tenant for the full cost thereof. If Landlord is damaged by the failure to provide or maintain the required insurance, the Tenant shall pay Landlord for all such damages.

10.11 Settlement of Claims. Provided Tenant is not in default under this Lease, nor has there occurred any event which, with the giving of notice or the passage of time or both, could result in Tenant being in default under this Lease, if any portion of the Improvements shall be damaged or destroyed by an insured peril or otherwise, Tenant shall have the right to settle, adjust or compromise any claim.

ARTICLE 11
CONDEMNATION

11.1 Lease Governs. In the event of any Taking during the Term, the rights and obligations of the Parties with respect to such appropriation and any Award in connection therewith shall be as provided in this Article 11. The Parties hereby waive the provisions of California Code of Civil Procedure Section 1265.110 *et seq.* (or any successor statute) concerning the right to terminate this Lease or the right to any suspension, diminution, abatement or reduction of rent upon a Taking.

11.2 Taking Defined. **"Taking"** shall mean any acquisition of or damage to all or any portion of the Premises, or any interest therein or right accruing thereto, pursuant to or in anticipation of the exercise of the power of condemnation or eminent domain, or by reason of the temporary requisition of the use or occupancy of the Premises, or any part thereof, by any Governmental Authority, or any other agency empowered by law to take property in the State of California under the power of eminent domain.

11.3 Total Taking Defined.

(a) A **"Total Taking"** shall mean:

(i) a Taking of all of the Premises other than for temporary purposes; or

(ii) a Taking of so much of the Premises as to render, in Tenant's reasonable judgment, the balance of the Premises unsuitable for the operation of the Center.

(b) Tenant shall notify Landlord within sixty (60) days after receiving notice of a Taking whether or not such Taking is a Total Taking. If Tenant fails to notify Landlord within such sixty (60) day period, such Taking shall be deemed to be a Partial Taking.

11.4 Partial Taking Defined. A **"Partial Taking"** shall mean a Taking which does not constitute a Total Taking as defined in Section 11.3.

11.5 Termination of Lease. In the event of a Total Taking, this Lease shall terminate effective on the date of surrender of possession of the Premises to the condemning authority. Tenant shall continue to pay all Rent due hereunder and, in all respects, keep, observe and perform all of the terms, covenants, agreements and conditions of this Lease to be kept, observed and performed by Tenant until the date of such termination.

11.6 Partial Taking; Rental Abatement. In the event of a Partial Taking, this Lease shall remain in full force and effect with respect to that portion of the Premises not so taken, and a fair and equitable pro rata proportion of the Base Rent shall be abated according to the nature and extent of the Partial Taking, and the duration and extent of the interruption of Tenant's operations due to such taking and restoration of the Improvements. Any dispute between Landlord and Tenant concerning the proportion of rent to be abated under this Section 11.6 shall be resolved by a Judicial Reference Proceeding in accordance with Article 17.

11.7 Partial Taking; Restoration. In the event of a Partial Taking, Tenant will, at its sole cost and expense, whether or not the condemnation award on account of such taking shall be sufficient for the purpose, promptly commence and proceed with due diligence (subject to Force Majeure) to effect restoration of the Improvements on the remaining portion of the Premises as nearly as possible to their value, condition and character immediately prior to such Taking, in accordance with the provisions of Article 9 which shall apply to such restoration.

11.8 Distribution of Award. All awards and damages received on account of any Total Taking or Partial Taking (including all amounts in respect to both the Site, the Improvements constructed thereon, and personal property located thereon), including interest received, if any, whether such awards or damages are paid in respect to the Taking of the fee or leasehold interest in the Premises (hereinafter collectively referred to as the **"Award"**), shall be paid promptly by the person(s) receiving the same to an escrow agent mutually acceptable to Landlord and Tenant (the **"Escrow Agent"**), to be released as hereinafter provided upon appropriate instruction from the Parties hereto.

11.9 **Allocation of Award; Partial Taking**. Any Award in a Partial Taking shall be distributed by the Escrow Agent in the following order of priority:

11.9.1 first, to Landlord and Tenant, as reimbursement for all costs and expenses incurred by each of them in the collection of the Award, including fees and expenses incurred in the condemnation proceeding, in proportion to such costs and expenses incurred by each party;

11.9.2 second, to Tenant, as reimbursement for the cost and expense of restoration of the Improvements on the remaining portion of the Premises, as such costs and expenses are incurred by Tenant;

11.9.3 third, to Landlord, in an amount equal to the value of the Site taken; and

11.9.4 fourth, all remaining compensation shall be apportioned between Landlord and Tenant as follows: (a) Landlord shall receive a percentage equal to the percentage of the Term that has already expired as of the effective date of the Partial Taking; and (b) Tenant shall receive a percentage equal to the percentage of the Term that has not yet expired as of the effective date of the Partial Taking.

11.10 **Allocation of Award; Temporary Taking**. In the event of a Taking for temporary use or occupancy, this Lease shall continue in full force and effect without reduction or abatement of any rent payable hereunder, and Tenant shall be entitled to claim, recover and retain any Award made on account of such temporary Taking remaining after reimbursing the reasonable costs and expenses of Landlord and Tenant incurred in collecting such Award; provided, however, that if the period of such temporary Taking extends beyond the Term, such Award shall be apportioned between Landlord and Tenant as of the date of expiration of the Term.

11.11 **Allocation of Award; Total Taking**. Any Award in a Total Taking shall be distributed by the Escrow Agent in the following order of priority:

11.11.1 first, to Landlord and Tenant, as reimbursement for all costs and expenses incurred by each of them in the collection of the Award, including fees and expenses incurred in the condemnation proceeding, in proportion to such costs and expenses incurred by each party;

11.11.2second, to Tenant, as reimbursement for the cost of the Improvements as such amounts may be ascribed pursuant to the Award;

11.11.3 third, to Landlord, in an amount equal to the fair market value of the Site; and

11.11.4 fourth, all remaining compensation shall be apportioned between Landlord and Tenant as follows: (a) Landlord shall receive a percentage equal to the percentage of the Term that has already expired as of the effective date of the Total Taking, and (b) Tenant shall receive a percentage equal to the percentage of the Term that has not yet expired as of the effective date of the Total Taking.

11.12 **Conduct of Proceedings**. Tenant and Landlord shall jointly commence, appear in and prosecute any action or proceeding involving a Taking of the Premises, or any part thereof or

interest therein, by condemnation or under the power of eminent domain, or otherwise and shall jointly make any compromise or settlement in connection therewith. If the Parties disagree concerning such action or proceeding and there shall exist an Event of Default, Landlord shall be entitled at its option to commence, appear in and prosecute on its own and in its own name any such action or proceeding, and Landlord shall also be entitled to make on its own any compromise or settlement in connection therewith.

11.13 **Notice**. Upon either Party receiving notice of or becoming aware of any condemnation proceedings, or threats thereof, such Party shall promptly give written notice to the other Party in the manner specified in Section 19.1.

ARTICLE 12
ASSIGNMENT AND SUBLETTING

12.1 **Assignment**. In no event shall Tenant be permitted to Assign less than all of Tenant's Interest. In addition, the consent of Landlord shall not be required for the Assignment of Tenant's Interest to a Permitted Assignee; provided that (a) within ten (10) Business Days of such Assignment to a Permitted Assignee, Tenant shall provide Landlord with written notice of the identity and address of such Permitted Assignee and evidence with reasonable specificity establishing the status of such assignee as a Permitted Assignee; and (b) no such assignment to a Permitted Assignee shall be effective until the City has approved the identity of the Permitted Assignee if required pursuant to the City Deed or the Sublease (**"City Assignee Approval"**). No other purported Assignment of Tenant's Interest or any portion thereof, whether voluntarily, involuntarily or by operation of law shall be permitted nor shall the same be valid unless such assignment complies with the following:

12.1.1 During the Term, Tenant may not (except as provided above in this Section 12.1) Assign Tenant's Interest without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's reasonable discretion.

12.1.2 Any attempt to Assign Tenant's Interest without Landlord's consent, or without City Assignee Approval, if Landlord's consent or City Assignee Approval is required as set forth above, shall be voidable by Landlord, and at Landlord's election, shall constitute an Event of Default.

12.1.3 Any Assignment permitted under this Lease shall be evidenced by an assignment and assumption agreement in such form as is reasonably acceptable to Landlord, pursuant to which the assignee shall assume and promise to perform all of the terms, covenants and conditions of this Lease which are obligations of Tenant. Tenant shall, on demand of Landlord, reimburse Landlord for Landlord's reasonable costs, including attorneys' fees, incurred in connection with each request by Tenant for consent to an Assignment of this Lease and obtaining City Assignee Approval in connection therewith.

12.1.4 In no event shall Tenant be permitted to Assign this Lease to a group of Persons that will hold Tenant's Interest as tenants in common. In addition, Tenant shall not Assign this Lease to a Prohibited Person, and any proposed Assignee shall make the

representation and warranty set forth in Section 19.16.4 below for the benefit of Landlord in the assignment and assumption agreement.

12.2 Subleasing. Tenant shall not have the right to enter into a sublease of all or any portion of the Site (a **"Site Sublease"**) without Landlord's prior written consent, which consent may be given or withheld in Landlord's reasonable discretion. Any attempt to enter into a Site Sublease without Landlord's consent, or without consent of the City to the extent required pursuant to the City Deed or the Sublease, shall be voidable by Landlord, and, at Landlord's election, shall constitute an Event of Default. However, Tenant may, without Landlord's consent but subject to the consent of the City to the extent required, enter into a Site Sublease for the operation of the Center with an incorporated city that is a member of the County-wide animal care consortium that operates the Center on the condition that such Site Sublease incorporate the terms of this Lease and the requirements of this Lease control over the terms of the Site Sublease.

12.3 No Waiver of Consent Rights. The consent by Landlord to any Assignment or subleasing shall not act as a release of Tenant of its obligations hereunder, nor constitute a waiver of the necessity for such consent to any subsequent Assignment or subleasing.

ARTICLE 13
LIENS AND ENCUMBRANCES

13.1 Covenant Against Encumbrances. Except as provided in Article 14, Tenant shall not, and shall have no right to, encumber Landlord's Interest, and Tenant covenants to keep the Premises and each and every part thereof at all times free and clear of any and all liens and encumbrances of any kind whatsoever arising out of Tenant's acts or omissions or those acts or omissions of its agents including, without limitation, those liens and encumbrances created by Tenant's acts or omissions.

13.2 Non-Subordination. Landlord's reversionary interest in the Premises and Landlord's interest in this Lease shall be superior and prior in interest to any loans, mortgages, deeds of trust and encumbrances that may hereafter be placed on the Premises, or any part thereof, by, against or as a result of the acts of Tenant or anyone deriving any interest in the Premises, or any part thereof or interest therein, through Tenant. Any loan, mortgage, deed of trust or encumbrance placed by Tenant on the Premises or the Improvements, or any part thereof or interest therein, shall not adversely affect Landlord's interests under this Lease or Landlord's interests in the Premises. Tenant agrees, without any cost or expense to Landlord, to execute any instrument which is necessary or is reasonably requested by Landlord to further confirm the non-subordination of Landlord's reversionary interest in the Premises and Landlord's interest in this Lease.

13.3 Public Work of Improvement. The Improvements to be constructed by Tenant shall be a public work of improvement (as defined in California Civil Code Section 9000). Tenant shall pay or cause to be paid the total cost and expense of the entire public work of improvement on the Premises. No such payment shall be construed as Rent under this Lease. Pursuant to California Civil Code Section 9100 *et seq.*, the sole remedies for Tenant's failure to pay any subcontractor or material supplier concerning the Improvements shall be giving a stop payment notice or asserting a claim on a payment bond; no mechanics' lien or other lien may be recorded

against the Premises. If any such lien shall be filed against the Premises, or any part thereof, Tenant shall cause the same to be discharged within thirty (30) days after actual notice of such filing. Tenant shall indemnify, defend (with County Counsel or other counsel reasonably acceptable to the Landlord Indemnified Parties) and hold the Landlord Indemnified Parties harmless against any and all Claims resulting from any lien recorded against the Premises or any portion thereof, including any contest by Tenant of such lien.

ARTICLE 14
[INTENTIONALLY DELETED]

ARTICLE 15
DEFAULT

15.1 **Waiver**. A waiver by Landlord or Tenant of any term, condition, or covenant of this Lease shall not constitute a subsequent waiver of the same or any other term, condition or covenant of this Lease, nor of the strict and prompt performance thereof by Tenant or Landlord, as applicable. Landlord's delay, failure or omission to reenter the Premises, or to exercise any right, power, privilege, option or remedy arising from any default, shall not impair such right, power, privilege, option or remedy which Landlord has, nor be construed as Landlord's waiver or relinquishment of any such right, power, privilege or option, or its acquiescence to a default. Tenant's delay, failure or omission to exercise any right, power, privilege, option or remedy arising from any default, shall not impair such right, power, privilege, option or remedy which Tenant has, nor be construed as Tenant's waiver or relinquishment of any such right, power, privilege or option, or its acquiescence to a default. Neither Landlord nor Tenant shall be required to give notice in order to restore or revive either (a) time as of the essence hereof, nor (b) any other covenant or condition, after Landlord or Tenant, as applicable, has waived a default in one or more instances. No right, power, privilege, option, or remedy of Landlord or Tenant shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. Each and all of the rights, powers, privileges, options or remedies given Landlord and Tenant, respectively, by this Lease are cumulative as to each of Landlord and Tenant and no one of such rights, powers, privileges, options or remedies is exclusive of the other or exclusive of any remedies provided by law, and the exercise of one right, power, privilege, option or remedy by Landlord or Tenant shall not impair Landlord or Tenant's right to any other.

15.2 **Default by Tenant**. The occurrence of any of the following shall, at Landlord's election, constitute an Event of Default under this Lease:

15.2.1 All or any portion of the Site or the Improvements is deemed to have been abandoned pursuant to California Civil Code Section 1951.3 following delivery of notice by Landlord to Tenant pursuant to California Civil Code Section 1951.3.

15.2.2 Tenant's failure to pay to Landlord any amount due and payable hereunder after five (5) days of the original due date, which failure continues for a period of five (5) days after written notice thereof by Landlord to Tenant.

15.2.3 A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, when such failure continues for a period of thirty

(30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same while continuing to pay rent and complying with all other obligations under this Lease.

15.2.4 Tenant is deemed to be in Chronic Default hereunder. For purposes of this Lease, Tenant shall be deemed to be in **"Chronic Default"** if Tenant shall fail to pay any Rent or shall fail to perform or observe any other provision of this Lease, on three (3) or more occasions during any thirty-six (36) month period,. Tenant shall not be in Chronic Default unless Landlord has notified Tenant in writing that Landlord intends to deem all future defaults (whether or not cured) as applicable to the determination of Chronic Default status. If Tenant is in Chronic Default, Landlord may immediately exercise any or all remedies available under this Lease or otherwise at law or in equity, , notwithstanding any notice and cure provision to the contrary.

15.2.5 A default, breach or violation occurs under the City/County Agreement with respect to the Premises, which is not cured within the applicable cure period (if any) provided in the City/County Agreement.

15.2.6 The making by Tenant of any general assignment for the benefit of creditors, or the filing of a petition to have Tenant adjudicated a bankrupt, or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days; or the appointment of a trustee or receiver to take possession of substantially all of Tenant's interest in this Lease, when possession is not restored to Tenant within ninety (90) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Site or of Tenant's interest in this Lease, when such seizure is not discharged within ninety (90) days.

15.2.7 The occurrence of those events set forth as an "Event of Default" in Sections 12.1 and 12.2.

15.3 Remedies by Landlord. If any default by Tenant shall continue uncured, following notice of default where required by this Lease, for the period applicable to the default under the applicable provision of this Lease, Landlord may resort, cumulatively or in the alternative to the following remedies as well as to any one or more other remedies provided by law or equity.

15.4 Remedies for Tenant's default.

15.4.1 Termination. After an uncured Event of Default, Landlord may, at Landlord's election, terminate this Lease by giving Tenant notice of termination. On the giving of the notice, all of Tenant's rights in the Premises, and every part thereof, shall terminate. Landlord shall not be deemed to have terminated this Lease unless Landlord shall have so declared in writing to Tenant, nor shall Landlord be deemed to have accepted or consented to an abandonment by Tenant by performing acts intended to maintain or preserve the Site or the Improvements, making efforts to relet the Site or appointing a receiver to protect Landlord's interest under this Lease. Immediately after notice of termination, Tenant shall surrender and vacate the Site and all Improvements in a broom-clean condition considering ordinary wear and

tear, and Landlord may reenter and take possession of the Site and all Improvements and eject all parties in possession or eject some and not others or eject none. Upon any termination of this Lease pursuant to this Section 15.4.1, Tenant shall execute such documents as Landlord may request to memorialize the termination and to release Landlord and the Site from the terms and conditions of this Lease.

15.4.2 Reentry Without Termination. After an uncured Event of Default, Landlord may at Landlord's election reenter the Site, and, without terminating this Lease, at any time and from time to time relet the Site and Improvements, or any part or parts of them, for the account of Tenant or otherwise. Landlord may, at Landlord's election, eject all persons or eject some and not others or eject none. Any reletting may be for the remainder of the Term or for a longer or shorter period. Landlord may execute any leases made under this provision in Landlord's name and shall be entitled to all rents from the use, operation, or occupancy of the Site or the Improvements or both. No act by or on behalf of Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant written notice of termination.

15.4.3 Tenant's Personal Property. After an uncured Event of Default, Landlord may, at Landlord's election, use Tenant's personal property and fixtures or any of such property and fixtures without compensation and without liability for use or damage, or Landlord may store them for the account and at the cost of Tenant. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

15.5 Monetary Remedies for Tenant's Default.

15.5.1 Termination. Termination under Section 15.4.1 shall not relieve Tenant from the payment of any sum then due to Landlord.

15.5.2 Re-entry Without Termination. Landlord's re-entry without termination under Section 15.4.2 shall not relieve Tenant from payment to Landlord on the due dates specified in this Lease the equivalent of all sums required of Tenant under this Lease, plus Landlord's reasonable expenses. In such event, Tenant hereby waives any requirement that Landlord mitigate any damages arising out of the Tenant's default, and Tenant shall be liable for the full amount of such sums required of Tenant under this Lease.

15.6 Strict Performance. Each Party hereto may require strict performance of all covenants and obligations herein as the same shall accrue or become due, including, but not limited to, the right to recover rent and charges equivalent to rent without terminating this Lease and have the right of action therefore without awaiting the end of the Term.

15.7 Landlord May Obtain Possession. Nothing contained herein shall affect, change or waive any rights of Landlord to obtain equitable relief when such relief is otherwise appropriate, or to obtain the relief provided by California Code of Civil Procedure Section 1159, *et seq.* (or any successor statute) relating to actions for unlawful detainer, forcible entry and forcible detainer. If Landlord obtains possession of the Site under a judgment pursuant to Section 1174 of the California Code of Civil Procedure (or any successor statute), or if a court of competent jurisdiction declares this Lease to be terminated because of a breach of this Lease, then Landlord

may repossess and enjoy the Site, together with all additions alterations and improvements thereto, including the Improvements thereon. Any lawful reentry as provided for herein shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages or guilty of trespass because of any such lawful reentry.

15.8 **No Waiver**. Landlord's election to perform any obligation of Tenant on Tenant's failure or refusal to do so shall not constitute a waiver of any right or remedy for Tenant's default, and Tenant shall promptly reimburse, defend (with County Counsel or other counsel reasonably acceptable to the Landlord Indemnified Parties), indemnify and hold harmless the Landlord Indemnified Parties against any and all Claims arising therefrom.

15.9 **Remedies of Tenant**. Tenant shall have, subject to Landlord's right to a Judicial Reference Proceeding under Article 17, such remedies as are provided by law with respect to a breach or alleged default by Landlord.

15.10 **Failure of Tenant to Perform Required Acts**. Subject to Tenant's right to contest as provided elsewhere in this Lease, if Tenant fails, refuses, or neglects during the Term to maintain the CGL Policy required under Section 10.1.1 or to pay Taxes (if any) prior to delinquency, Landlord shall have the right, but not the obligation, to do the same, but at the cost of and for the account of Tenant. Unless Landlord reasonably believes that its interests may be adversely affected by such delay, Landlord shall in no case take such action sooner than thirty (30) days after giving Tenant written notice of such failure, refusal or neglect. Tenant shall pay to Landlord on demand any sum expended by Landlord under this Section 15.10 together with interest thereon at the rate provided in Section 4.8. Nothing contained in this Section 15.10 shall impair the rights or Landlord with regard to defaults or remedies under the remaining portion of this Article 15.

ARTICLE 16
OPTION TO PURCHASE OR SURRENDER

16.1 **Applicability**. This Article 16 shall not apply in the event that this Lease is terminated by operation of the doctrine of merger upon the closing of the Exchange pursuant to the Exchange Agreement.

16.2 **Tenant's Option**. In the event that the closing of the Exchange pursuant to the Exchange Agreement has not occurred on or before April 29, 2033 (*i.e.,* one year prior to the end of the Term)(the **"Option Trigger Date"**), then provided that no Event of Default by Tenant shall have occurred and be continuing, Tenant shall have the right to elect at its sole option to take one of the following actions at the end of the Term on April 29, 2034: (a) purchase the Fee Property and acquire an assignment of the Sublease as to the Sublease Property pursuant to Section 16.3 below (the **"Purchase Option"**); or (b) surrender the Premises to Landlord pursuant to Section 16.4 below (the **"Surrender Option"**). Tenant shall have a period of thirty (30) days after the Option Trigger Date to deliver a written notice to Landlord (the **"Option Exercise Notice"**) whether Tenant elects to exercise the Purchase Option or the Surrender Option at the end of the Term. Tenant's failure to timely deliver the Option Exercise Notice shall be deemed to be Tenant's

election to exercise the Surrender Option. In the event that Tenant timely delivers the Option Exercise Notice but the closing of the Exchange occurs on or before the end of the Term, then the Option Exercise Notice shall automatically become void and of no further force and effect, and this Article 16 shall no longer apply pursuant to Section 16.1.

16.3 Purchase Option. This Section 16.3 shall apply in the event that Tenant timely elects to exercise the Purchase Option pursuant to Section 16.2 above. In such event, Landlord shall sell the Fee Property and assign the Sublease to Tenant, and Tenant shall purchase the Fee Property and assume the Sublease from Landlord, on the following terms and conditions:

16.3.1 Purchase Price. The purchase price for the Fee Property and the assignment of the Sublease (the **"Purchase Price"**) shall be equal to the aggregate of the Market Value of the Fee Property and Landlord's subleasehold interest in the Sublease Area, determined in accordance with the procedures set forth in Exhibit G attached hereto. Tenant shall receive a credit against the Purchase Price in an amount equal to the aggregate of all Annual Base Rent payments made by Tenant during the Term (collectively, the **"Aggregate Rent Payments"**). Within ten (10) days after the determination of the Purchase Price pursuant to Exhibit G, the Parties shall establish an escrow (the **"Purchase Escrow"**) with First American Title Insurance Company or another escrow company mutually acceptable to the Parties (the **"Purchase Escrow Holder"**). The Parties shall execute and deliver to the Purchase Escrow Holder mutually acceptable escrow instructions consistent with the terms of this Section 16.3. The closing of the Purchase Escrow shall occur on May 1, 2034 (the **"Purchase Escrow Closing Date"**) (the first Business Day following the end of the Term). Upon the closing of the Purchase Escrow, (a) Tenant shall pay to Landlord through the Purchase Escrow the Purchase Price (less a credit for the Aggregate Rent Payments) in immediately available funds; and (b) Landlord shall execute and deliver to Tenant through the Purchase Escrow a quitclaim deed as to the Fee Property (in the form of the SOCCCD-County Quitclaim Deed attached as an exhibit to the Exchange Agreement) and an assignment and assumption of the Sublease, in each case subject only to the Permitted Exceptions and such other title exceptions created or suffered by Tenant. The Parties shall also execute and deliver the SOCCCD-County Bill of Sale and such other closing documents as are set forth in Section 3.8.3 of the Exchange Agreement (concerning the closing of the Exchange) as are applicable to the closing of the Purchase Escrow. Tenant shall be responsible for obtaining at its sole cost and expense the City's consent to the assignment of the Sublease. Tenant shall pay all escrow and title costs concerning the closing of the Purchase Escrow.

16.4 Surrender of Premises. Section 16.4 through Section 16.7 inclusive shall apply in the event that (a) Tenant elects or is deemed to have elected the Surrender Option, (b) Tenant is required to surrender the Site to Landlord pursuant to Section 16.3.2, or (c) this Lease is terminated by Landlord due to the occurrence of an Event of Default by Tenant. No act or thing done by Landlord or any of Landlord's agents during the Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any of Landlord's agents shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. In the event that this Section 16.4 applies,

Tenant covenants and agrees to perform the following in connection with its surrender of the Premises:

16.4.1 Delivery or Demolition of Improvements. Tenant shall peaceably deliver up to Landlord possession of the Site and shall deliver the Improvements to Landlord at no cost or expense to Landlord and in compliance with all applicable Laws and in good order and condition, reasonable wear and tear excepted; provided, however, that based on Landlord's review of the documentation to be provided by Tenant pursuant to Section 16.4.3 below, Landlord may elect to have Tenant, at Tenant's sole cost and expense, raze and remove some or all of the Improvements from the Site by delivering written notice of such election to Tenant on or before the date that is thirty (30) days following the date Landlord receives all documentation and evidence required to be delivered to Landlord pursuant to the terms of Section 16.4.3 below. In the event that Tenant shall fail to perform such removal or restoration in accordance with the requirements of this Section, then (a) Tenant shall be deemed to be holding over in the Premises until such time as such removal and/or restoration is complete, and the terms and conditions of Section 2.6 above shall apply to such holdover period, and (b) Landlord may, after ten (10) days' prior written notice, complete such removal and/or restoration. In the event that Landlord elects to complete such removal and/or restoration, then within ten (10) days after receipt of written demand therefor, Tenant shall reimburse Landlord for one hundred ten percent (110%) of Landlord's actual costs and expenses incurred by Landlord.

16.4.2 Title Report. The Premises shall be delivered to Landlord free and clear of all claims, liens, charges, and encumbrances made or suffered by Tenant, except such liens, charges and encumbrances Landlord shall have approved in writing prior to surrender. Tenant shall, at least sixty (60) but not more than ninety (90) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination) provide Landlord with a preliminary title report, dated not more than thirty (30) days prior to date of submission and prepared by a title company acceptable to Landlord, evidencing that the Premises is free and clear of all claims, liens, charges, and encumbrances made or suffered by Tenant, except such liens, charges and encumbrances Landlord shall have approved in writing prior to surrender.

16.4.3 Surrender Documentation. In connection with its surrender of the Premises, Tenant shall:

(a) submit to Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), an environmental assessment of the Premises (the **"Environmental Assessment"**) by a competent and experienced environmental engineer or engineering firm reasonably satisfactory to Landlord (pursuant to a contract approved by Landlord and providing that Landlord can rely on such Environmental Assessment), which: (a) evidences that the Premises are in a clean and safe condition and free and clear of any Hazardous Substances (other than those conditions that are identified in the Environmental Studies listed on Schedule 1 attached hereto); and (b) includes a review of the Premises by an environmental consultant for mold, fungus, spores, and other moisture conditions and on-site chemical use. If such Environmental Assessment reveals that remediation is required under any Hazardous Substance Laws (other than remediation of

conditions identified in the Environmental Studies listed on Schedule 1 attached hereto), Tenant shall submit a remediation plan prepared by a recognized environmental consultant and shall be responsible for all costs of remediation, as more particularly provided in Section 5.5.2 above;

(b) submit to Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), an assessment by a licensed engineer of the physical condition of all building systems, roofs and structural components of the Improvements;

(c) furnish a reasonably detailed certificate to Landlord, certified by an officer or other authorized representative of Tenant acceptable to Landlord, which certificate shall (a) describe any pending or threatened litigation, special assessments, tax liens, permit violations, current uncured violations of any Laws, and current uncured safety and health hazards (excluding matters covered by the Environmental Assessment); and (b) represent that to Tenant's best knowledge the certificate does not omit any matter within the foregoing categories;

(d) furnish evidence to Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), that all utilities, assessments and charges of whatever nature payable by Tenant under this Lease have been paid through the date of submission and will be paid by Tenant through the date of surrender;

(e) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), with copies of all maintenance and service contracts and all warranties affecting the Premises, together with evidence that the same (a) are in full force and effect, and not subject to any uncured default by any party thereunder; and (b) have been terminated as of the expiration or earlier termination of the Term, unless otherwise agreed by Landlord in writing; and

(f) provide Landlord, at least thirty (30) but not more than forty-five (45) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination) with all keys, security codes, safe combinations and similar devices to be turned over to Landlord upon surrender of the Premises.

16.4.4 Additional Requirements. In addition to the foregoing, if Landlord elects not to require the razing and removal of the Improvements from the Site, then Tenant shall:

(a) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with a complete set of the "as built" drawings of all Improvements (if not previously delivered

pursuant to Section 3.3.5), and satisfactory engineering and survey reports on the current condition of the Improvements;

(b) permit Landlord to inspect the Premises and Improvements to (i) verify compliance with Laws, (ii) survey for encroachments, (iii) perform engineering studies on the Improvements, utilities, easements and soils, and (iv) perform all such other investigations of the Premises and Improvements as are reasonable in light of Tenant's surrender of the Premises;

(c) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with the current year's operating budget for the Premises; and

(d) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with copies of all warranties, guaranties, operating manuals and similar documentation relating to any of the Improvements.

16.5 Failure to Comply. Upon the Lease Expiration Date or earlier termination of this Lease, Tenant has not obtained releases of any licenses or other permits as required in order for Tenant to obtain "facility closure" under applicable Environmental Laws, or in order for Landlord to relet the Premises, or in the event that Tenant shall have failed to fully comply with the terms of this Article 16 or any other surrender requirements elsewhere set forth in this Lease (collectively, the **"Surrender Requirements"**), Tenant shall be deemed to have remained in possession of the Premises under this Article 16 until the Surrender Requirements are satisfied, or, at Landlord's option, Landlord may take such actions as may be required to satisfy the Surrender Requirements, in which event Tenant shall remain responsible for Holdover Base Rent during either Tenant's or Landlord's completion of all Surrender Requirements. In the event the Surrender Requirements are performed by Landlord, Tenant shall reimburse Landlord within ten (10) days after receipt of written demand therefor for one hundred ten percent (110%) of all costs and expenses incurred by Landlord in connection with the performance of such Surrender Requirements. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies available to Landlord under this Lease or under applicable Laws. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other obligations to Landlord accruing therefrom, Tenant shall protect, defend (with County Counsel or other counsel reasonably acceptable to the Landlord Indemnified Parties), indemnify, and hold the Landlord Indemnified Parties harmless from any and all Liabilities resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

16.6 Documentation of any Surrender and Termination. Upon the Lease Expiration Date or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord, within ten (10) days after written demand from Landlord to Tenant, any quitclaim deed, termination agreement, cancellation and surrender agreement, affidavit, or other document required by any reputable title company to remove any cloud or encumbrance on the Premises

and/or the Site created by this Lease and/or resulting from the recordation of the Memorandum. Tenant irrevocably appoints Landlord as attorney-in-fact of Tenant, with full powers, at Tenant's cost and expense, to perform the obligations of Tenant under this Section 16.5 upon the expiration of the ten (10) day period referenced above. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

16.7 Surrender of Fixtures. Tenant's obligations under this Article 16 shall include the obligation to deliver lien-free possession and title to all fixtures attached to the Improvements, as provided in Section 2.4.1 above.

ARTICLE 17
JUDICIAL REFERENCE; CHOICE OF FORUM

17.1 Judicial Reference. Except as set forth in Section 17.2 below and except to the extent another dispute resolution procedure is set forth in this Lease (for example, valuation determinations to be made by appraisers), Landlord and Tenant agree that any disputes between them arising out of or related to this Lease (including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law) shall be resolved (and a decision shall be rendered) pursuant to a judicial reference proceeding (**"Judicial Reference Proceeding"**) on the terms set forth on Exhibit F attached hereto.

17.2 Legal Proceedings; Choice of Forum. The provisions of Section 17.1 shall in no way limit the following before, after, or during the pendency of any Judicial Reference Proceeding: (a) the right of Landlord to obtain a judgment for unlawful detainer, ejectment or the like from a court of competent jurisdiction; or (b) the right of any Party to exercise self-help remedies; or (c) the right of any Party to obtain equitable, provisional or ancillary remedies (such as, but not limited to, temporary restraining orders or preliminary or permanent injunctions) from a court of competent jurisdiction. The exercise of any such remedy shall not waive the right of any party to resort to a Judicial Reference Proceeding. The Parties each acknowledge and agree that to the extent any legal proceeding other than a Judicial Reference Proceeding is permitted by this Section 17.2, the Superior Court of the State of California in and for the County, shall have exclusive jurisdiction over such legal proceeding.

ARTICLE 18
MUTUAL INDEMNITIES

18.1 Tenant's Indemnity. Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties and the Premises from and against any and all Claims to the extent arising out of (a) the preparation and processing of the Site Plans, the CEQA Document or the Improvement Plans with the City, the DSA or any other Governmental Authority, including without limitation any challenge to the Site Plans or the CEQA Document pursuant to CEQA or other applicable Laws; (b) any violation of Laws or the Construction Requirements applicable to the design or construction of the Improvements by Tenant, any Design Professional or any Contractor, or any of their respective members, partners, officers, directors, agents, employees or invitees; (c) any violation of Laws or the City/County Agreement applicable to the use and occupancy of the Premises, whether by Tenant or any of its officers, directors, agents, employees, invitees or

licensees; (d) any breach or default by Tenant of any covenant or other obligation to be performed by Tenant pursuant to this Lease; (e) any accident, injury or damage whatsoever occurring on the Premises except that caused by the gross negligence or willful misconduct of Landlord or any of the Landlord Indemnified Parties; or (f) any negligence or willful misconduct on or about the Premises by Tenant or any of its officers, directors, agents, employees, invitees or licensees its officers, agents, employees and invitees.

18.2 Landlord's Indemnity. Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant from and against any and all Claims to the extent arising out (a) any breach or default by Landlord of any covenant or other obligation to be performed by Landlord pursuant to this Lease; or (b) the gross negligence or willful misconduct on or about the Premises by Landlord or any of the Landlord Indemnified Parties.

ARTICLE 19
MISCELLANEOUS

19.1 Notices. All notices or other communications between Landlord or Tenant required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic mail to the following addresses:

If to Landlord: South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, California 92692
Attention: Debra L. Fitzsimons, Vice Chancellor of Business Services
Email: dfitzsimons@socccd.edu

with a copy to: Jackson Tidus
2030 Main Street, Suite 1200
Irvine, California 92614
Attention: Andrew P. Bernstein, Esq.
Email: abernstein@jacksontidus.law

If to Tenant: County of Orange
OC Community Resources
1770 North Broadway
Santa Ana, California 92701-4017
Attention: Steve Franks, Director
Telefacsimile No.: (714) 480-2788
Email: steve.franks@occr.ocgov.com

with a copy to: County Executive Office
333 West Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92702
Attention: Scott Mayer, Chief Real Estate Officer
Telefacsimile No.: (714) 834-5355
Email: scott.mayer@ocgov.com

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. local time or otherwise on the day following personal delivery; or when received, if transmitted by electronic mail (e-mail) prior to 5:00 p.m. local time or otherwise on the next business day, provided receipt of such transmission shall be confirmed by follow-up notice within forty-eight (48) hours by another method authorized herein; or two (2) business days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Any refusal to accept a notice transmitted as provided in this Section 19.1 shall be deemed delivery thereof. Any notice that contains a request for Landlord's consent shall clearly state that consent is being requested in such notice and, if applicable, that failure to respond within the applicable time period (which time period shall be stated in such notice) may be deemed consent.

19.2 Brokerage Commissions. Landlord and Tenant each represent and warrant to each other that they have not had any dealings with any real estate broker, finder or intermediary with respect to this Lease. Each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party) and hold harmless the other Party from and against any and all Claims arising for any brokerage commission, finder's fee or other compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker, finder or intermediary. The terms of this Section 19.2 shall survive the expiration or earlier termination of this Lease.

19.3 Estoppel Certificates. Tenant or Landlord, as the case may be, shall execute, acknowledge and deliver to the other, within ten (10) Business Days after request, its certificate certifying (a) that this Lease is unmodified and in full force and effect, (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications), (b) the dates, if any, to which the rent has been paid, (c) that there are no existing offsets or defenses against the enforcement of any term hereof on the part of Tenant to be performed or complied with (or, if so, specifying the same), (d) if any notice has been given to either Party of any default which has not been cured and/or (e) any other matters that Landlord or Tenant, as applicable, reasonably requests. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary.

19.4 Statement Regarding Inspection by Certified Access Specialist. Pursuant to California Civil Code Section 1938, Landlord hereby advises Tenant that, as of the date of this Lease, the Premises have not been inspected by a Certified Access Specialist, as that term is defined in California Civil Code Section 55.52(a)(3).

19.5 Merger of Fee and Leasehold Estates. Upon the closing of the Exchange pursuant to the Exchange Agreement, this Lease shall automatically be extinguished by application of the doctrine of merger.

19.6 Time of the Essence. Time limits in this Lease are to be strictly observed. Time is of the essence in the performance of each this Lease and every obligation and covenant of the Parties hereto.

19.7 Joint and Several Obligations. If either Landlord or Tenant consists of more than one Person, the obligations of the Persons constituting such Party shall be joint and several.

19.8 Captions; Incorporation of Exhibits. The captions and Section headings used herein are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions hereof. All exhibits and schedules attached to this Lease are hereby incorporated into this Lease by this reference as if set forth in full herein.

19.9 Construction. For purposes of this Lease, words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa and the term "agent" shall refer to a person's employees, contractors, and representatives.

19.10 Governing Law. This Lease shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Landlord or Tenant.

19.11 Entire Agreement. This Lease contains all covenants, terms, provisions and agreements between Landlord and Tenant relating in any manner to the construction, rental, use and occupancy of the Premises and other matters set forth in this Lease. No prior agreement or understanding with respect to the same shall be valid or of any force or effect, and no covenant, term, provision or agreement of this Lease can be altered, changed, modified or added to, except in writing, signed by Landlord and Tenant. No representation, inducement, understanding, or anything of any nature whatsoever made, stated, or represented on behalf of either Party hereto, either orally or in writing, has induced the other Party to enter into this Lease except as set forth in this Lease.

19.12 Right to Request Injunction. In the event of any violation or threatened violation by either Party of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, each party shall have the right to petition for injunctive relief against such violation or threatened violation in a court of competent jurisdiction.

19.13 Severability. If any clause, sentence or other portions of this Lease shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

19.14 BOT Action. Tenant acknowledges that many of the approvals or consents to be given by Landlord hereunder are subject to approval by the BOT through formal action of the BOT at a regularly or specially called meeting. Landlord shall reasonably cooperate with Tenant to obtain any such required approval or consent; provided, however, that Landlord makes no representation as to whether any such approval or consent may be granted or that any consent or approval granted by Landlord's staff shall indicate that the attendant approval or consent from the BOT is forthcoming. Landlord shall not be in breach of any obligation under this Lease requiring the consent, approval or other action of the BOT if such consent, approval or other action has not been given or completed within the applicable period set forth herein, provided that Landlord is then taking all reasonable steps to obtain the required response from the BOT.

19.15 Tenant Board of Supervisors Action. Landlord acknowledges that many of the approvals or actions to be taken by Tenant hereunder are subject to approval by the County of Orange Board of Supervisors ("Board of Supervisors") through formal action of the Board of Supervisors at a regularly or specially called meeting. Landlord shall reasonably cooperate with Tenant to obtain any such required approval or consent. Tenant shall not be in breach of any obligation under this Lease requiring the consent, approval or other action of the Board of Supervisors if such consent, approval or other action has not been given or completed within the applicable period set forth herein, provided that Tenant is then taking all reasonable steps to obtain the required response from the Board of Supervisors.

19.16 Cooperation in Execution, Delivery and Recordation of Documents. Landlord and Tenant agree to cooperate in the execution, delivery and recordation of such documents and agreements requested by either Party as are reasonably necessary in order to carry out the purposes of this Lease and to execute and deliver all documents and instruments reasonably necessary to terminate all interests granted herein upon their termination or expiration as provided herein.

19.17 Representations and Warranties of Tenant. As a material inducement to Landlord to enter into this Lease, Tenant represents and warrants the following:

19.17.1 Power and Authority. That it is a political subdivision of the State of California; that it has all necessary power and authority to enter into this Lease and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Tenant of Tenant's obligations hereunder will not violate or constitute an event of default under the terms and provisions of any agreement, law or court order to which Tenant is a party or by which Tenant is bound the remedy for which default would have a material adverse effect on Tenant's ability to perform its obligations hereunder.

19.17.2 Authorization; Valid Obligations. That all actions required to be taken by or on behalf of Tenant to authorize it to execute, deliver and perform its obligations under this Lease have been taken, and that this Lease is a valid and binding obligation of Tenant enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

19.17.3 Executing Parties. That the persons executing this Lease on behalf of Tenant have full power and authority to bind Tenant to the terms hereof.

19.17.4 OFAC Representation. That neither Tenant nor any of its Affiliates is a Prohibited Person, and Tenant and all of its Affiliates are in full compliance with all applicable orders, rules, regulations and recommendations of The Office of Foreign Assets Control of the U.S. Department of the Treasury. Tenant hereby indemnifies, defends (with counsel reasonably acceptable to Landlord) and holds harmless Landlord from and against any Claims that may arise from any violation or alleged violation of the foregoing representation and warranty. The foregoing representation and warranty shall continue in effect for the entire Term of this Lease. In the event of a breach of such representation or warranty, Landlord may immediately terminate this Lease.

19.18 Representations and Warranties of Landlord. As a material inducement to Tenant to enter into this Lease, Landlord represents and warrants the following:

19.18.1 Power and Authority. That it is a public agency duly formed under the laws of the State of California; that it has all necessary power and authority to enter into this Lease and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Landlord of Landlord's obligations hereunder will not violate or constitute an event of default under the terms and provisions of any agreement, law or court order to which Landlord is a party or by which Landlord is bound the remedy for which default would have a material adverse effect on Landlord's ability to perform its obligations hereunder.

19.18.2 Authorization; Valid Obligations. That all actions required to be taken by or on behalf of Landlord to authorize it to execute, deliver and perform its obligations under this Lease have been taken, and that this Lease is a valid and binding obligation of Landlord enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

19.18.3 Executing Parties. That the persons executing this Lease on behalf of Landlord have full power and authority to bind Landlord to the terms hereof.

19.19 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or of partnership or of joint venture, or of any association between Landlord and Tenant, and none of the provisions contained in this Lease or any acts of the Parties shall be deemed to create any relationship other than lessor and lessee between Landlord and Tenant, nor shall this Lease be construed, except as expressly provided, to authorize either to act as agent for the other.

19.20 Attorney's Fees and Costs. If any party to this Lease commences a Judicial Reference Proceeding or other action or proceeding against any other Party to this Lease to interpret or enforce any of the terms of this Lease (an **"Action"**) or because of the breach of the other Party to any of the terms hereof, the losing party shall pay to the prevailing Party reasonable attorneys' fees, expert witness fees, costs and expenses, and court costs and other costs incurred in connection with the prosecution or defense of such action or proceeding, whether or not the

Action is prosecuted to a final judgment. For the purposes of this Lease, the terms "attorneys' fees" and "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and costs incurred with respect to arbitrations and bankruptcy proceedings, and whether or not any Action is brought with respect to the matter for which such fees and expenses were incurred.

19.21 Post-Judgment Attorneys' Fees. The prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under Section 19.19 above, to the payment by the losing Party of the prevailing Party's reasonable attorneys' fees, expert witness fees, court costs and litigation expenses incurred in connection with (a) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (b) any proceeding to enforce a judgment in such Action. It is the intent of the Parties that the provisions of this Section 19.20 be distinct and severable from the other rights of the Parties under this Lease, shall survive the entry of judgment in any Action and shall not be merged into such judgment.

19.22 Survival of Covenants and Indemnities. All covenants which, by their terms, are not to be performed before the expiration of the Term or earlier termination of this Lease shall survive the expiration or earlier termination hereof. All indemnification obligations of Landlord and Tenant in this Lease shall survive the expiration of the Term or earlier termination of this Lease.

19.23 Binding Effect. The provisions of this Lease shall bind or benefit the heirs, executors, administrators, successors and assigns of the original parties to this Lease.

19.24 Amendments in Writing. No provision of this Lease may be amended except by an agreement in writing signed by both Landlord and Tenant.

19.25 References to Days. All references in this Lease to **"days"** shall be deemed to refer to calendar days, unless otherwise specifically stated herein.

19.26 Execution in Counterparts. This Lease may be executed in counterparts, each of which, shall constitute an original of such Lease, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT,
a public agency

By: _____
Name: Debra L. Fitzsimons
Title: Vice Chancellor of Business Services

TENANT:

COUNTY OF ORANGE,
a political subdivision of the State of California

By: _____
Name: Scott Mayer
Title: Chief Real Estate Officer

APPROVED AS TO LEGAL FORM

By:_____

Name: Thomas A. Miller

Title: Supervising Deputy County Counsel

EXHIBIT A-1

Legal Description of the Fee Property

EXHIBIT A-2

Legal Description of the Sublease Area

EXHIBIT B

Tenant Plan

EXHIBIT C

Map Depicting ATEP

EXHIBIT D

Preliminary Title Report

EXHIBIT E

Memorandum of Lease

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: _____ _____ _____ _____	
Exempt from Recording Fees Per Government Code Section 6103	

(Space above this line for Recorder's use)

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "**Memorandum**") is entered into as of _____, 20__, by and between **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, a public agency ("**Landlord**"), and **THE COUNTY OF ORANGE**, a political subdivision of the State of California ("**Tenant**"), with reference to the following facts:

RECITALS

A. Landlord and Tenant have entered into that certain unrecorded Ground Lease dated as of _____, 20__ (the **"Lease"**). All capitalized terms used herein without definition shall have the same meanings as assigned in the Lease.

B. The Lease concerns an approximately ten (10) acre parcel of real property in the City of Tustin, County of Orange, State of California (the **"Site"**), a portion of which Landlord owns in fee and a portion of which Landlord subleases from the City of Tustin. The fee portion of the Site (the **"Fee Property"**) consists of approximately six and 8/10 (6.8) acres, and is more particularly described in Exhibit A-1 attached hereto. The subleased portion of the Site (the **"Subleased Area"**) consists of approximately three and 2/10 (3.2) acres, and is more particularly described in Exhibit A-2 attached hereto.

C. Landlord and Tenant desire to provide notice that Tenant is leasing the Site from Landlord as of the Effective Date.

NOW, THEREFORE, in consideration of mutual covenants set forth herein, Landlord and Tenant hereby agree as follows:

1. Demise of Site. Landlord hereby (a) leases to Tenant, and Tenant hereby leases from Landlord, the Fee Property, subject to the terms and conditions of the Lease; and (b) sub-subleases to Tenant, and Tenant hereby sub-subleases from Landlord, the Subleased Area, subject to the terms and conditions of the Lease. The Effective Date of the Lease occurred on _____, 20__, and the Term will end on April 29, 2034 (the **"Lease Expiration Date"**), unless sooner terminated pursuant to the terms of the Lease.

2. Title to Buildings; Depreciation. Until the Lease Expiration Date or earlier termination of the Lease, title to any and all buildings or Improvements that Tenant may construct on the Site, any and all fixtures that Tenant may install therein, and any and all Alterations that Tenant may make thereto shall be solely Tenant's property, Tenant's interest therein shall be as owner and not as tenant and Tenant alone shall be entitled to depreciate the same for tax purposes. Upon the termination of the Lease in certain circumstances as set forth therein, title to any Improvements located on the Site, any and all fixtures that Tenant may install therein and any Alterations thereto shall vest in and become the full and absolute property of Landlord, subject to Landlord's right to require that Tenant demolish the same pursuant to the terms of the Lease.

3. Permitted Uses. The permitted use of the Site and the Improvements located thereon shall be limited to the uses set forth on Exhibit B attached hereto.

4. Incorporation by Reference; No Modification of Lease. The terms and conditions of the Lease are incorporated herein by this reference. This Memorandum is prepared and recorded for the purpose of putting the public on notice of the Lease, and this Memorandum in no way modifies the terms and conditions of the Lease. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.

5. Cancellation of Memorandum of Lease. Upon the Lease Expiration Date or earlier termination of the Lease, Landlord shall prepare and Tenant shall execute within ten (10) Business Days after receipt of Landlord's written request a quitclaim deed conveying to Landlord any and all interest Tenant may have under the Lease, which Landlord is authorized to immediately record upon receipt of same from Tenant.

6. Miscellaneous. This Memorandum shall be governed by and construed in accordance with the laws of the State of California. No addition to or modification of any term hereof shall be effective unless set forth in writing and signed by Landlord and Tenant. All of the provisions of this Memorandum shall inure to the benefit of and shall be binding upon the successors and assigns of Landlord and Tenant. This Memorandum may be executed in two or more counterparts and by different parties in different counterparts, all of which together shall constitute one and the same original.

[signatures on following page]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum as of the date first written above.

LANDLORD:	**TENANT:**
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency	_____, a _____
By: _____ Name: Debra L. Fitzsimons Title: Vice Chancellor of Business Services	By: _____ Name: _____ Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____ (Seal)
Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____ (Seal)
Signature

EXHIBIT A-1

Legal Description of Fee Property

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT A-2

Legal Description of Subleased Area

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

EXHIBIT B

Permitted Uses

EXHIBIT F

Judicial Reference Proceeding

Except as set forth in Section 18.2 of this Lease, and except to the extent another dispute resolution procedure is set forth in this Lease (for example, valuation determinations to be made by appraisers,) Landlord and Tenant agree that any disputes between them arising out of or related to this Lease (including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law) shall be resolved (and a decision shall be rendered) by way of a judicial reference proceeding as provided for in Part 1, Title 8, Chapter 6 (§§ 638 et. seq.) of the California Code of Civil Procedure, or any successor California statute governing resolution of disputes by a court appointed referee. The referee shall award all costs of the reference, including but not limited to the referee's fees, reasonable attorney's fees and other costs, to the Party in whose favor the determination or decision shall be rendered by the referee. The referee shall try all issues of fact and law and report a statement of decision to the court. The referee shall be the only trier of fact and law in the reference proceeding, and shall have no authority to refer any issues of fact or law to any other person unless all parties to the judicial reference proceeding consent, or the referee determines that a conflict of interest has arisen which would make it inappropriate for the referee to act as the trier of fact or law concerning an issue or matter. The judicial reference proceeding shall be conducted in the following manner:

F.1.1 Place. The proceedings shall be heard in Orange County, California.

F.1.2 Referee. The referee shall be a retired judge who served on the Superior Court of the State of California in the County with substantial experience in the type of matter in dispute and without any relationship to the Parties, unless the Parties agree otherwise. The parties to the judicial reference proceeding shall meet to select the referee no later than thirty (30) days after service of the initial complaint on all defendants named in the complaint. Any dispute regarding the selection of the referee shall be resolved by the court in which the complaint is filed pursuant to California Code of Civil Procedure Section 640, or any successor statute, except that only one (1) referee shall be appointed.

F.1.3 Commencement and Timing of Proceeding. The referee shall commence the proceeding at the earliest convenient date and shall conduct the proceeding without undue delay.

F.1.4 Pre-hearing Conferences. The referee may require pre-hearing conferences.

F.1.5 Discovery. The parties to the judicial reference proceeding shall be entitled to conduct discovery in the same manner as if the matter was being tried in a Superior Court of the State of California.

F.1.6 Motions. The referee shall have the power to hear and dispose of motions, including motions relating to discovery, provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary judgment and/or adjudication motions, in the same manner as a trial court judge. The referee shall also have the power to summarily adjudicate issues of fact or law including the availability of remedies whether or not the issue adjudicated could dispose of an entire cause of action or defense.

F.1.7 Record. A stenographic record of the hearing shall be made which shall remain confidential except as may be necessary for post-hearing motions and any appeals.

F.1.8 Statement of Decision. The referee's statement of decision shall contain an explanation of the factual and legal basis for the decision pursuant to California Code of Civil Procedure Section 632, or any successor statute. The decision of the referee shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the dispute had been tried by the court.

F.1.9 Remedies. Subject to the terms, conditions, restrictions and limitations on remedies set forth in this Agreement, the referee may grant all legal and equitable remedies and award damages in the judicial reference proceeding.

F.1.10 Post-hearing Motions. The referee may rule on all post-hearing motions in the same manner as a trial judge.

F.1.11 Appeals. The decision of the referee shall be subject to appeal pursuant to California Code of Civil Procedure Section 645 (or any successor statute) in the same manner as if the dispute had been tried by the court.

EXHIBIT G

Determination of Market Value

G.1 Purchase Price. This Exhibit G sets forth the procedure for the calculation of the Purchase Price in the event that Tenant has timely elected to exercise the Purchase Option pursuant to Section 16.2 of this Lease. In such event, the Purchase Price shall be equal to the aggregate of the Market Value of the Fee Property and Landlord's subleasehold interest in the Sublease Area without Tenant's Improvements (collectively, the **"Leased Land"**), determined as set forth below.

G.2 Intent of Landlord. It is Landlord's intent that the Market Value reflect the highest sales price at which it could sell the Fee Property and assign its subleasehold interest in the Sublease Area to a third party (assuming for the purposes of this Exhibit G only that the Leased Land is included as part of ATEP and subject to the Specific Plan and the other applicable Laws then applicable to ATEP) as if vacant and ready for development for its highest and best use.

G.3 Definition of Market Value. **"Market Value"** means the aggregate "market value" of the Fee Property and the subleasehold interest in the Sublease Area only, as the term "market value" is defined in Dictionary of Real Estate Appraisal as published by The Appraisal Institute (or if such Dictionary is no longer published, then such other reference work published by a nationally recognized professional association for appraisers as may be designated by Landlord in its reasonable discretion), taking into account each of the following assumptions and hypothetical conditions:

G.3.1 The Market Value shall be based on the highest and best use of the Leased Land (as opposed to the actual use then being made), unless the Specific Plan and applicable Laws would not permit the use then being made or would not permit the construction of the Improvements then existing on the Leased Land and such existing use and/or such existing Improvements constitutes the highest and best use of the Leased Land. In such an event, the Market Value shall be based on the actual use then being made and/or the Improvements then existing on the Leased Land.

G.3.2 The permitted use of the Leased Land is assumed to match the highest and best use consistent with the Specific Plan and the other applicable Laws or the existing use, as applicable.

G.3.3 The Leased Land is assumed to be fully entitled and development-ready for the highest and best use or the existing use, as applicable (e.g., grading complete, Tenant having all necessary governmental approvals and building permits, etc.).

G.3.4 Industry-recognized approaches to determine the value of the Leased Land shall be utilized, including the "sales comparison" approach.

G.3.5 No rent or rent resets, or assessed value or tax appeals, may be used as evidence of Market Value, market rent or rate of return of any property.

G.4 Negotiation Period.

G.4.1 Within thirty (30) days after the date that Tenant delivers the Option Exercise Notice exercising the Purchase Option, Tenant and Landlord shall decide on a date for the exchange of information (the **"Exchange"**). If the parties do not decide on such date, then the date of the Exchange shall be the date that is one hundred fifty (150) days prior to the Lease Termination Date, and if that date is not a Business Day, then the first Business Day thereafter.

G.4.2 The information to be given by each Party to the other at the Exchange shall include, at minimum, the following: (a) the Party's estimate of the Market Value; and (b) a statement of how the party estimated the Market Value. Either Party may, but is not required to, give a copy of any appraisal report obtained by such Party. Each estimate given by a Party shall be supported by market evidence, whether such evidence is provided to the other Party. The Exchange is intended to discourage either party from taking a position on the Market Value that is not supported by market evidence, which should narrow the range of difference.

G.4.3 If a Party fails to participate in the Exchange or fails to submit the required information, then the other Party may commence the Arbitration as described in Section G.5.1 below. Either Party may give its estimate to the other Party prior to (but not after) the Exchange. If a Party fails to participate in the Exchange, fails to submit the required information in the Exchange or presents an estimate that is fifteen percent (15%) higher or lower than the Final Determination submitted to the Arbitrator, then the other Party shall be entitled to the remedies described in Section G.6 below.

G.4.4 If each Party participates in the Exchange, then the following shall apply:

(a) If Landlord's estimate of Market Value is lower than Tenant's estimate of Market Value, then the latter shall be used as the Purchase Price for purposes of Section 16.3 of this Lease.

(b) If Tenant's estimate of Market Value is eighty-five percent (85%) or more of Landlord's estimate of Market Value, then the average of Landlord's estimate of Market Value and Tenant's estimate of Market Value shall be used as the Purchase Price for purposes of Section 16.3 of this Lease. By way of illustration, if Tenant's estimate of Market Value is $1,000,000 and Landlord's estimate of Market Value is $1,150,000 then Tenant's estimate of Market Value is eighty-seven percent (87%) of Landlord's estimate of Market Value ($1,000,000/$1,150,000), and the average of the two ($1,075,000) shall be the Market Value.

(c) If the difference is greater than described in subsection (b) and Tenant and Landlord have not otherwise agreed upon the Market Value on or before the date which is one hundred twenty (120) days prior to the Lease Termination Date (such

period to be referred to herein as the **"Negotiation Period"**), the Market Value will be determined by Arbitration pursuant to Section G.5 below.

G.5 Arbitration.

G.5.1 If the Parties are unable to agree on the Market Value during the Negotiation Period, then the Market Value shall be determined by binding arbitration pursuant to this Section G.5 (the **"Arbitration"**). Within ten (10) days after the end of the Negotiation Period, Landlord and Tenant shall, in a written request signed by both parties, request a list of five (5) appraisers (the **"List"**) from The Appraisal Institute (or a successor professional association for appraisers designated by Landlord in its reasonable discretion), which appraisers shall meet the qualifications set forth below. In the event The Appraisal Institute is unable or unwilling to prepare the List, then an arbitrator shall be appointed pursuant to California Code of Civil Procedure Section 1281.6 (or a successor statute), who shall be requested to prepare the List of appraisers meeting the qualifications set forth below. The person or entity who is responsible for the preparation of the List shall be referred to herein as the **"Designated Neutral."** Each of the appraisers on the List shall meet the following minimum qualifications:

(a) Shall qualify as an expert in the valuation of property used or intended to be used for the purposes set forth in this Lease;

(b) Shall be an independent person, not currently or previously an employee, agent or business associate of Landlord or Tenant, or of any financial institutions with legal interests in the Premises;

(c) Shall be a member of The Appraisal Institute holding the MAI designation (or a member of a successor organization holding the highest designation); and

(d) Shall have at least ten (10) years' experience appraising commercial property in Orange County, California.

G.5.2 Beginning with Tenant, Tenant and Landlord shall each, within one (1) Business Day following the date the last name was stricken from the List (provided that Tenant shall have three (3) Business Days following receipt of such List to strike the first name), successively strike the name of one (1) of the five (5) appraisers on such List, and the appraiser remaining after each party has stricken two (2) names shall be deemed the **"Arbitrator."** During the process of selecting the Arbitrator, neither Party shall communicate (directly or indirectly) with any of the individuals on the List. For the purposes of this Section G.5, the **"Arbitrator Selection Date"** shall be the date that the Arbitrator is selected pursuant to the foregoing procedure. The Arbitrator shall be authorized to issue the Decision pursuant to Section G.5.3 below and notify Landlord and Tenant thereof, and the Arbitrator's decision shall be binding upon Landlord and Tenant.

G.5.3 Within ten (10) days following the Arbitrator Selection Date, each Party shall submit its best and final and binding Market Value determination to the Arbitrator (**"Final Determination"**). Within thirty (30) days following the submission of the Final

Determination by the Parties, the Arbitrator shall render a decision (the **"Decision"**) indicating whether Landlord's or Tenant's submitted Market Value is closest to the Market Value as determined by the Arbitrator. The cost of the Arbitrator and the Designated Neutral shall be paid by Landlord and Tenant equally, except as provided in Section G.6 below.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING UNDER THIS SECTION G.5 DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION G.5. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING UNDER THIS SECTION G.5 TO NEUTRAL ARBITRATION.

LANDLORD:	TENANT:
_____	_____
Initials	Initials

G.6 Remedies upon a Party's Default or Failure to Proceed with Arbitration. Notwithstanding the foregoing, if both Parties submit the information for the Exchange and: (a) if the Market Value calculated using Landlord's Final Determination (say $1,000,000) is 85% or less than Landlord's estimate of Market Value (say $1,200,000) as presented in the Negotiation Period (78%), then Landlord shall pay the entire cost of the Arbitrator and Designated Neutral; (b) if the Market Value calculated using Tenant's Final Determination (say $1,200,000) is 115% or more than Tenant's estimate of Market Value (say $1,000,000) as presented in the Negotiation Period (120%), then Tenant shall pay the entire cost of the Arbitrator and the Designated Neutral; and (c) if both Parties' presentation in the Negotiation Period is higher or lower, as applicable, than those limits, then the cost of the Arbitrator and Designated Neutral shall be borne equally by the Parties. If a Party does not participate in the Exchange, or fails to submit the required information required for the Exchange, then such Party shall pay the entire cost of the Arbitrator and Designated Neutral. If a Party causes the other Party to commence a Judicial Reference Proceeding to compel the Arbitration and if the filing Party prevails in the Judicial Reference Proceeding (including the dismissal of the action because of the other Party's subsequent compliance), then the defaulting Party shall pay the entire cost of the Arbitrator and Designated Neutral, and the prevailing Party's attorneys' fees and costs. If there are any disputes on these matters, then after the issuance of the Decision, either party may commence a Judicial Reference Proceeding as to such matter.

SCHEDULE 1

List of Environmental Studies

EXHIBIT J

Withdrawal Letter

(Doc. No. 1068300)

Exhibit J

[LETTERHEAD OF COUNTY OF ORANGE]

[date]

Barbara Shawyer
United States Department of Education
Federal Real Property Division
400 Maryland Avenue, SW
Washington, D.C. 20202

Dear Ms. Shawyer,

I am writing to advise you that Orange County, California, hereby withdraws its application for a Public Benefit Conveyance submitted to the Department of Education ("DoEd") on or about March 30, 1994 to establish an Orange County Regional Law Enforcement Training Center on a portion of the former Marine Corps Air Station Tustin, which was conditionally approved by the DoEd on or about July 25, 1994.

Sincerely,

COUNTY OF ORANGE

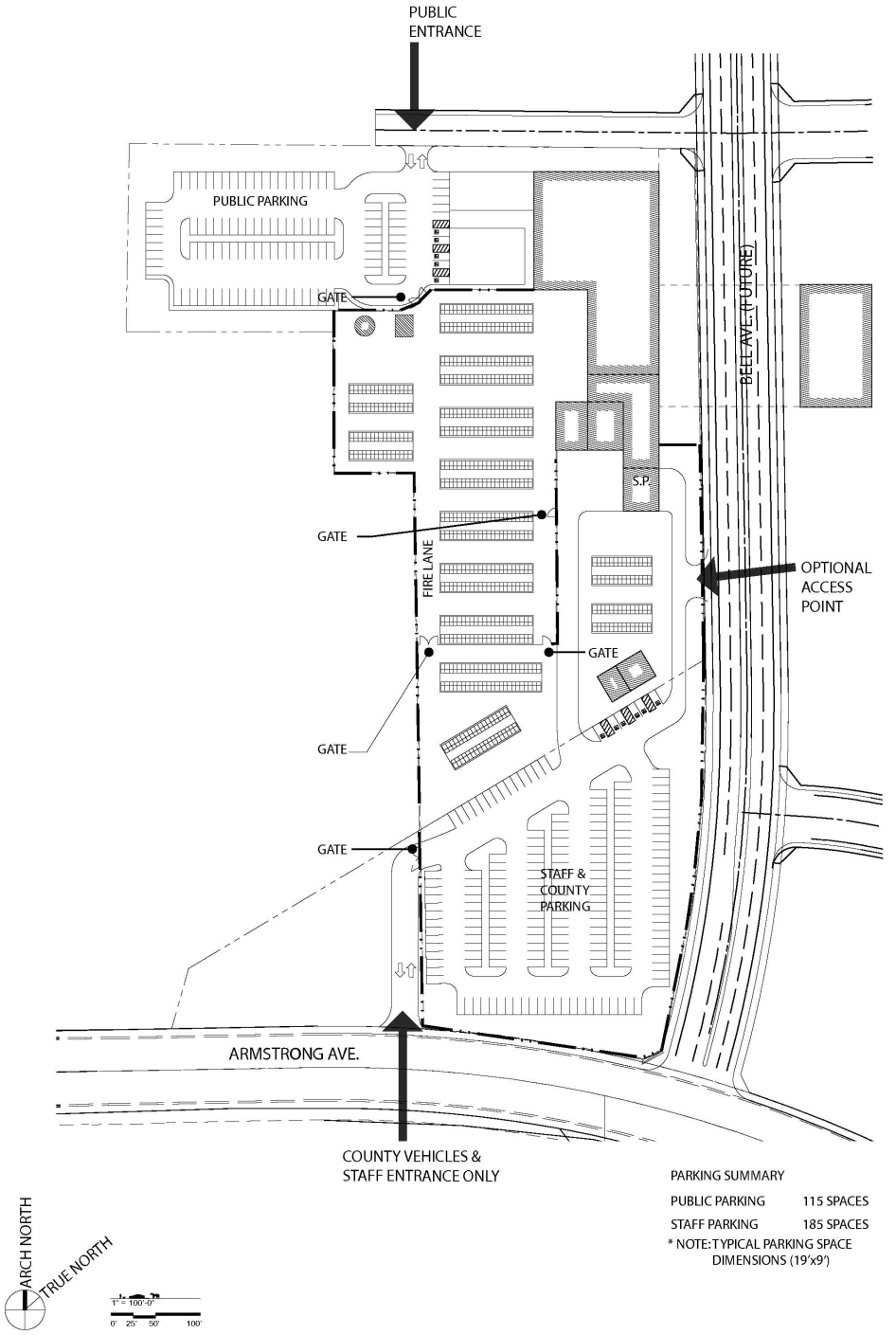
By:_____
Its:_____

EXHIBIT K

Conceptual Site Plan (Common Driveway)

(Doc. No. 1290123)

Animal Care Center Conceptual Site Plan



SWIFTLEEOFFICE
543A S. RAYMOND AVE.
PASADENA, CA 91105
T.323.257.8200
F.323.257.8276
www.swiftleeoffice.com

OP_5.4 CONCEPTUAL SITE PLAN
DECEMBER 10, 2015

OC ANIMAL CARE
TUSTIN, CA

EXHIBIT L

REA

1297490

RECORDING REQUESTED BY: **AND WHEN RECORDED MAIL TO:** County of Orange 1770 North Broadway Santa Ana, California 92701-4017 Attention: Steve Franks, Director, OC Community Resources	
Exempt from Recording Fees **Per Government Code Section 6103**	

Space Above This Line Reserved for Recorder's Use

GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS (this **"Grant"**) is dated this ___ day of _____, 2016, and is entered into by and between the COUNTY OF ORANGE, a political subdivision of the State of California (**"County"**), and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency (**"SOCCCD"**). County and SOCCCD are sometimes referred to herein individually as an **"Owner"** and collectively as the **"Owners."**

RECITALS

A. County is the holder of a ground leasehold interest in certain real property in the City of Tustin, County of Orange, State of California, more particularly described on Exhibit "A" attached hereto (**"County's Property"**). The ground leasehold interest was created pursuant to that certain Ground Lease between SOCCCD and County dated _____, 2016, a Memorandum (**"Memorandum"**) of which has been recorded in the Official Records of Orange County, California concurrently herewith. SOCCCD is the owner of fee title to the County's Property and it is anticipated that SOCCCD will convey such fee title in the future to County pursuant to that certain Amended and Restated Agreement for the Exchange of Real Property (**"Exchange Agreement"**) dated _____, 2016 by and between the Owners~~,~~.

B. SOCCCD is the owner of certain real property in the City of Tustin, County of Orange, State of California, more particularly described on Exhibit "B" attached hereto (**"SOCCCD's Property"**).

C. SOCCCD's Property and County's Property are contiguous to one another. For purposes of this Grant, County's Property and SOCCCD's Property shall be referred to herein collectively as the **"Properties"** and individually as a **"Property."**

D. Pursuant to the Exchange Agreement, County has the right to and has agreed to construct and install certain driveway improvements known as the **"Common Driveway"** on the Properties, all as set forth in the Exchange Agreement.

E. County intends to construct an Animal Care Center (the **"Center"**) on the County Property.

F. It is the intention and desire of County and SOCCCD to enter into this Grant to provide for (1) reciprocal access easements over those portions of the Properties as generally depicted on the Conceptual Site Plan of the Center attached hereto as Exhibit "C" (the **"Common Driveway Easement Area"**) for purposes of ingress and egress over the Common Driveway to be constructed by County, (2) a temporary blanket construction easement over SOCCCD's Property for purposes of the construction and installation of the Common Driveway and the performance of any other activities in connection with such work (collectively, the **"Work"**), which Work shall be performed by County in accordance with the terms and conditions of the Exchange Agreement and (3) potential future temporary blanket easements in favor of an Owner which becomes entitled hereunder to perform work (**"Subsequent Work"**) on the Common Driveway after the Work has been completed.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and SOCCCD hereby agree as follows:

1. Common Driveway Reciprocal Easements.

1.1 Grant of Common Driveway Easements. Subject to all of the terms and conditions hereof and the limitation on County's access set forth below, Owners hereby establish and reserve for the benefit of Owners, all subsequent owners of the Properties and their agents, employees, contractors, representatives, guests and invitees, including without limitation, any property owners' association formed to manage and maintain any of the Properties (collectively, the **"Permittees"**), non-exclusive perpetual reciprocal easements (the **"Common Driveway Easements"**) for the purpose of ingress and egress, including the passage of motor vehicles and the accommodation of pedestrians, over the Common Driveway Easement Area in order to provide access from the Properties to and from the public street adjacent to the Common Driveway Easement Area.

1.2 Limitations on County's Access. Notwithstanding anything to the contrary set forth in this Section 1, County's use of the Common Driveway Easements shall be limited to public access to the Center, and the Common Driveway Easements shall not be used by employees of the Center or by vehicles providing deliveries to the Center.

1.3 Insurance. Neither Owner nor its Permittees shall perform any activity on or in relation to the Common Driveway Easement Area which would (a) cause or threaten the cancellation of any insurance covering any portion thereof, or (b) increase the insurance rates applicable to the insurance for the Common Driveway Easement Area required pursuant to Section 8 below over the rates which would otherwise apply, unless the responsible Owner pays the increased insurance costs.

2. Construction Easements.

2.1 Initial Construction.

(a) Grant of Blanket Construction Easement. Subject to all of the terms and conditions hereof, SOCCCD hereby grants to County a temporary, non-exclusive easement (the **"Blanket Construction Easement"**) to over the portion of the Common Driveway Easement Area on SOCCCD's Property as necessary to perform the Work pursuant to the terms and conditions set forth in the Exchange Agreement. The Blanket Construction Easement shall include rights of ingress and egress over SOCCCD's Property as may be reasonably required in connection with the performance of the Work.

(b) Termination of Blanket Construction Easement. The Blanket Construction Easement shall automatically terminate upon completion of the Work as set forth in the Exchange Agreement.

(c) County Indemnity. County shall protect, indemnify, defend and hold harmless SOCCCD, and its agents, contractors, employees, principals, and officers, with County Counsel or outside counsel reasonably acceptable to SOCCCD, from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs and expenses (all of the foregoing, collectively **"Liabilities"**), resulting from County's performance of the Work and maintenance of the Common Driveway, except as to those Liabilities attributable to the gross negligence or willful misconduct of SOCCCD, or its agents, contractors, employees, principals, and officers. County's indemnification obligations set forth herein shall survive the termination of this Grant for any reason.

(d) Metes and Bounds. As soon as practicable after the completion of the construction of the Common Driveway, County shall cause to be prepared a metes and bounds description of the actual location of the Common Driveway Easement Area and shall submit the same to SOCCCD for its approval. The metes and bounds description shall separately describe the portion of the Common Driveway Easement Area located on each of the Properties. Upon the approval of SOCCCD of the metes and bounds description of the Common Driveway Easement Area, the Owners shall execute in recordable form an amendment to this Grant using the metes and bounds description as a substitute and replacement for the description of the Common Driveway Easement Area shown on Exhibit C attached hereto. County shall promptly cause such amendment to be recorded in the Official Records of Orange County, California.

2.2 Subsequent Construction or Maintenance. In the event that after the completion of the Work, either Owner (**"Constructing Owner"**) becomes entitled to perform construction or maintenance work (**"Subsequent Work"**) on the Common Driveway Easement Area pursuant to the terms of Section 4.4 or Section 6 hereof, then the Constructing Owner shall be entitled to the following easements.

(a) Grant of Subsequent Construction Easement. Subject to all of the terms and conditions hereof, the Non-Constructing Owner, upon the establishment of the Constructing Owner's right to perform any Subsequent Work pursuant to Section 4.4 or Section 6 below, shall be deemed to grant to the Constructing Owner a temporary, non-exclusive easement (the **"Subsequent Construction Easement"**) to enter onto the portion of the Common Driveway Easement Area on the Non-Constructing Owner's Property as necessary to perform such Subsequent Work pursuant to the terms and conditions set forth in this Grant. The

Subsequent Construction Easement shall include rights of ingress and egress over the Non-Constructing Owner's Property as may be reasonably required in connection with the performance of the Subsequent Work.

(b) Termination of Subsequent Construction Easement. Any Subsequent Construction Easement shall automatically terminate upon completion of the applicable Subsequent Work.

(c) Indemnification of Non-Constructing Owner. The Constructing Owner shall protect, indemnify, defend and hold harmless the Non-Constructing Owner, and its agents, contractors, employees, principals, and officers, with counsel reasonably acceptable to the Non-Constructing Owner, from and against any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs and expenses (all of the foregoing, collectively **"Subsequent Liabilities"**), resulting from Constructing Owner's performance of such Subsequent Work, except as to those Subsequent Liabilities attributable to the gross negligence or willful misconduct of the Non-Constructing Owner, or its agents, contractors, employees, principals, and officers. Constructing Owner's indemnification obligations set forth herein shall survive the termination of this Grant for any reason.

Binding Effect. Each of the easements and rights created by this Agreement is (a) appurtenant to or for the benefit of, as applicable, the ownership interest in fee or the leasehold interest in the Property to which it is granted; (b) a burden, as applicable, on the ownership interest in fee or on the leasehold interest in the Property granting such easement or right; (c) shall run with the ownership interest in fee or the leasehold interest benefited and burdened; (d) is enforceable by the Owner from time to time of the benefited property, or any portion thereof, against the Owner from time to time of the portion of the burdened property encumbered by said easements; and (e) may not be transferred, assigned or encumbered except as an appurtenance to the ownership interest in fee or the leasehold interest in such Property, as applicable.

3. County's Maintenance Obligations.

3.1 General. County shall maintain the Common Driveway in good condition and repair and in compliance with applicable law and this Grant, at all times. County hereby accepts this designation and appointment for itself and on behalf of its successors and assigns.

3.2 Specific Maintenance Items. With costs to be allocated pursuant to Section 4.2 below, County's obligations under this Section shall include, without limitation, (a) maintenance of the Common Driveway in a clean and neat condition free from debris and litter; (b) maintaining, repairing and resurfacing the Common Driveway to ensure the Common Driveway is at all times functional in accordance with its purpose and design; and (c) all other necessary general maintenance of the Common Driveway. County shall at all times have the right to restrict use and enjoyment by SOCCCD or its successors to all or any portion of the Common Driveway as reasonably necessary in the performance of its maintenance obligations.

3.3 Repairs and Expenses. If either Owner determines that the Common Driveway requires repair, resurfacing or replacement, such Owner shall notify the other Owner in writing and the Owners shall thereafter, within thirty (30) days, jointly adopt a plan for the investigation of the need for such repair, resurfacing or replacement, and, if necessary, jointly adopt plans, specifications and a budget for such repair, resurfacing or replacement. If the Owners are unable to agree on such a plan or the need or extent of any such repair, resurfacing or replacement, then the matter shall be determined as provided in the Section of this Grant that is entitled "Approvals and Dispute Resolution." The costs of all such investigation, design and repair shall be borne equally between the Owners.

4. Maintenance.

4.1 Maintenance Costs. The term **"Maintenance Costs"** shall mean all costs and expenses actually and reasonably incurred for insurance, maintenance, repair, resurfacing and replacement for the Common Driveway. Without limitation of the foregoing, Maintenance Costs shall include such reserves as County deems to be reasonably necessary for repair and replacement of the Common Driveway.

4.2 Sharing of Maintenance Costs. The Maintenance Costs shall be borne equally between the Owners. County shall prepare and deliver to SOCCCD, on a quarterly basis, an invoice setting forth the Maintenance Costs incurred during the previous calendar quarter, which invoice shall be accompanied with reasonable back-up documentation of such Maintenance Costs. SOCCCD shall pay its proportionate share of the Maintenance Costs within forty-five (45) days after receipt of such invoice. In the event SOCCCD fails to timely pay its proportionate share of the Maintenance Costs within such forty-five (45) day period, the amount owed to County shall bear interest until paid at a per annum rate equal to the lesser of (a) ten percent (10%) or (b) the maximum rate permitted by law.

4.3 County's Maintenance Easement. Subject to all of the terms and conditions hereof, SOCCCD hereby grants to County a non-exclusive easement (the **"Maintenance Easement"**) over the portion of the Common Driveway Easement Area on SOCCCD's Property as necessary to maintain the Common Driveway Easement Area as provided herein. The Maintenance Easement shall include rights of ingress and egress over SOCCCD's Property as may be reasonably required in connection with the performance of the maintenance, repair and resurfacing work as provided herein.

4.4 SOCCCD's Limited Right to Cure and Reimbursement. If County fails to reasonably perform its required maintenance obligations under this Grant, then SOCCCD shall become entitled to perform the required maintenance of the Common Driveway, but only after thirty (30) days have elapsed since delivery of written notice to County without any attempt by County during such period to perform the required maintenance or to commence maintenance if such work will take longer than thirty (30) days. County shall reimburse the SOCCCD for the County's share of actual Maintenance Costs incurred by SOCCCD in performing such required maintenance within fifteen (15) days after receiving SOCCCD's written demand for reimbursement, together with reasonable supporting material. If County fails to reimburse SOCCCD as provided above, amounts due but unpaid by County to SOCCCD shall bear interest at the rate of ten percent (10%) per annum from the date due until the date paid.

5. Damage and Destruction.

5.1 Damage and Restoration. In the event of damage to or destruction of the Common Driveway, County shall, promptly and diligently, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. All such restoration and reconstruction shall be performed in accordance with the following requirements:

(a) Standard of Restoration Work. All restoration work shall be performed in a good and workmanlike manner in accordance with this Grant, the original plans and specifications, and all applicable requirements of governmental authorities having jurisdiction.

(b) Sharing of Costs. All restoration work shall be completed by County, and SOCCCD shall be obligated to reimburse County for one-half (1/2) of the costs of reconstruction or restoration upon receipt of an invoice setting forth the costs of reconstruction or restoration, which invoice shall be accompanied with reasonable back-up documentation of such costs. SOCCCD shall pay its proportionate share of such costs within forty-five (45) days after receipt of such invoice. In the event SOCCCD fails to timely pay its proportionate share of the such costs within such forty-five (45) day period, the amount owed to County shall bear interest until paid at a per annum rate equal to the lesser of (a) ten percent (10%) or (b) the maximum rate permitted by law.

(c) Right to Cure. Should County fail or refuse to perform the restoration work, then SOCCCD shall have the right to cure County's breach in accordance with the procedures specified in Section 4.3 of this Grant.

6. Reconfiguration of Common Driveway.

6.1 Proposed Plan. If either Owner (the **"Proposing Owner"**) determines that the Common Driveway is no longer meeting the needs of such Proposing Owner's use of its Property, such Proposing Owner may at any time give notice to the other Owner (the **"Responding Owner"**) in writing with a proposed plan (each, a **"Proposed Plan"**) for the reconfiguration of the Common Driveway, including the addition of curb cuts, medians or landscaping (the **"Reconfiguration Project"**).

6.2 Approval or Disapproval. The Responding Owner shall have thirty (30) days after the receipt of such notice, to approve or disapprove the Proposed Plan. The Responding Owner shall consider the Proposed Plan in good faith and shall not unreasonably withhold or delay approval. The Responding Owner, may, however, condition its approval on a revision of the ratio by which the Maintenance Costs are shared between the Owners if the Responding Owner can demonstrate that the Proposed Plan would result in additional Maintenance Costs. If the Responding Owner does not disapprove the Proposed Plan within such thirty (30) day period, then the Proposed Plan shall be deemed approved. If the Responding Owner disapproves the Proposed Plan, then it shall give written notice of its disapproval to the Proposing Owner within the time period set forth above, which notice shall contain a detailed description of the Responding Owner's objections.

6.3 Disapproval of Proposed Plan. In such event, the Owners shall meet and confer within an additional thirty (30) days to discuss the Proposed Plan. If the Owners are unable to agree on the Proposed Plan or the revision of the ratio of sharing the Maintenance Costs within ten (10) days after the expiration of the additional thirty (30) day period, then the matter shall be determined as provided in the Section of this Grant that is entitled "Approvals and Dispute Resolution." The costs of all such investigation, design and repair shall be allocated equally between the Owners.

6.4 Reconfiguration of Common Driveway. Once a Proposing Owner's Proposed Plan is approved or determined to be acceptable by Dispute Resolution, the Proposing Owner shall employ a licensed contractor or contractors to construct and complete the Reconfiguration Project at the sole cost and expense of the Proposing Owner. The Reconfiguration Project shall be let in accordance with all applicable laws, rules, and regulations of all governmental authorities having jurisdiction over the Common Driveway. The Reconfiguration Project shall be installed in strict compliance with the Proposed Plans as approved or deemed acceptable. All requirements of the applicable storm water pollution protection plans for the Common Driveway shall be implemented and maintained by the Proposing Owner. During the construction of the Reconfiguration Project, the Proposing Owner shall take such steps as may be reasonable and practicable to allow access to the Properties during construction.

6.5 Time for Completion of Reconfiguration Project. The Proposing Owner shall commence construction of the Reconfiguration Project within six (6) months after the date the Proposed Plan is approved or determined to be acceptable, and the Proposing Owner shall have twelve (12) months thereafter to complete the construction of the Reconfiguration Project. In the event that the Proposing Owner is prevented from commencing or completing the Reconfiguration Project because of an event of Force Majeure (as defined in Section 12.7 below), then the time for the Proposing Owner's performance shall be extended for the period of time equal to the duration of such event of Force Majeure which prevented the Proposing Owner from commencing or completing construction, provided that the Proposing Owner notifies the Responding Party in writing within thirty (30) days from the date upon which the Proposing Owner became aware of such event of Force Majeure.

7. Approvals and Dispute Resolution. Except as otherwise specifically provided herein, if either Owner fails to give an approval required hereunder or specific grounds for disapproval within thirty (30) days of receipt of the request therefor (which shall include such background data as may be necessary to make an informed decision on such request), said Owner shall be deemed to have given its approval. Except as otherwise specifically provided herein, no such approval shall be unreasonably withheld or delayed. If the Owners are not able to agree on any matter which is to be approved by either or both Owners pursuant to this Grant, the matter shall, upon demand of either Owner, be determined by binding arbitration conducted in Orange County, California pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The prevailing Owner in any such arbitration, as determined by the arbitrator, shall be entitled to recover from the other Owner, its reasonable attorney fees and expenses incurred in the arbitration, including, but not limited to, consultant and expert witness fees, photocopying and telephone charges, deposition costs, travel expenses and investigation expenses.

8. Post-Construction Insurance. During the performance of the Work, County shall carry the insurance specified in the Exchange Agreement. After the Work is completed, each Owner shall obtain and keep in effect policies of insurance coverage on their respective Properties for such purposes and in such amounts as they deem desirable. In addition:

8.1 Property and Liability Coverage. County shall purchase or cause to be purchased or maintain through a program of self-insurance and maintain in effect with respect to the insurable interests in the Common Driveway a policy of liability insurance in amounts customary for similar projects in the area. To the extent that there is a premium associated with any applicable policies obtained pursuant to this Section 8.1, the cost of such premiums shall be shared equally by the Owners. SOCCCD shall be named as an "additional insured" under any such policy. In the event that the County does not self-insure, all policies required shall be written by insurance companies with a Best's Rating of no less than "A: VII." County shall provide notice to SOCCCD if any of the above coverage is suspended, voided, canceled, non-renewed, or reduced in scope or limits. Such notice shall be provided by certified mail, return receipt requested within 30 days of County's receipt of notice of such change in coverage.

8.2 Worker's Compensation. For any maintenance work completed by the County or its contractor hereunder, County shall purchase, cause to be purchased or maintain through a program of self-insurance and maintain in effect a policy of worker's compensation insurance with respect to the improvements for which County bears maintenance responsibility under this Grant. To the extent that there is a premium associated with any such policy, the cost of such premium shall be shall be shared equally.

8.3 Additional Coverage. Notwithstanding the foregoing or any other provisions of this Section 8, each Owner shall have the right to obtain its own insurance. Neither Owner shall be required to obtain the consent or approval of the other Owner in order to obtain insurance coverage for its own benefit which is in excess of or in addition to the insurance such Party is required to maintain under this Section 8, provided that no such extra coverage shall entitle either Owner to any reduction in the obligation to pay its equal share hereunder.

8.4 Mutual Release; Waiver of Subrogation. Each Owner hereby releases and waives for itself, and to the extent legally possible for it to do so, on behalf of its insurer, each other Owner and its officers, directors, agents, partners, servants and employees, from liability for any loss or damage to any or all property (including any liability for such releasing Party's or any of its occupants' loss of rents or profits), which loss or damage the releasing Owner is required to insure against by this Section, irrespective of any negligence on the part of the released Owner which may have contributed to or caused such loss or damage. Each Owner covenants that it will, if generally available in the insurance industry, obtain for the benefit of the other Owners a waiver of any right of subrogation which the insurer of such releasing Owner may acquire against the other Owners by virtue of the payment of any such loss covered by such insurance.

9. After-Acquired Property. Pursuant to the Memorandum, County has acquired a leasehold interest in County's Property and this Grant is intended to encumber such leasehold interest. The Exchange Agreement also provides that, at a future date, SOCCCD shall convey to County fee title in County's Property upon the satisfaction of certain conditions precedent. It is

County's express intention that upon County's acquisition of fee title to County's Property, this Grant shall encumber such fee title and all references in Section 2.3 above to a leasehold interest shall be deemed to refer to County's fee title in the County Property.

10. Post-Construction Mutual Indemnification. From and after the completion of the construction of the Common Driveway, each Owner shall indemnify, defend and hold harmless the other Owner for all costs and reasonable attorneys' fees associated with any claims for personal injuries or property damage brought by or against each indemnified Owner or such indemnified Owner's officers, directors, managing agents, employees, members and their tenants, agents, representatives, employees or invitees, which arise from damage to the Common Driveway caused by the negligence or willful act of the indemnifying Owner or the indemnifying Owner's contractors, agents, representatives, employees or subcontractors.

11. Mortgagee Protection. Notwithstanding all other provisions hereof, no breach of this Grant, nor the enforcement of any provision hereof shall defeat or render invalid the rights of a mortgagee or beneficiary (each, a **"Mortgagee"**) under any recorded mortgage or deed of trust on either of the Properties, or any part thereof, which is made in good faith and for value; provided that after such Mortgagee obtains title thereto by judicial foreclosure or by means of the powers set forth in such mortgage, or deed of trust, or by deed in lieu of foreclosure, such property shall remain subject to this Grant.

12. Miscellaneous.

12.1 No Interference. Except for temporary and reasonable interruptions, which may be required from time to time in connection with the performance of maintenance, construction and repair work by County as permitted herein, the Owners shall not prevent or impair the free use of, or any other right with respect to, any of the access rights and easements granted herein.

12.2 Captions; Incorporation by Reference. The captions used herein are for convenience only and are not a part of this Grant and do not in any way limit or amplify the terms and provisions hereof. Each of the Exhibits attached to this Grant is hereby incorporated into this document as if set forth in full herein.

12.3 Interpretation; Governing Law. This Grant shall be construed as if prepared by both parties hereto. Any rule of law or legal decision that would require interpretation of any ambiguities in this Grant against the drafting party shall not be applicable and is hereby waived. This Grant shall be governed by and construed under the laws of the State of California.

12.4 Mechanics' Liens. If an Owner (the **"Responsible Owner"**) shall permit any mechanics' liens to be filed against another Owner's real property (an **"Affected Owner"**), the Responsible Owner shall either pay the same and have it discharged of record promptly, or take such action as may be required to reasonably and legally object to such lien and the placing of same against such Affected Owner's real property. In all events, the Responsible Owner shall cause the lien to be discharged prior to the entry of judgment for foreclosure of such lien. Upon request of an Affected Owner, the Responsible Owner shall furnish such security or indemnity to

and for the benefit of such Affected Owner as may be required to permit a title endorsement or title policy to be issued relating to such Affected Owner's real property without showing thereon the effect of such lien.

12.5 Duration. The easements created hereby shall be deemed to exist in perpetuity unless they are quitclaimed, or otherwise terminated and extinguished by both Owners.

12.6 Severability. If any clause, sentence, or other portion of this Grant shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

12.7 Force Majeure. If either Owner or any other person shall be delayed or hindered in or prevented from the performance of any act required to be performed by such person under this Grant by reason of any of the following events (collectively, **"Force Majeure"**) acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of work as certified to by the licensed architect, engineer, or other individual overseeing the performance of the relevant work, war or other reason beyond such Owner's control, then the time for performance of such act shall be extended for a period equal to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Owner.

12.8 Attorney's Fees. In the event of any legal action or other proceeding between the parties regarding this Grant (an **"Action"**), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, expert witness fees, court costs and litigation expenses, as determined by the court.

12.9 Post-Judgment Attorneys' Fees. The prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under Section 11.8 above, to the payment by the losing party of the prevailing party's reasonable attorneys' fees, expert witness fees, court costs and litigation expenses incurred in connection with (a) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (b) any proceeding to enforce a judgment in such Action. It is the intent of Owners that the provisions of this Section 11.9 be distinct and severable from the other rights of Owners under this Grant, shall survive the entry of judgment in any Action and shall not be merged into such judgment.

12.10 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Grant shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Grant shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

12.11 Binding Effect. Upon the sale, transfer or other conveyance of all or any portion of either County's Property or SOCCCD's Property to any person or entity, the seller, transferor or conveyancer shall be released from all obligations and liabilities under this Grant

that arise after the date of such sale, transfer or conveyance, and such purchaser or transferee shall automatically be bound thereby.

12.12 Injunctive Relief. In the event of any violation or threatened violation of this Grant, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other party.

12.13 Further Actions. Owners shall execute and deliver such further documents and shall take such further actions as may be reasonably necessary to effectuate the terms of this Grant.

12.14 Counterparts. This Grant may be executed in two or more counterparts, each of which shall be deemed to be an original, but when taken together shall constitute one and the same instrument.

12.15 Amendment. This Grant only may be amended by a written instrument executed and acknowledged by County and SOCCCD or the respective successors and assigns.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Owners have executed this Grant on the date set forth opposite their respective signatures below.

COUNTY:

COUNTY OF ORANGE,
a political subdivision of the State of California

DATED:_____, 2016

By:_____
Scott Mayer, Chief Real Estate Officer

APPROVED AS TO LEGAL FORM

By:_____
Thomas Miller, Supervising Deputy
County Counsel

SOCCCD:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a California public agency

DATED:_____, 2016

By:_____
Debra L. Fitzsimons,
Vice Chancellor, Business Services

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 2016, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____
Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 2016, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____
Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 2016, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____
Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 2016, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____
Signature

(Seal)

Exhibit "A"

Grant of Easements

Legal Description of County's Property

(Doc. No. 1145460)

Exhibit "B"

Grant of Easements

Legal Description of SOCCCD's Property

(Doc. No. 1147481)

Exhibit "C"

Grant of Easements

Conceptual Site Plan of Animal Care Center

Showing Location of Common Driveway

(Doc. No. 1290123)

EXHIBIT M

Navy-City Amendment

(Doc. No. 1290121)

MODIFICATION THREE (3)
TO THE AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF TUSTIN, CALIFORNIA
FOR THE CONVEYANCE OF A PORTION OF THE FORMER
MARINE CORPS AIR STATION TUSTIN

THIS MODIFICATION THREE ("**Modification Three**") to the *Agreement between the United States of America and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin* dated May 13, 2002, is entered into on this ___ day of _____, 2011 by and between **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (the "Government"), and the **CITY OF TUSTIN, CALIFORNIA** (the "City"), recognized as the local redevelopment authority by the Office of Economic Adjustment on behalf of the Secretary of Defense. The Government and the City are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into the *Agreement between the United States of America and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin* dated as of May 13, 2002, as amended by that certain Modification One to the Agreement dated as of April 10, 2006 and that certain Modification Two to the Agreement dated as of July 31, 2006 (as amended, collectively, the "Agreement"), pursuant to which, among other things, sets forth the terms and conditions for the conveyance of a portion of the former Marine Corps Air Station Tustin ("MCAS Tustin") by the Government to the City pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 175); and

WHEREAS, the Reuse Plan for MCAS Tustin submitted to the Government by the City ("Reuse Plan") included an Orange County Regional Law Enforcement Training Center (the "LETC") as a recommended public benefit conveyance, to be located in part of an approximately ten (10) acre parcel of land more particularly described on Exhibit "A" attached hereto (the "County Exchange Parcel"); and

WHEREAS, the United States of America acting by and through the Department of the Navy currently holds title to the County Exchange Parcel, also known as Disposal Site 2; and

WHEREAS, Article 1.10.4 of the Agreement provides that "[i]f the County of Orange withdraws its Public Benefit Conveyance Application for MCAS Tustin Reuse Plan Disposal Site 2, then and in that event, the Parties agree to amend" the Agreement to include such Disposal Site 2; and

WHEREAS, the County intends to withdraw its Public Benefit Conveyance Application for the County Exchange Parcel; and

WHEREAS, South Orange County Community College District, a public agency ("SOCCCD") and the County have identified a parcel of real property which SOCCCD desires to convey to the County, and the County desires to accept, in exchange for the County Exchange Parcel; and

WHEREAS, the Parties believe it is desirable and necessary to include the County Exchange Parcel within the scope of the Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the respective representations, agreements, covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS

Article 1. Prerequisites to Implementation. This Modification Three shall become effective only upon written notice to the Government from the City, which shall be provided by the City in its sole discretion, that the following events have occurred:

a. The County of Orange shall have withdrawn its Public Benefit Conveyance Application for the County Exchange Parcel; and

b. The County of Orange and SOCCCD shall have executed an exchange agreement acceptable in writing to the City to give effect to the exchange of the County Exchange Parcel and the SOCCCD Exchange Parcel.

Article 2. Real Property Description.

a. The Agreement is hereby modified to include the County Exchange Parcel, as more fully described in Exhibit "A" to this Modification Three, within the description of Real Property contained in Article 1.10 of the Agreement, in accordance with Article 4.1.3.3 of the Agreement.

b. Exhibit "A" to this Modification Three is attached and made a part of this Modification Three and shall be attached to and made a part of the Agreement as Exhibit "A-1".

Article 3. City Actions. In any subsequent conveyance of the County Exchange Parcel to another public agency, such conveyance shall be by quitclaim deed in a form and substance approved by the City which restricts the County Exchange Parcel for an appropriate public use.

Article 4. Miscellaneous

a. Unless separately defined, the terms used in this Modification Three shall be the same as used and defined in the Agreement.

b. Except as set forth herein, and unless modified specifically by this Modification Three, the terms and conditions contained in the Agreement shall remain binding upon the Parties and their respective successors and assigns as set forth in the Agreement.

c. The terms of this Modification Three are intended to and shall be for the benefit of the City and the Government. No other person, agency, or entity shall have any right or cause of action hereunder, nor is anything in this Modification Three intended to relieve, discharge or affect the obligation or liability of any third parties or entities to any Party to this Modification Three or otherwise nor shall any provision give any third party or entity any right of action, subrogation or action over and against any Party to this Modification Three.

[Signature Page Follows]

In Witness whereof, the Parties, intending to be legally bound, have caused their duly authorized representatives to execute and deliver this Modification Three as of the date first above written.

UNITED STATES OF AMERICA,
Acting by and through the Department of the Navy

By: _____
Title: Real Estate Contracting Officer

Dated: _____

CITY OF TUSTIN, CALIFORNIA

By: _____
Title: City Manager or Assistant City Manager

Dated: _____

Attest:

By: _____
Pamela Stoker
City Clerk

Approved as to form:

By: _____
George Schlossberg
Special Counsel
Kutak Rock

1 **EXHIBIT A**
2
3 **DESCRIPTION OF PARCEL**
4

EXHIBIT N

Effectiveness Notice

(Doc. No. 1065517)

CITY OF TUSTIN
300 CENTENNIAL WAY
TUSTIN, CALIFORNIA 92780
(714) 838-1602

_____ ___, 20__

Commanding Officer
Southwest Division
Engineering Field Division
Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, CA 92123-5189

Re: Former Marine Corps Air Station Tustin

Ladies and Gentlemen:

Notice is hereby given pursuant to that certain Modification Three (3) dated _____, 2011 to the Agreement between the United States of America and the City of Tustin, California for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin ("Modification 3") that the events described below have occurred. (Capitalized terms shall have the meanings ascribed to them in Modification 3.)

a. The County of Orange has withdrawn its Public Benefit Conveyance Application for the County Exchange Parcel; and

b. The County of Orange and SOCCCD have executed an exchange agreement acceptable to the City, as evidenced by this writing, to give effect to the exchange of the County Exchange Parcel and the SOCCCD Exchange Parcel.

Accordingly, by virtue of this notice, Modification 3 is now effective.

Very truly yours,

_____
City Manager, City of Tustin

EXHIBIT O

General Escrow Instructions

Receipt of these provisions deems acceptance of the terms. Please read for general information about the escrow process.

1. SPECIAL DISCLOSURES:

A. DEPOSIT OF FUNDS & DISBURSEMENTS

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information, all funds shall be deposited in general escrow accounts in a federally insured financial institution including those affiliated with Escrow Holder ("depositories"). All disbursements shall be made by Escrow Holder's check or by wire transfer unless otherwise instructed in writing. The Good Funds Law (California Insurance Code 12413.1) mandates that Escrow Holder may not disburse funds until the funds are, in fact, available in Escrow Holder's account. Wire transfers are immediately disbursable upon confirmation of receipt. Funds deposited by a cashier's or certified check are generally available on the next banking day following deposit. Funds deposited by a personal check and other types of instruments may not be available until confirmation from Escrow Holder's bank which can vary from 2 to 10 days.

B. DISCLOSURE OF POSSIBLE BENEFITS TO ESCROW HOLDER

As a result of Escrow Holder maintaining its general escrow accounts with the depositories, Escrow Holder may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits.

C. MISCELLANEOUS FEES

Escrow Holder may incur certain additional costs on behalf of the parties for services performed, or fees charged, by third parties. The fees charged by Escrow Holder for services including, but not limited to, wire transfers, overnight delivery/courier services, etc. may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services which shall, in no event, exceed $10 for each markup.

D. METHOD TO DELIVER PAYOFF TO LENDERS/LIENHOLDERS

To minimize the amount of interest due on any existing loan or lien, Escrow Holder will deliver the payoff funds to the lender/lienholder as soon as Escrow Holder is able after confirmation of recordation/close of escrow and as demanded by the lender/lienholder using (a) personal delivery, (b) wire transfer, or (c) overnight delivery service, unless otherwise directed in writing by the affected party. Certain payments such as home equity line of credit payoffs ("HELOCS") may require additional time to process.

2. PRORATIONS & ADJUSTMENTS

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made to the close of escrow based on the number of actual days, unless otherwise instructed in writing.

3. CONTINGENCY PERIODS

Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

4. REPORTS

a. Preliminary Report -Escrow Holder has neither responsibility nor liability for any title search that may be performed in connection with the issuance of a preliminary report.

b. Other Reports-As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for reviewing such reports or advising the parties of the content of same.

5. INFORMATION FROM AFFILIATED COMPANIES

Escrow Holder may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

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6. RECORDATION OF DOCUMENTS

Escrow Holder is authorized to record documents delivered through escrow which are necessary or proper for the issuance of the requested title insurance policy(ies). Buyer will provide a completed Preliminary Change of Ownership Report form ("PCOR"). If Buyer fails to provide the PCOR, Escrow Holder shall close escrow and charge Buyer any additional fee incurred for recording the documents without the PCOR. Escrow Holder is released from any liability in connection with same.

7. PERSONAL PROPERTY TAXES

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

8. REAL PROPERTY TAXES

Real property taxes are prorated based on the most current available tax statement from the tax collector's office. Supplemental taxes may be assessed as a result of a change in ownership or completion of construction. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and Escrow Holder is released of any liability in connection with such adjustments. The first installment of California real property taxes is due November 1st (delinquent December 10th) and the second installment is due February 1st (delinquent April 10th). If a tax bill is not received from the County at least 30 days prior to the due date, buyer should contact the County Tax Collector's office and request one. Escrow Holder is not responsible for same.

9. CANCELLATION OF ESCROW

a. Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Holder. Within a reasonable time after receipt of such notice, Escrow Holder shall send by regular mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Holder by a party within 10 days after date of mailing, Escrow Holder is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Holder, Escrow Holder is authorized, at its option, to hold all funds and documents in escrow (subject to the funds held fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of a court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Holder's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Holder and all documents and remaining funds held in escrow shall be returned to the parties depositing same.

b. Notwithstanding the foregoing, upon receipt of notice of cancellation by a seller in a transaction subject to the Home Equity Sales Contract law (CC §1695 et seq.), Escrow Holder shall have the right to unilaterally cancel the escrow and may return all documents and funds without consent by or notice to the buyer.

10. CONFLICTING INSTRUCTIONS & DISPUTES

If Escrow Holder becomes aware of any conflicting demands or claims concerning this escrow, Escrow Holder shall have the right to discontinue all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction. Escrow Holder has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Holder's cancellation charges, costs (including the funds held fees) and reasonable attorneys' fees, and (b) that Escrow Holder is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Holder, the party(ies) involved in the action agree to indemnify and hold the Escrow Holder harmless against liabilities, damages and costs incurred by Escrow Holder (including reasonable attorneys' fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Holder.

11. USURY

Escrow Holder is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

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12. AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendment to the escrow instructions must be in writing, executed by all parties and accepted by Escrow Holder. Escrow Holder may, at its sole option, elect to accept and act upon oral instructions from the parties. If requested by Escrow Holder the parties agree to confirm said instructions in writing as soon as practicable. The escrow instructions as amended shall constitute the entire escrow agreement between the Escrow Holder and the parties hereto with respect to the subject matter of the escrow.

13. FIRE, HAZARD OR LIABILITY INSURANCE POLICIES

In all matters relating to fire, hazard or liability insurance, Escrow Holder may assume that each policy is in force and that the necessary premium has been paid. Escrow Holder is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Holder has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

14. COPIES OF DOCUMENTS; ELECTRONIC SIGNATURES; AUTHORIZATION TO RELEASE

Escrow Holder is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. Escrow Holder may agree to accept electronically signed documents from a platform or program approved by Escrow Holder. If requested by Escrow Holder, the originals of such documents and/or original signatures shall be delivered to Escrow Holder. Escrow Holder may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded MUST contain original signatures. Escrow Holder may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Delivery of documents by escrow to a real estate broker or agent who is so designated in the purchase agreement shall be deemed delivery to the principal.

15. EXECUTION IN COUNTERPART

The escrow instructions and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

16. TAX REPORTING, WITHHOLDING & DISCLOSURE

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Holder does not provide tax or legal advice and the parties agree to hold Escrow Holder harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. *WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW HOLDER IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW HOLDER AGREES IN WRITING.*

A. TAXPAYER IDENTIFICATION NUMBER REPORTING

Federal law requires Escrow Holder to report seller's social security number or tax identification number (both numbers are hereafter referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by Escrow Holder from certain persons or entities involved (directly or indirectly) in the transaction prior to closing.

Escrow cannot be closed nor any documents recorded until the information is provided and certified as to its accuracy to Escrow Holder. The parties agree to promptly obtain and provide such information as requested by Escrow Holder.

B. STATE WITHHOLDING & REPORTING

In accordance with Section 18662 of the Revenue and Taxation Code (R&TC), a buyer may be required to withhold an amount equal to 3 1/3% (.0333) of the sale price, or an optional gain on sale withholding amount certified by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the sellers.
2. A corporate seller that has no permanent place of business in California immediately after the transfer of title to the California property.

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The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following applies:

1. The sale price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000).
2. The seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation with a permanent place of business in California.
3. The seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following:

a. The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)).

b. The last use of the property being conveyed was by the transferor as the transferor's principal residence (within the meaning of IRC Section 121).

c. The California real property being conveyed is, or will be, exchanged for property of like kind (within the meaning of IRC Section 1031), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031.

d. The California real property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033.

e. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

Contact FTB: For additional information regarding California withholding or for the Alternative Withholding, contact the Franchise Tax Board at (toll free) 888-792-4900), by e-mail WSCS.GEN@ftb.ca.gov; or visit their website at www.ftb.ca.gov.

C. FEDERAL WITHHOLDING & REPORTING

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company; or a domestic corporation, partnership or limited liability company controlled by non-residents; or non-resident corporations, partnerships or limited liability companies.

D. TAXPAYER IDENTIFICATION DISCLOSURE

Federal and state laws require that certain forms include a party's TIN and that such forms or copies of the forms be provided to the other party and to the applicable governmental authorities. Parties to a real estate transaction involving seller-provided financing are required to furnish, disclose, and include the other party's TIN in their tax returns. Escrow Holder is authorized to release a party's TINs and copies of statutory forms to the other party and to the applicable governmental authorities in the foregoing circumstances. The parties agree to hold Escrow Holder harmless against any fees, costs, or judgments incurred and/or awarded because of the release of their TIN as authorized herein.

THIS COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE.
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EXHIBIT P

Common Driveway Design and Construction

1. Plans.

(a) Common Driveway Design Development Plans and DSA Review. Following the incorporation of the Common Access Point into the Bell Avenue Design Development Plans currently being prepared by the City pursuant to Section 4.4 of the Bell Agreement, County shall cause design development plans (the **"Common Driveway Design Development Plans"**) to be prepared. SOCCCD shall then submit the Common Driveway Design Development Plans to the DSA for its preliminary review, in order to expedite DSA's final review and approval of the Bell Avenue Construction Plans pursuant to Subsection (c) below. If the DSA requires changes in the Common Driveway Design Development Plans, then the Parties shall meet in good faith to discuss the DSA's required changes, which meeting may include the DSA if mutually agreed by the Parties. If the Parties are unable to cause the DSA to withdraw or modify the DSA's required changes to the mutual satisfaction of the Parties, then County shall cause its civil engineer to revise the Common Driveway Design Development Plans so as to address the DSA's changes.

(b) The Common Driveway Construction Plans. Following preliminary review of the Common Driveway Design Development Plans by the DSA, County shall employ qualified engineers, at its initial cost and expense to prepare all plans, specifications, document, and drawings necessary and required for the construction of the Common Driveway, in conformance with the Common Driveway Design Development Plans (collectively, the **"Common Driveway Construction Plans"**). The Common Driveway Construction Plans shall conform to all applicable federal, state, and local governmental laws, ordinances, rules, and regulations, including the Field Act and the DSA's rules and regulations (**"Governmental Requirements"**). County shall submit the Common Driveway Construction Plans to SOCCCD, and SOCCCD shall have thirty (30) days to approve or disapprove the same in its reasonable discretion. If SOCCCD disapproves the Common Driveway Construction Plans, then the Parties shall meet in good faith to resolve SOCCCD's issues. Failure of SOCCCD to give notice of approval or disapproval of the Common Driveway Construction Plans within the applicable time period set forth above shall be deemed approval. County shall pay all permit fees, inspection fees, connection fees, and other fees customarily charged by applicable governmental authorities, as may now exist or as may be charged in the future, arising out of or related to the planning, engineering or construction of the Common Driveway, subject to provisions for reimbursement set forth in Section 2.5.2.1.

(c) DSA Review. Following approval or deemed approval of the Common Driveway Construction Plans by SOCCCD, SOCCCD shall submit the Common Driveway Construction Plans to the DSA for review and approval for compliance with Governmental Requirements, in accordance with the DSA's rules and regulations. If DSA requires changes in the Common Driveway Construction Plans, then the Parties shall meet in good faith to discuss the DSA's required changes, which may include a meeting at the DSA's San Diego office if mutually agreed by the Parties. If the Parties are unable to cause the DSA to withdraw or modify the DSA's required changes, then the County shall cause its civil engineer to revise the Common Driveway Construction Plans so as to obtain the approval of the DSA.

SOCCCD shall then submit the revised The Common Driveway Construction Plans to the DSA for its final approval. Upon the final approval of the Common Driveway Construction Plans by the DSA, such plans shall be referred to herein as the **"Common Driveway Final Plans."**

2. Budget.

(a) Preliminary Budget. Following the approval or deemed approval the Common Driveway Design Development Plans pursuant to Section 1(a) above, County shall prepare a preliminary budget for the construction of the Common Driveway, in accordance with the Common Driveway Design Development Plans (the **"Preliminary Budget"**). County shall submit the Preliminary Budget to SOCCCD, and SOCCCD shall have thirty (30) days to approve or disapprove the same in its reasonable discretion. If SOCCCD disapproves the revised Preliminary Budget, then the Parties shall meet in good faith to resolve SOCCCD's objections. Failure of SOCCCD to give notice of approval or disapproval of the Preliminary Budget within the time period set forth above shall be deemed approval.

(b) Operating Budget. Following the final approval of the Common Driveway Final Plans by the DSA pursuant to Section 1(c) above, County shall prepare a final operating line item budget for the construction of Common Driveway in accordance with the Common Driveway Final Plans and the Preliminary Budget (the **"Operating Budget"**). The Operating Budget shall include a budget change allowance of ten percent (10%) for a Final Budget Change pursuant to Section 2(c) below (the **"Final Budget Change Allowance"**). Each Party shall be responsible for obtaining any applicable approvals of the Common Driveway Operating Budget from its governing body. No construction of the Common Driveway shall commence until any applicable approvals of the Operating Budget shall have been obtained from the governing bodies of the Parties, as necessary.

(c) Final Budget Change. If County becomes aware of the need for a change to the Operating Budget (a **"Final Budget Change"**), it shall immediately notify SOCCCD of the same and the reason for such Final Budget Change. If SOCCCD does not approve the change, the Parties shall meet in good faith to resolve SOCCCD's objections. The Parties shall meet as frequently as necessary in order to agree on the Final Budget Change, so that the construction of Common Driveway can continue without interruption. Without limiting the generality of the foregoing, County shall use the Final Budget Change Allowance if necessary so that construction of Common Driveway can continue without interruption while any necessary approvals of the Final Budget Change are obtained by the Parties from their respective governing bodies.

3. Construction. At such time as County is required to commence construction of Common Driveway hereunder, County shall employ a licensed contractor or contractors to construct and complete Common Driveway at the sole cost and expense of County (subject to the provisions of Section 2.5.2.1 of this Agreement). The Common Driveway construction project shall be let in accordance with the applicable sections of the California Public Contract and Labor Codes and in accordance with the applicable laws, rules, and regulations of all governmental authorities having jurisdiction over the Common Driveway.

County shall require in its bid package for the Common Driveway construction project that all bids include separate line items and unit costs. County shall provide SOCCCD with copies of the accepted bid and construction contract promptly upon the execution thereof. The Common Driveway shall be installed in strict compliance with the City and DSA approved Common Driveway Final Plans and this Agreement. All requirements of the applicable storm water pollution protection plans for the Common Driveway shall be implemented and maintained by County. In addition, County shall install and maintain construction fencing separating the construction area from non-construction activities.

(a) License. During the construction of the Common Driveway, upon written request of County, SOCCCD shall grant to City's contractor(s) a revocable license to use such portions of the Contiguous Parcel as County may reasonably require for the construction of Common Driveway or for the staging of construction equipment and materials. The location of the license area shall be subject to the mutual agreement of the Parties. County shall not interfere with any construction activities of SOCCCD on the Contiguous Parcel. If County's contractor(s) disturb any portion of the Contiguous Parcel, then County shall cause such portion of the SOCCCD Property to be restored to its condition prior to the commencement of construction.

(b) Insurance. County and/or its selected contractor and SOCCCD and/or its selected contractor (if SOCCCD is the Demolishing Party or elects to cure any County default by constructing Common Driveway pursuant to Section 5 below), shall obtain and continue in effect or cause to be obtained and continued in effect at all times insurance conforming with the requirements of Schedule AA-1 attached hereto. County's and SOCCCD's obligations to continue in effect (or cause to continue in effect) insurance pursuant to this Section 3(b) shall survive the termination of this Agreement for any reason.

(c) Notice of Completion; Project Close-Out. Upon satisfactory completion of the Common Driveway in accordance with the Common Driveway Final Plans, County shall file promptly with the County Recorder of the County of Orange a Notice of Completion pursuant to the provisions of California Civil Code Section 9204. County shall furnish to SOCCCD a duplicate copy of such Notice of Completion showing thereon the date of filing with the County Recorder. County shall be responsible for obtaining project close-out from the DSA, the Regional Water Quality Control Board and all other applicable governmental authorities. SOCCCD shall act as liaison in obtaining project close-out from the DSA, and shall assist in the selection of the required DSA certified inspector. SOCCCD shall provide County with the necessary supplementary condition language to the construction documents for the Common Driveway Extension in order to meet DSA inspection and certification requirements. In no event shall the Common Driveway Extension be opened for use until project close-out from the DSA has been obtained by City.

(d) Time for Completion of Construction. County shall commence construction of the Common Driveway within six (6) months after the completion of the construction of the Common Access Point by City (the **"Construction Commencement Deadline"**), and County shall have twelve (12) months after the Construction Commencement

Deadline to complete the construction of Common Driveway (the **"Construction Completion Deadline"**); provided that the Parties recognize that the Construction Completion Deadline is premised on the Parties being able to timely resolve disagreements as between themselves and the DSA, if any, with respect to obtaining final approvals for the various Common Driveway plans and budgets called for under this Agreement, and to that end the Parties agree to timely cooperate in good faith to resolve such issues. In the event that County is prevented from commencing or completing construction because of an event of Force Majeure (as defined below), then the time for County's performance shall be extended for the period of time equal to the duration of such event of Force Majeure which prevented County from commencing or completing construction, provided that County notifies SOCCCD in writing within thirty (30) days from the date upon which County became aware of such event of Force Majeure. **"Force Majeure"** shall mean any of the following events, to the extent that such events are beyond the control of County and its consultants and not due to an act or omission of County or its consultants: acts of God, war, unusually severe weather, casualty (fire, earthquake or other casualty, in each case only if causing material physical destruction or damage to the site of the Common Driveway), civil unrest (an epidemic, blockade, quarantine, rebellion, insurrection, act of terrorism, strike or lock-out, riot, act of sabotage, civil commotion, freight embargo, or lack of transportation), delays in obtaining required approvals from any governmental authorities, including but not limited to, the DSA, injunctions or litigation (a lawsuit that restrains, enjoins, challenges, or delays construction of Common Driveway which directly impairs the ability of County to perform), delays caused by the bankruptcy by County's contractor(s) or delays caused by the surety company that issued payment or performance bonds for the construction of the Common Driveway.

4. Right to Cure. If County fails to commence or complete the construction of Common Driveway on or before the applicable dates set forth herein, or otherwise fails to construct Common Driveway in accordance with its obligations under this Agreement, then SOCCCD may demand, by giving written notice to County, that County cure its breach. The written demand must identify the obligation that is breached and the steps that SOCCCD believes are required to cure the breach. If County fails to commence to cure the breach within thirty (30) days of receipt of the written notice and proceed diligently to completely cure the breach, then SOCCCD may cure the breach with contractors designated by SOCCCD, subject to the requirements of the surety company that issued payment or performance bonds for the construction of the Common Driveway. In such event, (a) SOCCCD shall be entitled to reimbursement for the costs it incurs in curing such breach in accordance with Section 2.5.2.1 of this Agreement; and (b) SOCCCD shall have an irrevocable license to enter the SOCCCD Exchange Parcel for the construction of Common Driveway or the staging of construction equipment and materials. County further acknowledges and agrees that its obligations in the immediately preceding sentence shall be specifically enforceable by SOCCCD.

SCHEDULE P-1

Insurance Requirements

For purposes of this Schedule P-1, "**Insuring Party**" shall refer to County and/or its selected contractor, and "**Other Party**" shall refer to SOCCCD. In addition, if SOCCCD elects to cure any County default by constructing the Common Driveway pursuant to Section 4) of this Exhibit P, then SOCCCD shall be the Insuring Party and County shall be the Other Party with respect to the work performed by SOCCCD.

A. Insuring Party is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.

B. Insuring Party and all subcontractors shall carry workers' compensation insurance, or provide through a program of self-insurance, for the protection of its employees during the progress of the work. The insurer and program of self-insurance, shall waive its rights of subrogation against Other Party, its officers, agents and employees and shall issue an endorsement. if applicable, to the policy evidencing same.

C. Insuring Party shall at all times carry, or provide through a program of self-insurance, on all operations hereunder, Commercial General Liability Insurance, Commercial Auto Liability Insurance and Builders' Risk Insurance. Said insurance coverage obtained by Insuring Party, excepting workers' compensation coverage, shall name Other Party, its Trustees, Officers, Agents and Employees for this Agreement, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by Other Party, as additional insureds on said policies.

C. Before Insuring Party performs any work at, or prepares or delivers materials to, the site of construction, Insuring Party shall furnish certificates of insurance evidencing the foregoing insurance coverages, as applicable (or provide evidence of self-insurance), and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days written notice to Other Party. Certificates of Insurance, including all endorsements required herein, necessary to satisfy the Other Party that the insurance provisions of this Schedule P-1 have been complied with and to keep such insurance coverage and the certificates therefor on deposit with the Other Party during the entire time that construction is underway. The Other Party reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy. In addition, the general contractor and all subcontractors performing work on behalf of Insuring Party pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for Insuring Party. The General Contractor and Subcontractors shall carry the limits and lines of insurance as indicated in the Coverage and Minimum Limits section.

F. Insuring Party shall maintain, or provide through a program of self-insurance, all of the foregoing insurance coverages in force until the work under this Agreement is fully completed and accepted by Other Party. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of Other Party by Insuring Party under

Section 2.5.2.1 or Section 2.5.2.2 of this Agreement, as applicable. Notwithstanding nor diminishing the obligations of Insuring Party with respect to the foregoing, Insuring Party shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance, or provide through a program of self-insurance in amounts not less than the amounts specified and issued by a company having a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

G. All self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a "0" by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the Other Party upon review of Insuring Party's current audited financial report. Insuring Party shall be responsible for reimbursement of any deductible to the insurer. Upon notice of any actual or alleged claim or loss arising out of any subcontractor's work hereunder, such subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Insuring Party and additional insureds.

H. The policy or policies of insurance, or self-insurance, as applicable, maintained by the Insuring Party shall provide the minimum limits and coverage as set forth below:

Coverage	**Minimum Limits**
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 limit per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence
Professional Liability Insurance	$2,000,000 per claims made or per occurrence $3,000,000 aggregate

I. The policy or policies of insurance maintained by the general contractors shall provide the minimum limits and coverage as set forth below:

Coverage	**Minimum Limits**
Commercial General Liability	$5,000,000 per occurrence
	$10,000,000 aggregate
Contractor's Pollution Liability	$1,000,000 per claims made or per occurrence $2,00,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$5,000,000 limit per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence

The policy or policies of insurance maintained by the subcontractors shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 limit per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

K. Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the Insuring Party (*i.e.*, the County or SOCCCD, as the case may be), its elected and appointed officials, officers, employees, agents and the Other Party, its trustees, officers, employees, agents as Additional Insureds.

2) A primary non-contributing endorsement evidencing that the general contractor's insurance is primary and any insurance or self-insurance maintained by the Insuring Party and the Other Party (*i.e.*, the County or SOCCCD, as the case may be) shall be excess and non-contributing.

3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO from CG2010 (ed. 11/85).

All insurance policies required hereunder shall waive all rights of subrogation against the Insuring Party (*i.e.*, the County or SOCCCD, as the case may be), its elected and appointed officials, officers, agents and employees and the Other Party (*i.e.*, the County or SOCCCD, as the case may be), its trustees, officers, employees, agents when acting within the scope of their appointment or employment.

The general contractor shall notify Insuring Party (*i.e.*, the County or SOCCCD, as the case may be) in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to the Other Party (*i.e.*, the County or SOCCCD, as the case may be). Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the Insuring Party may suspend or terminate the Contract.

If the general contractor's policy is a "claims made" policy, the general contractor shall agree to maintain coverage for three years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

EXHIBIT Q

SOCCCD-County Quitclaim Deed

(Doc. No. 11043621)

RECORDING REQUESTED BY: **AND WHEN RECORDED MAIL TO:** Chancellor South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692-3635 **Mail copy of Deed and Tax Statements to:** County of Orange 1770 North Broadway Santa Ana, California 92701-4017	
Exempt from Recording Fees Per Government Code Section 6103	

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471
FROM SOCCCD TO COUNTY / NON-LIFOC
(County-SOCCCD Land Exchange Agreement)

THIS QUITCLAIM DEED (this "**Deed**") is made this _____ day of _____ 20__, by the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, a California public agency (the "**SOCCCD**"), in favor of the **COUNTY OF ORANGE,** a political subdivision of the State of California (the "**County**").

RECITALS:

WHEREAS

A. The City of Tustin ("**City**") requested from the United States of America (hereinafter the "**Government**") conveyance of a portion of the former Marine Corps Air Station Tustin ("**MCAS Tustin**") which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L No. 101-510) ("**Base Closure Act**") and which is no longer required for military purposes;

B. The Government and City entered into that certain Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a

Portion of the Former Marine Corps Air Station Tustin, dated May 13, 2002 as amended by "Modification One (1)" dated April 10 2006, "Modification Two (2)" dated July 31, 2006 and "Modification Three (3)" dated December 19, 2011 **(**as so amended and modified, the **"Navy-City Conveyance Agreement")** which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the Government to City;

C. Pursuant to the Navy-City Conveyance Agreement, the Government conveyed a portion of the property comprising the Marine Corps Air Station, Tustin (the "**City Property**") by recordation of a deed or patent in the Official Records of the County Recorder of Orange County, California (the "**Official Records**") on May 13, 2002 as Instrument No. 20020404595 (hereinafter the "**2002 Quitclaim Deed**");

D. Pursuant to California Civil Code § 1471 and a Finding of Suitability to Transfer ("**FOST**"), the Government determined that it is reasonably necessary to impose certain restrictions on the use of the City Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the City Property described hereinafter with particularity;

E. SOCCCD and City entered into that certain Agreement between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus, dated April 22, 2004, and that certain Amendment No. 1 thereto dated April 28, 2012 and Amendment No. 2 thereto dated June 26, 2012 (as so amended, the **"City-SOCCCD Conveyance Agreement**") setting forth the terms and conditions of the conveyance of a portion of the City Property (the "**SOCCCD Property**") from City to SOCCCD;

F. Pursuant to the City-SOCCCD Conveyance Agreement, the City conveyed the SOCCCD Property to SOCCCD by that certain Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 recorded in the Official Records on April 29, 2004, as Instrument No. 2004000369376 (hereinafter the "**2004 Quitclaim Deed**");

G. SOCCCD and County have entered into that certain Agreement for the Exchange of Real Property dated February 7, 2012 (the "**County-SOCCCD Exchange Agreement**"). Pursuant to the Exchange Agreement, SOCCCD desires to convey a portion of the SOCCCD Property to County in exchange for certain real property in MCAS Tustin to which County is entitled;

H. The real property more particularly described on Schedule "2" attached hereto, is owned by SOCCCD and is hereinafter sometimes called the "**Benefited Property**."

NOW THEREFORE, **SOCCCD** and **County** do the following:

1. **QUITCLAIM**. SOCCCD, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and forever quitclaim to County, all of SOCCCD's right, title and interest in and to:

1.1 that certain real property (hereinafter "**SOCCCD Exchange Property**"), as more particularly described in Schedule "1" attached hereto and incorporated herein by this reference.

1.2 **TOGETHER WITH: [NOTE: There is no reason to include the following language of Section 1. Under California law, the utility systems are improvements to real property and will be included in the conveyance by a quitclaim deed without mentioning them. We do not know why the utility systems in the initial transaction were transferred by a bill of sale. We include the following language to make clear that we understand the utility systems will be conveyed, but the language can be stricken.]** including the following:

1.2.1 All improvements on the SOCCCD Exchange Property, including electrical, gas, telephone and cable television systems, including distribution lines, pad mounted and overhead distribution poles and/or transformers, and all conduits and duct banks from outlet or master meters or connection points to end usage points; all City owned water, sewer, and storm drain systems (does not include culvert ditches), including distribution lines and pipelines from outlet or master meters or connection points currently owned by SOCCCD to end usage points ("**Systems**").

1.2.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto.

2. **CONDITIONS**. The foregoing quitclaim of the SOCCCD Exchange Property shall be subject to the following notices, covenants, restrictions and conditions, which shall run with the land and be binding upon and enforceable as equitable servitudes against County, its successors and assigns, in perpetuity:

2.1 Certain Restrictions: County covenants, agrees and declares that all of its interest in the SOCCCD Exchange Property, as the same may from time to time appear, shall be held and conveyed subject to the following covenants and restrictions, which shall run with the SOCCCD Exchange Property or any portion thereof until released and shall be binding upon all parties having or acquiring any right or title in the SOCCCD Exchange Property or any part thereof, and which are hereby declared to be for the benefit of the Benefited Property:

2.1.1 Required Uses. The SOCCCD Exchange Property shall be planned, maintained, developed and used in perpetuity for no purposes other than a Law Enforcement Training Center, an animal care center or similar public and governmental purposes, or a County governmental office.

2.1.2 General Restrictions. All operations on, and everything done, installed, or constructed on, the SOCCCD Exchange Property shall comply with all

applicable governmental requirements, unless waived by the relevant enforcing government entity, and this Deed. County shall cause all tenants, licensees and/or permittees that County may permit to occupy the SOCCCD Exchange Property to conduct their activities in compliance with all applicable governmental requirements, unless waived by the relevant enforcing government entity, and this Deed.

2.2 No Waiver. The failure of SOCCCD to insist in any one or more instances upon complete performance of the conditions, or any other terms and covenants of this Deed, shall not be construed as a waiver of SOCCCD's right to future performance of any such conditions, terms or covenants, and County's obligations with respect to such future performance shall continue its full force and effect.

2.3 Matters of Record. County accepts conveyance of the SOCCCD Exchange Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record, including the notices, covenants, restrictions and conditions set forth in the 2002 Quitclaim Deed and the 2004 Quitclaim Deed.

3. ENVIRONMENTAL MATTERS.

3.1 No Warranties. County hereby acknowledges that SOCCCD makes no warranties regarding the environmental conditions on the SOCCCD Exchange Property; SOCCCD has no knowledge regarding the accuracy or adequacy of the Government's remediation of the City Property as provided in the 2002 Quitclaim Deed, and SOCCCD has taken no steps to abate any such conditions.

3.2 Disclosures. The 2002 Quitclaim Deed and the 2004 Quitclaim Deed contain certain disclosures regarding environmental matters. County hereby acknowledges that it has reviewed and is familiar with the disclosures in the 2002 Quitclaim Deed and the 2004 Quitclaim Deed.

3.3 Obligations. The 2002 Quitclaim Deed imposes certain responsibilities on the City, which responsibilities SOCCCD assumed to the extent applicable to the SOCCCD Property pursuant to the 2004 Quitclaim Deed. To the extent applicable to the SOCCCD Exchange Property conveyed hereby, by acceptance of this Deed, County hereby acknowledges and assumes all responsibilities placed upon SOCCCD under the terms of the 2004 Quitclaim Deed.

4. "AS IS, WHERE IS, WITH ALL FAULTS". As set forth in the County-SOCCCD Exchange Agreement, County acknowledges that it has examined the SOCCCD Exchange Property and County further acknowledges that it is acquiring the SOCCCD Exchange Property from the SOCCCD in an "AS IS, WHERE IS, WITH ALL FAULTS" condition, in its present state and condition and with all faults, which provisions shall survive the close of escrow related to this transaction and do not merge with this Deed.

5. NONDISCRIMINATION. County herein covenants by and for itself its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account

of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall County itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

6. BINDING EFFECT. The terms of this Deed are hereby agreed and declared by County and SOCCCD to be covenants running with the land for the benefit of the Benefited Property and enforceable as restrictions and equitable servitudes against the SOCCCD Exchange Property, and are hereby declared to be and shall be binding upon the SOCCCD Exchange Property and County and the successors and assigns of County owning all or any portion of the SOCCCD Exchange Property.

7. NOTICES. All notices, consents, demands, requests and other communications a party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set for 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 mailed as provided in this Section:

If to County:	Chancellor South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692
With a copy (which shall not constitute notice) to:	South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 Attention: Vice Chancellor of Business Operations
And to:	Andrew P. Bernstein, Esq. Jackson DeMarco Tidus & Peckenpaugh 2030 Main Street, 12th Floor Irvine, California 92614
If to SOCCCD:	County of Orange 1770 North Broadway Santa Ana, California 92701-4017 Attn: Steve Franks, Dir. OC Community Resources
With a copy (which shall not constitute notice) to:	Office of the County Counsel County of Orange 333 West Santa Ana Boulevard 4th Floor Santa Ana, California 92702 Attn: Thomas (Mat) Miller

Signatures on following page.

IN WITNESS WHEREOF, SOCCCD has caused its name to be signed to this Deed on the day first above written.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT,
a California public agency

By: _____
Gary Poertner, Chancellor

Dated: _____

ACKNOWLEDGEMENT OF COUNTY'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Deed and receipt of the documents described herein, County has executed this document on the date written below.

DATED:_____

COUNTY OF ORANGE,
a political subdivision of the State of California

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Resolution 79-1535

By:_____

Name:_____

Title:_____

Attest:_____

Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO LEGAL FORM

By:_____

Name:_____
Title: Supervising Deputy County Counsel

EXHIBIT A

Legal Description of SOCCCD Exchange Property

[INSERT LEGAL DESCRIPTION HERE]

EXCEPTING THEREFROM, however, the following, as reserved in the 2004 Quitclaim Deed:

1. Any and all oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing, that may be within or under the SOCCCD Exchange Property together with the perpetual right of drilling, mining, exploring for and storing in and removing the same from the SOCCCD Exchange Property or any other land, including the right to whipstock or directionally drill and mine from lands other than the SOCCCD Exchange Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the SOCCCD Exchange Property and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such well or mines; but without, however, the right to drill, mine, store, explore or operate through the surface of the SOCCCD Exchange Property.

2. Any and all water, water rights or interests therein appurtenant or relating to the SOCCCD Exchange Property or owned or used by CITY in connection with or with respect to the SOCCCD Exchange Property (no matter how acquired by CITY), whether such water rights shall be riparian, overlying, appropriative, littoral, percolating, prescriptive, adjudicated, statutory or contractual, together with the perpetual right and power to explore, drill, redrill and remove the same from or in the SOCCCD Exchange Property, to store the same beneath the surface of the SOCCCD Exchange Property and to divert or otherwise utilize such water, rights or interests on any other property owned or leased by CITY; but without, however, any right to enter upon or use the surface of the SOCCCD Exchange Property in the exercise of such rights.

3. A permanent easement to access, use, install, maintain, operate, construct, replace, and repair the Systems on, in, over and under the SOCCCD Exchange Property: CITY and SOCCCD have not been able to prepare maps or drawings describing the location and extent of the Systems prior to the execution of this Deed, therefore, the exact location of this easement right is unknown, but shall be coterminous with the actual location of the Systems as determined by the CITY in the future and shall extend to the minimum amount of space actually required to access, use, install, maintain, operate, replace, upgrade and repair existing Systems within the SOCCCD Exchange Property.

4. A permanent easement to access, use, install, maintain, operate, construct, replace, and repair new utility distribution systems as described in Exhibit "B" to the 2004 Quitclaim Deed.

5. A permanent non-exclusive easement in gross on, over, under or across the SOCCCD Exchange Property within 10 feet from all property lines bordering on and parallel to any public street or future public street as identified on the MCAS Tustin Specific Plan/Reuse Plan for the construction, installation, emplacement, operation and maintenance of the Systems and any new utility systems, without unreasonably interfering with County's reasonable use and enjoyment thereof.

EXHIBIT R

Notice of SOCCCD Property

(Doc. No. 1039799)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

City Manager
The City of Tustin
300 Centennial Way
Tustin, California 92780

Fee Exempt Per Government Code Section 6103

NOTICE OF CHANGE IN DEFINITION
OF
"SOCCCD PROPERTY"
PURSUANT TO
DEVELOPMENT AGREEMENT

THIS NOTICE OF CHANGE IN DEFINITION OF "SOCCCD PROPERTY" PURSUANT TO DEVELOPMENT AGREEMENT (this **"Notice"**) is executed on _____, 2016, by the **CITY OF TUSTIN, CALIFORNIA**, a municipal corporation (**"CITY")** and the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT,** a public agency (**"SOCCCD"**).

RECITALS

WHEREAS, City and SOCCCD entered into that certain "Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus" dated May 22, 2013, which was recorded on May 23, 2013 in the Official Records as Instrument No. 2013000312295 (the **"Original Development Agreement"**). The Original Development Agreement was amended by Amendment No. 1 thereto dated July 8, 2014, recorded in the Official Records as Instrument No. 2014000272537 and rerecorded on August 7, 2014 as Instrument No. 2014000318112. The Original Development Agreement as so amended is hereinafter called the "**Development Agreement**"); and

WHEREAS, Section 2.1.2 of the Original Development Agreement provides that upon the occurrence of certain events (the **"Trigger Events"**), the definition of the term "SOCCCD Property" in the Development Agreement shall be deemed to exclude the "SOCCCD-County Exchange Parcel" and to include the "County-SOCCCD Exchange Parcel" (as such terms are defined in the Development Agreement); and

WHEREAS, Section 17.1 of the Original Development Agreement similarly provides that upon the occurrence of the Trigger Events, the definition of the term "SOCCCD Property" in the Development Agreement shall be deemed to exclude the "SOCCCD-County Exchange Parcel" and to include the "County-SOCCCD Exchange Parcel"; and

WHEREAS, the Trigger Events have occurred; and

WHEREAS, City and SOCCCD desire to record this Notice to set forth the real property now covered by the Development Agreement and defined in the Development Agreement as the "SOCCCD Property";

DECLARATION

NOW THEREFORE, City and SOCCCD hereby declare as follows:

1. **Trigger Events.** The Trigger Events have occurred.

2. **Change in Definition**. The definition of "SOCCCD Property" is changed pursuant to Sections 2.1.2 and 17.1 of the Development Agreement.

3. **SOCCCD Property**. The property covered by the Development Agreement and defined in the Development Agreement as the "SOCCCD Property" is, from and after the date of recordation hereof, the real property more particularly described in Exhibit E to the Original Development Agreement.

4. **Property No Longer Covered by Development Agreement**. As a consequence of the Trigger Events, the real property described on Exhibit A attached hereto is, from and after the date of recordation hereof, no longer covered by the Development Agreement.

5. **Full Force and Effect**. All of the terms and provisions of the Development Agreement remain in full force and effect with respect to the real property described in Exhibit E to the Original Development Agreement.

6. **Counterparts.** This Notice may be executed in counterparts, each of which, after all the parties hereto have signed this Notice, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Signatures on following page.

IN WITNESS WHEREOF, City and SOCCCD have caused their respective names to be signed to this Notice on the day first above written.

CITY OF TUSTIN

By: _____
Name: Jeffrey C. Parker
Title: City Manager

Attest:

_____
Name:_____
Title: City Clerk

Approved as to Form:

_____
Name: David A. DeBerry, Esq.
Title: Deputy City Attorney

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Name: Debra L. Fitzsimons
Title: Vice Chancellor, Business Services

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 20___, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____
Signature

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 20___, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____
Signature

(Seal)

Exhibit A

Property No Longer Covered by Development Agreement

(SOCCCD Exchange Parcel—Fee Portion 1145460)
(SOCCCD Exchange Parcel—Sublease Portion 1145459)

EXHIBIT S

Navy-City Quitclaim Deed

(Doc. No. 1065465)

NOTE: THE FOLLOWING FORM NAVY-CITY QUITCLAIM DEED IS BASED UPON A PREVIOUSLY EXECUTED NAVY FORM DOCUMENT AND THE BEST CURRENT INFORMATION RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THE FINAL FINDING OF SUITABILITY TO TRANSFER (FOST) MAY NECESSITATE DIFFERENT OR ADDITIONAL NOTICES OR RESTRICTIONS THAT WILL BE INCORPORATED IN THE FINAL NAVY-CITY QUITCLAIM DEED. ADDITIONALLY, NEW DOD RULES PROMULGATED SINCE THE DATE OF THE LAST NAVY CONVEYANCE THAT GOVERN THE TRANSFER AND CONVEYANCE OF (I) BASE CLOSURE PROPERTY, AND (II) PROPERTY CONVEYED PURSUANT TO AN ECONOMIC DEVELOPMENT CONVEYANCE, MAY NECESSITATE MINOR CHANGES TO THE FORM LANGUAGE.

CITY OF TUSTIN OFFICIAL BUSINESS REQUEST DOCUMENT TO BE RECORDED AND TO BE EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 6103

Recording requested by and when recorded mail to:

Assistant City Manager
The City of Tustin
300 Centennial Way
Tustin, California 92780

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED __ AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471

THIS DEED is made this _____ day of _____ 20__, by the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy, (the **"GRANTOR"**) in favor of the **CITY OF TUSTIN, CALIFORNIA** the recognized local redevelopment authority for Marine Corps Air Station Tustin (the **"GRANTEE"**),

RECITALS:

WHEREAS

A. The GRANTEE has requested conveyance from the GRANTOR of a portion of the former Marine Corps Air Station Tustin, (**"MCAS Tustin"**) which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L. No. 101-510; **"Base Closure Act"**) and which is no longer required for military purposes; and

B. The GRANTOR is authorized to convey property at MCAS Tustin to the GRANTEE pursuant to the Base Closure Act; and

C. The GRANTOR has completed remedial actions on the property at MCAS Tustin to be conveyed to GRANTEE that are necessary to provide the covenant required

by the Comprehensive Environmental Response, Compensation and Liability Act (**"CERCLA"**) 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I); and

D. The GRANTOR has found and determined that the property at MCAS Tustin to be conveyed to GRANTEE is suitable for transfer pursuant to Finding of Suitability for Transfer (**"FOST"**) dated _____, 20__; and

E. The GRANTOR and the GRANTEE have entered into the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin dated May 13, 2002, as amended by "Modification One (1)" dated _____, 2006, "Modification Two (2)" dated _____, 2006 and "Modification Three (3)" dated _____, 2011 **(**as so amended and modified, the **"Agreement")**, which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the GRANTOR to the GRANTEE; and

F. Pursuant to California Civil Code §1471, GRANTOR has determined that it is reasonably necessary to impose certain restrictions on the use of the Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the Property described hereinafter with particularity.

NOW THEREFORE, the GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 10 acres, more or less (hereinafter **"Property"**), as more particularly described in Exhibit "A."

1. TOGETHER WITH:

1.1 All buildings, facilities, roadways, rail lines, and other infrastructure, including the entire MCAS Tustin storm drainage systems, sewer systems, and the electrical, natural gas, telephone, and water utility distribution systems located thereon, and any other improvements on the Property,

1.2 All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto,

1.3 All rights to minerals, gas, oil, and water.

2. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity:

2.1 The GRANTEE agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

2.2 A FOST has been completed and an Environmental Baseline Survey **("EBS")** report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. GRANTEE acknowledges that it has received copies of the EBS and the FOST and that all documents referenced therein have been made available to GRANTEE for inspection and copying.

2.3 Except as otherwise provided herein, or as otherwise provided by law, the GRANTEE acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed "as is" and "where is" without any representation, promise, agreement, or warranty on the part of the GRANTOR regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions. Except for the environmental remediation which may be required to be undertaken by GRANTOR pursuant to paragraph 2.6 below, the GRANTEE further acknowledges that the GRANTOR shall not be liable for any latent or patent defects in the Property except to the extent required by applicable law.

2.4 **Asbestos Containing Material**

2.4.1 GRANTEE is hereby informed and does hereby acknowledge that hazardous materials in the form of asbestos or asbestos-containing materials **("ACM")** have been found and are otherwise presumed to exist in Buildings/Structures ____, and ____ on the Property. The EBS and FOST disclose the presence of known asbestos or ACM hazards in such buildings and structures on the Property.

2.4.2 GRANTEE covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos or ACM hazards prior to abatement of such hazards. In connection with its use and occupancy of the Property, including, but not limited to, demolition of buildings and structures containing asbestos or ACM, it will comply with all applicable federal, state and local laws relating to asbestos and ACM.

2.4.3 ACM surveys have not been conducted for Buildings/Structures, _____ and _____ on Parcel _____. GRANTEE shall prohibit occupancy and use of those buildings and structures and portions thereof until ACM surveys have been conducted by GRANTEE or its successors and assigns, and any necessary abatement required under applicable federal, state and local laws relating to asbestos and ACM has been completed by GRANTEE or its successors and assigns.

2.4.4 The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing ACM has been completed and the appropriate government regulatory agency(ies) have confirmed in writing to the GRANTEE that ACM has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This notice of release shall be deemed to remove all notices and restrictions relating to ACM from the Property.

The GRANTOR shall have no obligation under this subparagraph for the demolition of buildings or the removal of ACM or soil remediation related to such demolition or removal action.

2.5 **Lead Based Paint (LBP).**

2.5.1 The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. Buildings _____ and ____ are restricted from residential use and children are not allowed to occupy the buildings. When these buildings are demolished, Grantee or its successors and assigns, will be required to demolish the buildings in accordance with applicable laws and conduct post-demolition sampling and abatement of any soil-lead hazards related to the demolition prior to occupation of any newly constructed buildings. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Pursuant to 40 CFR Section 745.113 the following notice is provided; "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

2.5.2 The GRANTEE hereby acknowledges the required disclosure of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978 in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X). The GRANTEE acknowledges the receipt of available records and reports pertaining to LBP and/or LBP hazards and receipt of the Environmental Protection Agency (EPA) approved pamphlet "Protect Your Family from Lead in Your Home" (EPA 747¬K-94-001). Furthermore, the GRANTEE acknowledges that it has read and understood the EPA pamphlet.

2.5.3 The GRANTEE covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X before use of such improvements as a residential dwelling (as defined in Title X). Further, the GRANTEE covenants and agrees that LBP hazards in target housing will be abated in accordance with Title X before use and occupancy as a residential dwelling. **"Target housing"** means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

2.5.4 The GRANTEE covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable federal, state, and local

laws relating to LBP. The GRANTEE acknowledges that the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, arising after the conveyance of the Property from the GRANTOR to the GRANTEE, whether the GRANTEE has properly warned, or failed to properly warn, the persons injured.

2.5.5 The GRANTOR shall provide a notice of release, in recordable form, to the GRANTEE at such time as demolition of the buildings on the Property containing LBP has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE that LBP has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This Notice of Release shall be deemed to remove all notices and restrictions relating to LBP from the Property. The GRANTOR shall have no obligation under this subparagraph for the demolition of buildings or the removal of LBP or soil remediation related to such demolition or removal action.

2.6 **Notices And Covenants:**

2.6.1 **Notices: Hazardous Substance. Notification.** Pursuant to 42 U.S.C. §9620(h)(3)(A), and the provisions of 40 C.F.R. part 373, the Grantor hereby gives notice that hazardous substances were stored for one year or more, released or disposed of on the Property. The information contained in this notice is required by regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (**"CERCLA"** or **"Superfund"**), 42 U.S.C. §9620(h). The Grantor has made a complete search of its files and records concerning the Property. Based on that search, the type and quantity of such hazardous substances, the time at which such storage, release or disposal took place, to the extent such information is available, and a description of the remedial action taken, if any, is contained in Exhibit "B."

2.6.2 **Grant of Covenant [CERCLA 42 U.S.C. Section 9620 (h)(3)(AXii)(I)].** The GRANTOR covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.

2.6.3 **Additional Remediation Obligation [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(II)].** The GRANTOR covenants and warrants that GRANTOR shall conduct any additional remedial action found to be necessary after the date of transfer for any hazardous substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that the GRANTEE caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.

2.6.4 **Access [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(lii)].** In connection with GRANTORs covenant in 2.6.3 above and in connection with ongoing remediation on GRANTOR's property adjacent to the Property, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running -with the land, that-GRANTOR, or its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to GRANTEE, to enter upon the Property in any case in which a response or corrective action is found to be necessary at such property after the date of this deed, or such access is necessary to carry out a response action or corrective action on adjoining property. Neither GRANTEE, nor its successors and assigns, shall have any claim on account of such entries against the United States or any of its officers, agents, employees, contractors or subcontractors. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells, treatment facilities, and the installation of, associated utilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, the GRANTOR (1) shall give the GRANTEE reasonable notice of any action to be taken related to such remedial or corrective actions on the Property, and (2) make reasonable efforts to minimize interference with the on-going use of the Property. Furthermore, the GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between the necessary environmental investigation and remediation activities and the GRANTEE's use of the Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by GRANTOR will, to the maximum extent practical, be coordinated with representatives designated by the GRANTEE.

In connection with GRAN'TOR's remedial actions described above, GRANTEE agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

2.7 **Environmental Restriction.**

2.7.1 The following environmental covenants, conditions, and restrictions (hereinafter **"environmental restrictions"**) regarding the use of the Property have been determined by the GRANTOR to be reasonably necessary to protect present or future human health or safety or the environment as provided by CERCLA and California Civil Code Section 1471. The environmental restrictions made and accepted herein by GRANTEE shall be for the benefit of and enforceable by the GRANTOR herein as provided under Civil Code Section 1471 and applicable Federal statutes and regulations, shall run with the land, and shall be binding on the GRANTEE, its successors and assigns. GRANTOR has installed monitoring and pumping wells, together with associated monitoring and other equipment on the Property. The approximate location of those wells and associated equipment is shown on Exhibit "C." GRANTEE, its successors and assigns, shall not alter, disturb or remove said wells or equipment without the prior written approval of GRANTOR, United States Environmental Protection

Agency, California Department of Toxic Substance Control, and Regional Water Quality Board, Santa Ana Region (collectively **"Cognizant Regulatory Agencies"**).

2.7.2 These environmental restrictions may be released at such time as the GRANTOR and the Cognizant Regulatory Agencies have determined that the restricted Property is protective of present or future human health or safety of the environment for the use that was formerly prohibited. Upon receipt of such written confirmation, the GRANTOR shall deliver to the GRANTEE in recordable form, a release (the **"Release"**) relating specifically to the environmental use restrictions set forth in this deed. The execution of the Release by the GRANTOR shall remove all notices and restrictions relating to the remedy addressed by the restrictions from the title to the Property.

2.8 **Indemnification Regarding Transferees.** The GRANTOR hereby recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102¬484), as amended, regarding indemnification of transferees of closing Department of Defense property.

2.9 **Non-Discrimination.** GRANTEE covenants for itself its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

3. NO HAZARD TO AIR NAVIGATION: GRANTEE covenants for itself, its successors and assigns, that in connection with any construction or alteration on the Property, it will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

4. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth herein are a binding servitude on the Property, shall inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code sections 1462 and 1471 and other applicable authority.

5. EASEMENTS:

5.1 GRANTOR, for itself and for its successors and assigns, hereby reserves an assignable non-exclusive Easement for ingress and egress on, over, or across

_____ as it is located on _____ **("Roadway")** as of the date of this conveyance for use by GRANTOR's employees, contractors, delivery services, vendors, maintenance personnel and ancillary service providers for purposes of access to the following properties which remain in the ownership of the GRANTOR as of the effective date of this Deed (**"Remaining Lands"**): Disposal Sites __ and ___ identified in "MCAS Tustin Specific Plan/Reuse Plan" adopted February 3, 2003, as subsequently amended (as amended, the **"Reuse Plan"**).

5.2 The rights of the GRANTOR and its successors and assigns, under this Easement include an assignable right to install, maintain, operate, replace and repair new utility distribution systems not owned by utility service providers across Parcel _____ to the following Remaining Lands: Disposal Sites __ and __ identified in the Reuse Plan.

5.3 To the extent one or more of the Roadway(s) described above are abandoned or otherwise cease to provide access to the Remaining Lands after the date of this conveyance, and said access continues to be required, said Easement shall be on, across, and over such other improved or unimproved roads provided by the GRANTEE, or its successor and assigns, that provide equivalent access to the Remaining Lands. In the event GRANTOR determines that access to the Remaining Lands is no longer required by GRANTOR, or is available on, across, and over other public road(s) open to public use for which access is not restricted or controlled for all members of the public, said Easement shall automatically terminate.

6. NOTICES: Notices shall, be deemed sufficient under this Agreement if made in writing and submitted to the following addresses (or to any new or substitute address hereinafter specified, in a writing theretofore delivered in accordance with the notice procedure set forth herein by the intended recipient of such notice):

If to the City:

City of Tustin
300 Centennial Way
Tustin, California 92780
Attn: City Manager

Christine Shingleton
Assistant City Manager
City of Tustin
300 Centennial Way
Tustin, California 92780

With a copy to:

George R. Schlossberg, Esq.
Kutak Rock LLP
1101 Connecticut Avenue, N.W., Suite 1000
Washington, DC 20036

If to Government:

Commanding Officer
Southwest Division
Engineering Field Division

Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, CA 92123-5189

With a copy to: Navy BRAC Operations Office
Attention BCM Tustin
Southwest Division
Naval Facilities Engineering Command
1220 Pacific Highway
San Diego, CA 92123-5190

7. LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this Quitclaim Deed:

7.1 Exhibit "A" - Legal Descriptions and Plats of the Property.

7.2 Exhibit "B" - CERCLA Notice pertaining to Property.

7.3 Exhibit "C" - Location of Monitoring and. Pumping Wells.

[Signature Page Follows]

IN WITNESS WHEREOF, the GRANTOR has caused its name to be signed to these presents by an authorized Real. Estate Contracting Officer on the day first above written.

UNITED STATES OF AMERICA.
acting by and through the Department of the Navy,

By: _____
Name: _____
Title: _____

Dated: _____

ACKNOWLEDGEMENT OF GRANTEE'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Quitclaim Deed and receipt of the documents described herein, GRANTEE has executed this document on the date written below.

CITY OF TUSTIN

By: _____
Name: _____
City Manager

Dated: _____

Attest:

_____
Name: _____
City Clerk

Approved as to Form:

_____
Name: _____, Esq.
City Attorney

EXHIBIT T

Navy-City Bill of Sale

(Doc. No. 1065335)

NOTE: THE FOLLOWING FORM NAVY-CITY BILL OF SALE IS BASED UPON A PREVIOUSLY EXECUTED NAVY FORM DOCUMENT AND THE BEST CURRENT INFORMATION RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THE FINAL FINDING OF SUITABILITY TO TRANSFER (FOST) MAY NECESSITATE DIFFERENT OR ADDITIONAL NOTICES OR RESTRICTIONS THAT WILL BE INCORPORATED IN THE FINAL NAVY-CITY BILL OF SALE. ADDITIONALLY, NEW DOD RULES PROMULGATED SINCE THE DATE OF THE LAST NAVY CONVEYANCE THAT GOVERN THE TRANSFER AND CONVEYANCE OF (I) BASE CLOSURE PROPERTY, AND (II) PROPERTY CONVEYED PURSUANT TO AN ECONOMIC DEVELOPMENT CONVEYANCE, MAY NECESSITATE MINOR CHANGES TO THE FORM LANGUAGE.

BILL OF SALE
FOR TANGIBLE PERSONAL PROPERTY
LOCATED AT
THE FORMER MARINE CORPS AIR STATION, TUSTIN

This Bill of Sale is made by and between the United States of America, acting by and through the Department of the Navy, hereinafter referred to as the **"Government,"** for the benefit of the City of Tustin, the local redevelopment authority for Marine Corps Air Station Tustin, hereinafter referred to as the **"City."**

RECITALS

A. The Government is the owner of that certain real property, together with improvements and miscellaneous personal property thereon, generally described as Marine Corps Air Station Tustin **("MCAS Tustin"**). MCAS Tustin was closed pursuant to the Defense Base Closure and Realignment Act of 1990, as amended (the **"DBCRA"**), and the property was determined to be surplus to the needs of the United States.

B. Pursuant to the authority of section 2905(b)4 of the DBCRA and the implementing regulations of the Department of Defense (32 C.F.R. parts 174-176), the Secretary of the Navy is authorized to convey surplus property at a closing installation to the local redevelopment authority at no cost for economic development purposes. By application dated March 5, 1999, as subsequently amended, the City applied for a "No-Cost" Economic Development Conveyance **("EDC"**) for portions of MCAS Tustin (the **"EDC Application"**), to be used and developed in accordance with the Reuse Plan for MCAS Tustin that was reviewed and approved by the United States Department of Housing and Urban Development.

C. Following an extensive review of the EDC Application, the Government has approved the EDC Application in part. Government and City have entered into the Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin dated May 13, 2002, as amended by "Modification One (1)" dated _____, 2006, "Modification Two (2)" dated _____, 2006 and "Modification Three (3)" dated _____, 2011 **(**as so amended and modified, the **"Agreement")**. Pursuant to the Agreement, the Government is to transfer to the City, under this Bill of Sale, the tangible personal property described in Exhibit "A," attached hereto and made a part hereof (**"Personal Property"**).

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing recitals and other consideration set forth herein, it is mutually agreed as follows:

1. **Transfer.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Government hereby grants, releases, quitclaims and transfers title and ownership of the Personal Property as described in Exhibit "A," attached hereto and made a part hereof**.**

2. **No Warranty.** All property transferred under this Bill of Sale is conveyed without warranty of any kind. The property is delivered to the City "as is," "where is," and the Government makes no warranty as to its usability generally or as to its fitness for any particular purpose. This bill of sale shall be effective on the last date written below.

3. **Use of Proceeds.** The proceeds of the sale of any of the property transferred under this Bill of Sale shall be subject to the same restrictions and provisions for recoupment as are set forth in paragraph 11 of the above-said Agreement.

4. **Indemnification.** City shall at all times relieve, indemnify, protect, defend and hold harmless the United States of America, and all of its officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death or injury to persons or damage to property and for civil fines and penalties arising or growing out of, or in any manner connected with, the use, storage, maintenance, sale or lease of the Miscellaneous Personal Property and Systems except to the extent such death or injury to persons or damage to property is caused or created by activities of the Government its employees, agents, servants, guests, invitees and contractors related to the use, operation, maintenance, replacement, or repair of the Miscellaneous Personal Property or Systems.

[Signature Page Follows]

IN WITNESS WHEREOF, **the parties hereto have, on the respective dates set forth below, duly executed this contract.**

THE UNITED STATES OF AMERICA
Acting by and through the Department of the Navy

By:_____
Name: _____
Title: _____

Date: _____

CITY OF TUSTIN

By:_____
Name:_____
City Manager

Date: _____

Attest:

_____
Name: _____
City Clerk

Approved as to Form:

_____
Name: _____, Esq.
City Attorney

Exhibit A

MCAS Tustin

EXHIBIT U

City-SOCCCD Quitclaim Deed

(Doc. No. 1128397)

NOTE: THE FOLLOWING FORM CITY-SOCCCD QUITCLAIM DEED IS BASED UPON A PREVIOUSLY EXECUTED NAVY FORM DOCUMENT AND THE BEST CURRENT INFORMATION RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THE FINAL FINDING OF SUITABILITY TO TRANSFER (FOST) MAY NECESSITATE DIFFERENT OR ADDITIONAL NOTICES OR RESTRICTIONS THAT WILL BE INCORPORATED IN THE FINAL CITY-SOCCCD QUITCLAIM DEED. ADDITIONALLY, NEW DOD RULES PROMULGATED SINCE THE DATE OF THE LAST NAVY CONVEYANCE THAT GOVERN THE TRANSFER AND CONVEYANCE OF (I) BASE CLOSURE PROPERTY, AND (II) PROPERTY CONVEYED PURSUANT TO AN ECONOMIC DEVELOPMENT CONVEYANCE, MAY NECESSITATE MINOR CHANGES TO THE FORM LANGUAGE.

RECORDING REQUESTED BY: **AND WHEN RECORDED MAIL TO:** City Manager The City of Tustin 300 Centennial Way Tustin, California 92780 **Mail copy of Quitclaim Deed and Tax Statements to:** Vice Chancellor, Business Services South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, California 92692-3635	
Exempt from Recording Fees Per Government Code Section 6103	

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471 FROM CITY TO SOCCCD
County-SOCCCD Land Exchange Agreement

THIS DEED is made this _____ day of _____ 20__, by the **CITY OF TUSTIN, CALIFORNIA**, the recognized local redevelopment authority for Marine Corps Air Station Tustin (**"CITY")**, in favor of the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT** (**"SOCCCD"**).

RECITALS:

WHEREAS

A. CITY requested from the United States of America (hereinafter the **"Government"**) conveyance of a portion of the former Marine Corps Air Station Tustin, (**"MCAS Tustin"**) which was closed pursuant to and in accordance with the Defense

Base Closure and Realignment Act of 1990, as amended (Pub. L No. 101-510; **"Base Closure Act"**) and which is no longer required for military purposes;

B. The Government and CITY entered into that certain Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin, dated May 13, 2002 as amended by "Modification One (1)" dated April 10, 2006, "Modification Two (2)" dated July 31, 2006 and "Modification Three (3)" dated December 19, 2011 **(**as so amended and modified, the **"Navy-City Conveyance Agreement")** which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the Government to CITY;

C. Pursuant to the Agreement, the Government conveyed certain real property at the Marine Corps Air Station, Tustin **("City Property")** to CITY on the same day as this instrument was recorded;

D. Pursuant to California Civil Code § 1471 and a Finding of Suitability to Transfer **("FOST")**, the Government determined that it is reasonably necessary to impose certain restrictions on the use of the City Property to protect present and future human health or safety or the environment as a result of the presence of hazardous materials on portions of the City Property described hereinafter with particularity;

E. CITY and SOCCCD entered into that certain Agreement between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus, dated April 22, 2004, (the **"City-SOCCCD Conveyance Agreement"**) setting forth the terms and conditions of the conveyance of a portion of the City Property from CITY to SOCCCD;

F. Subsequently, CITY and SOCCCD entered into that certain Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus dated _____, 20__ and recorded in the Official Records of the County Recorder of Orange County, California on _____, 20__ as Instrument No. _____ (the **"Development Agreement"**), which, among other things, amends and restates the SOCCCD Agreement in its entirety;

G. SOCCCD and the County of Orange **("COUNTY")** have entered into that certain Agreement for the Exchange of Real Property dated February 7, 2012, which has been amended by Amendment No. 1 dated the 28th day of April, 2012 and by Amendment No. 2 dated June 26, 2012, and by Amendment No. 3 dated _____, 2013, (as so amended, the "**County-SOCCCD Land Exchange Agreement**");

H. Pursuant to the County-SOCCCD Land Exchange Agreement, COUNTY agreed to cause CITY to convey to SOCCCD certain real property (as described below)

to which COUNTY would have been entitled in exchange for the conveyance by SOCCCD to COUNTY of certain other real property; and

I. Accordingly, CITY has executed and delivered this Deed.

NOW THEREFORE, CITY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and forever quitclaim to SOCCCD, all of CITY's right, title and interest in and to that certain real property, comprising approximately ten (10) acres, more or less (hereinafter **"County Exchange Property"),** as more particularly described in Exhibit "A."

TOGETHER WITH all improvements on the County Exchange Property.

1. EXCEPTING THEREOUT AND THEREFROM, however, and reserving to CITY its successors and assigns, together with the right to grant and transfer all or a portion of the same, the following:

1.1 Any and all oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing, that may be within or under the County Exchange Property together with the perpetual right of drilling, mining, exploring for and storing in and removing the same from the County Exchange Property or any other land, including the right to whipstock or directionally drill and mine from lands other than the County Exchange Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the County Exchange Property and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such well or mines; but without, however, the right to drill, mine, store, explore or operate through the surface of the County Exchange Property.

1.2 Any and all water, water rights or interests therein appurtenant or relating to the County Exchange Property or owned or used by CITY in connection with or with respect to the County Exchange Property(no matter how acquired by CITY), whether such water rights shall be riparian, overlying, appropriative, littoral, percolating, prescriptive, adjudicated, statutory or contractual, together with the perpetual right and power to explore, drill, redrill and remove the same from or in the County Exchange Property, to store the same beneath the surface of the County Exchange Property and to divert or otherwise utilize such water, rights or interests on any other property owned or leased by CITY; but without, however, any right to enter upon or use the surface of the County Exchange Property in the exercise of such rights.

1.3 A permanent non-exclusive easement in gross on, over, under or across the County Exchange Property within 10 feet from all property lines bordering on and parallel to any public street or future public street as identified on the MCAS Tustin Specific Plan/Reuse Plan adopted February 3, 2003, as subsequently amended **(**as amended, the **"MCAS Tustin Specific Plan/Reuse Plan**") for the construction,

installation, emplacement, operation and maintenance of any new utility systems, without unreasonably interfering with SOCCCD's reasonable use and enjoyment thereof.

2. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall run with the land and be binding upon and enforceable as equitable servitudes against SOCCCD, its successors and assigns for such period of time as the Development Agreement prescribes:

2.1 Conditions:

2.1.1 Uses. The County Exchange Property shall be planned, developed, maintained and used solely for the purposes prescribed in the Development Agreement.

2.1.2 Effective Standards. The County Exchange Property shall be planned, developed and maintained in accordance with the Effective Standards as defined in the Development Agreement.

2.1.3 Major Improvements. SOCCCD shall not construct or make or permit the construction or making of any Major Improvements (as defined in the Development Agreement) on the County Exchange Property without complying with the provisions of the Development Agreement concerning CITY'S rights (a) to grant or deny "Development Approvals" and (b) to undertake courtesy review of the "DSA Plans" (as both such terms are defined in the Development Agreement).

2.2 Restrictions on Transfers:

2.2.1 Permitted Transfers. SOCCCD shall not effect, or agree to effect, any transfer, sale, assignment, gift or other conveyance of all or any portion of the County Exchange Property or any improvements thereon or any interest therein, whether voluntarily, involuntarily or by operation of law or otherwise except as provided in the Development Agreement.

2.2.2 Remedies For Improper Transfers. In the event of a Transfer in violation of this Section 2.2, CITY shall have all remedies available to it as provided in the Development Agreement, including the right to exercise the Right of Reverter contained in Article 13 of the Development Agreement.

2.2.3 Termination of Restrictions. The provisions of this Section 2.2 shall expire and be of no further force or effect on **April 29, 2034** (the **"Termination Date"**).

2.3 Covenants: The Development Agreement includes certain additional covenants by SOCCCD in favor of CITY. SOCCCD, by acceptance hereof, reaffirms its obligation to comply with such covenants, including, but not limited to, the following: Section 7 concerning City regulation, Section 12 concerning unauthorized transfers, the Release contained in Section 16.3.3, Section 11 concerning non-discrimination and maintenance of the City Exchange Property, and Section 21.14 concerning estoppel certificates.

2.4 Enforcement of Covenants, Conditions, and Restrictions: SOCCCD, its successors and assigns, shall reimburse CITY for all damages, claims, or liability whatsoever that CITY sustains as a result of a breach by SOCCCD of any of the conditions or any other terms and covenants of this Deed, including all costs and expense (including reasonable attorney's fees and court costs) related to, or arising from CITY's enforcement or restraint of a breach by SOCCCD of any of the conditions or any other terms and covenants of this Deed.

2.5 Encumbrances. SOCCCD agrees to accept conveyance of the County Exchange Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances of record.

2.6 Government Deed. The quitclaim deed from the Government conveying the City Property to CITY (the **"Government Deed"**) was recorded prior to the recordation of this Deed. In its transfer of the City Property to CITY, the Government identified certain building(s) or portions of building(s) as being located on the County Exchange Property. CITY has no knowledge regarding the accuracy of such information. Additionally, in its transfer of the City Property to CITY, the Government identified certain building(s) or portions of building(s) as having, presumed to have, or requiring surveys for, friable and non-friable asbestos containing materials and lead based paint, and the presence of certain contaminants and hazardous materials. CITY has no knowledge regarding the accuracy of such information, and CITY makes no warranties regarding the condition of the building(s) on the County Exchange Property.

CITY makes no warranties regarding the environmental conditions on the County Exchange Property; CITY has no knowledge regarding the accuracy or adequacy of the Government's remediation of the City Property as provided in the deed conveying the City Property to CITY, and CITY has taken no steps to abate any such conditions.

The italicized information below is copied verbatim (except as discussed below) from the Government deed conveying the City Property to CITY. To the extent applicable to the County Exchange Property conveyed hereunder, by acceptance of this Deed SOCCCD hereby acknowledges and assumes all responsibilities placed upon CITY, under the terms of the aforesaid Government deed to CITY. Within the italicized information only, the term "GRANTOR" shall mean the Government, and the term "GRANTEE" shall mean CITY; to avoid confusion, the words "Government" have been added in parenthesis after the word "GRANTOR", and "CITY" has been added in parenthesis after the word "GRANTEE". **[NOTE: The language below will be revised to conform to the Government Deed to be recorded conveying the County Exchange Property to CITY.]**

2.2 A FOST has been completed and an Environmental Baseline Survey ("EBS") report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. GRANTEE ("CITY") acknowledges that it has received copies of the EBS and the FOST and that all documents referenced therein have been made available to GRANTEE ("CITY") for, inspection and copying.

2.3 Except as otherwise provided herein, or as otherwise provided by law, the GRANTEE ("CITY") acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed "as is" and "where is" without any representation, promise, agreement, or warranty on the part of the GRANTOR ("the Government") regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions. Except for the environmental remediation which may be required to be undertaken by GRANTOR ("the Government") pursuant to paragraph. 2.6 below, the GRANTEE ("CITY") further acknowledges that the GRANTOR ("the Government") shall not be liable for any latent or patent defects in the Property except to the extent required by applicable law.

2.4 ***Asbestos Containing Material.***

2.4.1 GRANTEE ("CITY") is hereby informed and does hereby acknowledge that hazardous materials in' the form of asbestos or asbestos-containing materials ("ACM") have been found and are otherwise presumed to exist in Buildings/Structures ___, and ____ on the Property. The EBS and FOST disclose the presence of known asbestos or ACM hazards in such buildings and structures on the Property.

2.4.2 GRANTEE ("CITY") covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof containing known asbestos or ACM hazards prior to abatement of such hazards. In connection with its use and occupancy of the Property, including, but not limited to, demolition of buildings and structures containing asbestos or ACM, it will comply with all applicable federal, state and local laws relating to asbestos and ACM.

2.4.3 ACM surveys have not been conducted for Buildings/Structures, _____ on Parcel _____ on Parcel I-E-2; and _____ on Parcel_____. GRANTEE ("CITY") shall prohibit occupancy and use of those buildings and structures and portions thereof until ACM surveys have been conducted by GRANTEE ("CITY") or its successors and assigns, and any necessary abatement required under applicable federal, state and local laws relating to asbestos and ACM has been completed by GRANTEE ("CITY") or its successors and assigns.

2.4.4 The GRANTOR ("the Government") shall provide a notice of release, in recordable form, to the GRANTEE ("CITY") at such time as demolition of the buildings on the Property containing ACM has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE ("CITY") that ACM has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This notice of release shall be deemed to remove all notices and restrictions relating to ACM from the Property. The GRANTOR ("the Government") shall have no obligation under this subparagraph for the demolition of buildings or the removal of ACM or soil remediation related to such demolition or removal action.

2.5 ***Lead Based Paint (LBP).***

2.5.1 The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. Buildings _____ are restricted from residential use and children are not allowed to occupy the buildings. When these buildings are demolished, Grantee ("CITY") or its successors and assigns, will be required to demolish the buildings in accordance with applicable laws and conduct post-demolition sampling and abatement of any soil-lead hazards related to the demolition prior to occupation of any newly constructed buildings. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Pursuant to 40 CFR Section 745.113 the following notice is provided; "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

2.5.2 The GRANTEE ("CITY") hereby acknowledges the required disclosure of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978 in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X). The GRANTEE ("CITY") acknowledges the receipt of available records and reports pertaining to LBP and/or LBP hazards and receipt of the Environmental Protection Agency (EPA) approved pamphlet "Protect Your Family from Lead in Your Home" (EPA 747-K-94-001). Furthermore, the GRANTEE ("CITY") acknowledges that it has read and understood the EPA pamphlet.

2.5.3 The GRANTEE ("CITY") covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X before use of such improvements as a residential dwelling (as defined in Title X). Further, the GRANTEE ("CITY") covenants and agrees that LBP hazards in target housing will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

2.5.4 The GRANTEE ("CITY") covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable federal, state, and local laws relating to LBP. The GRANTEE ("CITY") acknowledges that the GRANTOR ("the Government") assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE ("CITY"), or to any other person, including

members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, arising after the conveyance of the Property from the GRANTOR ("the Government") to the GRANTEE ("CITY"), whether the GRANTEE ("CITY") has properly warned, or failed to properly warn, the persons injured.

2.5.5 The GRANTOR ("the Government") shall provide a notice of release, in recordable form, to the GRANTEE ("CITY") at such time as demolition of the buildings on the Property containing LBP has been completed and the appropriate government regulatory agency(s) have confirmed in writing to the GRANTEE ("CITY") that LBP has been removed from the buildings and any necessary soil remediation has been conducted in accordance with all applicable federal, state, and local laws and regulations. This Notice of Release shall be deemed to remove all notices and restrictions relating to LBP from the Property. The GRANTOR ("the Government") shall have no obligation under this subparagraph for the demolition of buildings or the removal of LBP or soil remediation related to such demolition or removal action.

2.6 ***Notices And Covenants.***

2.6.1 ***Notices: Hazardous Substance Notification****. Pursuant to 42 U.S.C. § 9620(h)(3)(A), and the provisions of 40 C.F.R. part 373, the GRANTOR ("the Government") hereby gives notice that hazardous substances were stored for one year or more, released or disposed of on the Property. The information contained in this notice is required by regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S. C. § 9620(h). The GRANTOR has made a complete search of its files and records concerning the Property. Based on that search, the type and quantity of such hazardous substances, the time at which such storage, release or disposal took place, to the extent such information is available, and a description of the remedial action taken, if any, is contained in Exhibit "B."*

2.6.2 ***Grant of Covenant [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(I)].*** *The GRANTOR ("the Government") covenants and warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of transfer.*

2.6.3 ***Additional Remediation Obligation [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(ii)(11)].*** *The GRANTOR ("the Government") covenants and warrants. that GRANTOR ("the Government") shall conduct any additional remedial action found to be necessary after the date of transfer for any hazardous substance existing on the Property prior to the date of this Deed. This covenant shall not apply to the extent that the GRANTEE ("CITY") caused or contributed to any release or threatened release of any hazardous substance, pollutant, or contaminant.*

2.6.4 ***Access [CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii)].*** *In connection with GRANTOR's ("the Government") covenant in 2.6.3 above and in connection with ongoing remediation on GRANTOR's ("the Government") property adjacent to the Property, GRANTEE ("CITY") agrees on behalf of itself its successors and assigns, as a covenant running with the land, that GRANTOR ("the Government"), or its officers, agents, employees, contractors and subcontractors, shall have the right, upon reasonable notice to GRANTEE ("CITY"), to enter upon the Property in any case in which a response or corrective action is found to be necessary at such property after the date of this deed, or such access is necessary to carry out a response action or corrective action on adjoining property. Neither GRANTEE ("CITY"), nor its successors and assigns, shall have any claim on account of such entries against the United States or any of its officers, agents, employees, contractors or subcontractors. The right to enter shall include the right to conduct tests, investigations and surveys, including, where necessary, drilling, test-pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response or corrective action as required or necessary, including, but not limited to monitoring wells, pumping wells, treatment facilities, and the installation of associated utilities. In exercising these rights of access, except in case of imminent and substantial endangerment to human health or the environment, the GRANTOR ("the Government") (1) shall give the GRANTEE ("CITY") reasonable notice of any action to be taken related to such remedial or corrective actions on the Property, and (2) make reasonable efforts to minimize interference with the on-going use of the Property. Furthermore, the GRANTOR ("the Government") and GRANTEE ("CITY") agree to cooperate in good faith to minimize any conflict between the necessary environmental investigation and remediation activities and the GRANTEE's ("CITY") use of the Property. Any inspection, survey, investigation or other response, corrective or remedial action undertaken by GRANTOR ("the Government") will, to the maximum extent practical, be coordinated with representatives designated by the GRANTEE ("CITY").*

In connection with GRANTOR's ("the Government") remedial actions described above, GRANTEE ("CITY") agrees on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

2.7 ***Environmental Restriction.***

2.7.1 The following environmental covenants, conditions, and restrictions (hereinafter "environmental restrictions") regarding the use of the Property have been determined by the GRANTOR ("the Government") to be reasonably necessary to protect present or future human health or safety or the environment as provided by CERCLA and California Civil Code Section 1471. The environmental restrictions made and accepted herein by GRANTEE ("CITY") shall be for the benefit of and enforceable by the GRANTOR ("the Government") herein as provided under Civil Code Section 1471 and applicable Federal statutes and regulations, shall run with the land, and shall be binding on the GRANTEE ("CITY"), its successors and assigns. GRANTOR ("the Government") has installed monitoring and pumping wells, together with associated monitoring and other equipment on the Property. The approximate location of those

wells and associated equipment is shown on Exhibit "C." GRANTEE ("CITY"), its successors and assigns, shall not alter, disturb or remove said wells or equipment without the prior written approval of GRANTOR ("the Government"), United States Environmental Protection Agency, California Department of Toxic Substance Control, and Regional Water Quality Board, Santa Ana Region (collectively "Cognizant Regulatory Agencies").

2.7.2 These environmental restrictions may be released at such time as the GRANTOR ("the Government") and the Cognizant Regulatory Agencies have determined that the restricted Property is protective of present or future human health or safety of the environment for the use that was formerly prohibited. Upon receipt of such written confirmation, the GRANTOR ("the Government") shall deliver to the GRANTEE ("CITY") in recordable form, a release (the "Release") relating specifically to the environmental use restrictions set. forth in this deed. The execution of the Release by the GRANTOR ("the Government") shall remove all notices and restrictions relating to the remedy addressed by the restrictions from the title to the Property.

2.8 ***Indemnification Regarding Transferees.*** *The GRANTOR ("the Government") hereby recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993 (Pub. L. 102-484), as amended, regarding indemnification of transferees of closing Department of Defense property.*

2.9 ***Non-Discrimination.*** *GRANTEE ("CITY") covenants for itself its successors and assigns, that it will comply with all applicable provisions of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act of 1975 in the use, occupancy, sale or lease of the Property. The foregoing shall not be construed to prohibit the operation of federal or state approved programs focusing on the special needs of the homeless, veterans, victims of domestic violence and other classes of persons at risk; nor shall it be construed to prohibit employment practices not otherwise prohibited by law. The GRANTOR ("the Government") shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.*

3. NO HAZARD TO AIR NAVIGATION: *GRANTEE ("CITY") covenants for itself its successors and assigns, that in connection with any construction or alteration on the Property, it will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.*

4. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS *set forth herein are a binding servitude on the Property, shall inure to the benefit of GRANTOR ("the Government") and GRANTEE ("CITY") and their respective successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code sections 1462 and 1471 and other applicable authority.*

The responsibilities and obligations placed upon the land by the Government shall run with the land and be binding on all subsequent owners of the County Exchange Property unless or until such responsibilities and obligations are released pursuant to the provisions set forth in the Government deed. CITY and its successors and assigns, respectively, shall not be liable for any breach of such responsibilities and obligations with regard to the County Exchange Property arising from any matters or events occurring after transfer of ownership of the County Exchange Property by CITY or its successors and assigns, respectively; provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such responsibilities and obligations to the extent caused by the fault or negligence of such party.

2.7 As is, Where Is, With All Faults". As further set forth in the County-SOCCCD Land Exchange Agreement, SOCCCD acknowledges that it has examined the County Exchange Property and is acquiring the County Exchange Property from CITY in an "AS IS, WHERE IS, WITH ALL FAULTS" condition, in its present state and condition and with all faults, which provisions shall survive the close of escrow related to this transaction and do not merge with this Deed.

3. COVENANTS RUNNING WITH THE LAND. The terms of this Deed are hereby agreed and declared by SOCCCD and CITY and declared to be covenants running with the land and enforceable as restrictions and equitable servitudes against the County Exchange Property, and are hereby declared to be and shall be binding upon the County Exchange Property and SOCCCD and the successors and assigns of SOCCCD owning all or any portion of the County Exchange Property.

4. NOTICES: All notices, consents, demands, requests and other communications a party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set for 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 mailed as provided in this Section:

If to CITY:

City of Tustin
300 Centennial Way
Tustin, California 92780
Attn: City Manager

With a copy to:

George R. Schlossberg, Esq.
Kutak Rock LLP
1101 Connecticut Avenue, N.W.
Suite 1000
Washington, DC 20036

If to SOCCCD: Vice Chancellor, Business Services
South Orange County Community College District
8000 Marguerite Parkway
Mission Viejo, CA 92692

With a copy to: Andrew P. Bernstein, Esq.
Jackson DeMarco Tidus & Peckenpaugh
2030 Main Street, 12th Floor
Irvine, California 92614

IN WITNESS WHEREOF, CITY has caused its name to be signed to this Quitclaim Deed on the day first above written.

CITY OF TUSTIN

By: _____
Name: Jeffrey C. Parker
Title: City Manager

Attest:

Date: _____

_____
Name:_____
Title : City Clerk

Approved as to Form:

_____
Name: _____, Esq.
Title: City Attorney

Continued on following page.

ACKNOWLEDGEMENT OF SOCCCD'S COVENANTS

TO INDICATE ACCEPTANCE of its covenants and agreements contained in this Quitclaim Deed and receipt of the documents described herein, SOCCCD has executed this document on the date written below.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

By: _____
Name: Gary L. Poertner
Title: Chancellor

Date: _____

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature: _____

(SEAL)

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature: _____

(SEAL)

EXHIBIT A

Legal Description of County Exchange Property
(attached)

To
Quitclaim Deed and Environmental Restriction
Pursuant to Civil Code Section 1471

[Area 15 / DOC. NO. 1040167]

EXHIBIT V

City-SOCCCD Bill of Sale

(Doc. No. 1128399)

Exhibit V

BILL OF SALE
FROM CITY TO SOCCCD
FOR FORMER MILITARY PERSONAL PROPERTY
LOCATED AT
THE FORMER MARINE CORPS AIR STATION, TUSTIN
(Pursuant to County-SOCCCD Land Exchange Agreement)

This Bill of Sale is made this _____ day of _____, 20__ by and between the CITY OF TUSTIN **("City"),** a municipal corporation organized under the laws of the State of California, and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **("SOCCCD")**.

RECITALS

A. City requested from the United States of America (hereinafter the **"Government"**) conveyance of a portion of the former Marine Corps Air Station Tustin, **("MCAS Tustin"**) which was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Pub. L No. 101-510; **"Base Closure Act"**) and which is no longer required for military purposes;

B. The Government and City entered into that certain Agreement between the United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin, dated May 13, 2002 as amended by "Modification One (1)" dated April 10 2006, "Modification Two (2)" dated July 31, 2006 and "Modification Three (3)" dated December 19, 2011 **(**as so amended and modified, the **"Navy-City Conveyance Agreement")** which sets forth the terms and conditions of the conveyance of portions of MCAS Tustin from the Government to City;

C. City and SOCCCD entered into that certain Agreement between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus, dated April 22, 2004, (the **"City-SOCCCD Conveyance Agreement"**) setting forth the terms and conditions of the conveyance of a portion of the City Property from City to SOCCCD;

D. Pursuant to the Navy-City Conveyance Agreement, the Government conveyed by quitclaim deed **("Government Deed"**) certain real property at the Marine Corps Air Station, Tustin **("City Property")** to City;

E. In accordance with the City-SOCCCD Conveyance Agreement, City conveyed, a portion of the City Property (the **"SOCCCD Property"**) to SOCCCD;

F. Subsequently, City and SOCCCD entered into that certain Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus dated _____, 2013, and recorded in the Official Records of the County Recorder of Orange County, California, on

_____, 20__ as Instrument No. _____ (the **"Development Agreement"**), which, among other things, amends and restates the City-SOCCCD Conveyance Agreement in its entirety;

G. County and SOCCCD have entered into that certain Agreement for the Exchange of Real Property dated February 7, 2012, as amended, (the **"County-SOCCCD Land Exchange Agreement"**) pursuant to which County has agreed to cause City to convey by Quitclaim Deed to SOCCCD certain real property in the Former Marine Corps Air Station Tustin to which County is entitled (the **"County Exchange Property"**) in exchange for certain portions of the SOCCCD Property.

H. Concurrently with the delivery hereof, City is conveying the County Exchange Property to SOCCCD by Quitclaim Deed (the **"City-SOCCCD Quitclaim Deed"**).

I. Pursuant to the County-SOCCCD Exchange Agreement, City desires to convey to SOCCCD by this Bill of Sale all the tangible personal property owned by City and located on and used in connection with the County Exchange Property (the **"Personal Property"**).

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing recitals and other consideration set forth herein, it is mutually agreed as follows:

1. Transfer. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City hereby grants, releases, quitclaims and transfers title and ownership of the Personal Property to SOCCCD.

2. Conditions. The transfer of the Personal Property hereby shall be subject to all of the conditions, covenants, restrictions and other terms of Section 3 of the City-SOCCCD Quitclaim Deed recorded in connection with County-SOCCCD Land Exchange Agreement, all of which are incorporated herein as if set forth in full.

3. Former Military Property; No Warranty. The Personal Property sold under this Bill of Sale was acquired by City from the Navy by reason of the closure of the former Marine Corps Air Station, Tustin. SOCCCD hereby understands and acknowledges that City has no knowledge and makes no representations as to the Personal Property's fitness, adequacy or safety for any particular purpose. The Personal Property is delivered to SOCCCD "as is," "where is," and City makes no warranty of any kind, and particularly no warranty as to its usability generally or as to its fitness or safety for any particular purpose.

4. Indemnification. City shall not be responsible, and SOCCCD agrees that it shall be responsible for and at all times relieve, indemnify, protect, defend and hold harmless City and all of its officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death or injury to persons or damage to property and for civil fines and penalties arising or growing out of, or in any manner

connected with, the ownership, use, operation, maintenance, storage, sale or lease by SOCCCD of any Personal Property transferred under this Bill of Sale except to the extent such death or injury to persons or damage to property is caused by the activities of City, its officers, agents and employees related to the use, operation, maintenance, storage, sale or lease of any such Personal Property.

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth below, duly executed this contract.

CITY OF TUSTIN

By: _____
Name: Jeffrey C. Parker
Title: City Manager

Date: _____

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Name: Gary L. Poertner
Title: Chancellor

Date: _____

EXHIBIT W

Notice of Termination

(Doc. No. 1290388)

RECORDING REQUESTED BY: **AND WHEN RECORDED MAIL TO:** County of Orange 1770 North Broadway Santa Ana, California 92701-4017 Attention: _____ **Mail copy of Notice to:** City Manager The City of Tustin 300 Centennial Way Tustin, California 92780	
Exempt from Recording Fees Per Government Code Section 6103	

Space Above This Line Reserved for Recorder's Use

NOTICE OF PARTIAL TERMINATION
OF
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ENVIRONMENTAL RESTRICTIONS PURSUANT TO CIVIL CODE SECTION 1471

THIS NOTICE OF PARTIAL TERMINATION OF AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ENVIRONMENTAL RESTRICTIONS PURSUANT TO CIVIL CODE SECTION 1471 (this **"Notice"**) is executed on _____, 20__, by the **CITY OF TUSTIN, CALIFORNIA**, a municipal corporation (**"CITY")** and the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT,** a public agency (**"SOCCCD"**).

RECITALS

WHEREAS, SOCCCD is the owner of certain real property more particularly described on Schedule 1 attached hereto (the **"Property"**); and

WHEREAS, the Property is subject to that certain Declaration of Covenants and Restrictions and Environmental Restrictions Pursuant to Civil Code Section 1471 (the **"Declaration"**) dated August 8, 2013, and recorded on August 9, 2013 as Instrument No. 2013000475497 in the Official Records of the Recorder of Orange County, California; and

WHEREAS, City is the beneficiary of the all the enforcement rights under the Declaration.

PARTIAL TERMINATION

In consideration of the foregoing Recitals, which are incorporated herein and made a part hereof, and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. **City Action.** City hereby terminates as to the Property Sections 3.1, 3.2, 3.3 and 3.4 of the quoted language included in Section 1 of the Declaration (the **"Terminated Provisions"**). As a result hereof, the Terminated Provisions are of no further force or effect as to, and shall no longer be an encumbrance on, the Property; provided however, that the remainder of the Declaration shall remain in effect as to the Property and the Declaration in its entirety shall remain an encumbrance on the real property described in the Declaration other than the Property.

2. **SOCCCD Consent**. SOCCCD hereby consents to the recordation of this Notice.

3. **Counterparts.** This Notice may be executed in counterparts, each of which, after all the parties hereto have signed this Notice, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Signatures on following page.

IN WITNESS WHEREOF, City and SOCCCD have caused their respective names to be signed to this Notice on the day first above written.

CITY OF TUSTIN

By: _____
Name: Jeffrey C. Parker
Title: City Manager

Attest:

_____
Name:_____
Title: City Clerk

Approved as to Form:

_____
Name: David A. DeBerry, Esq.
Title: Deputy City Attorney

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Name: Debra L. Fitzsimons
Title: Vice Chancellor, Business Services

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 20___, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____
Signature

(Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 20___, before me, _____
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____
Signature

(Seal)

SCHEDULE 1
TO
NOTICE OF PARTIAL TERMINATION

LEGAL DESCRIPTION

SOCCCD Exchange Parcel – Fee Portion: 1070725
SOCCCD Exchange Parcel – Sublease Portion: 1070727

EXHIBIT X

SOCCCD – County Bill of Sale

(Doc. No. 1041741)

BILL OF SALE
FROM SOCCCD TO COUNTY
FOR FORMER MILITARY PERSONAL PROPERTY
LOCATED AT
THE FORMER MARINE CORPS AIR STATION, TUSTIN
(Pursuant to County-SOCCCD Land Exchange Agreement)

THIS BILL OF SALE ("**Bill of Sale**"), by and between the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT** ("**SOCCCD**"), a public agency, and the **COUNTY OF ORANGE**, a political subdivision of the State of California ("**County**"), is made and entered into this _____ day of _____, 20___ (the "**Effective Date**").

RECITALS

A. Pursuant to that certain Agreement Between the United States of America and the City of Tustin, California For the Conveyance of a Portion of the Former Marine Corps Air Station Tustin, dated May 13, 2002, as amended by "Modification One (1)" dated April 10 2006, "Modification Two (2)" dated July 31, 2006 and "Modification Three (3)" dated December 19, 2011 (as so amended, the "**Conveyance Agreement**"), and that certain Lease In Furtherance of Conveyance Between the United States of America and the City of Tustin, California for Portions of the Former Marine Corps Air Station Tustin, dated May 13, 2002 [as amended by Amendment No. 1 thereto dated _____, 20__)] (as so amended, the "**LIFOC**"), the Federal Government through the Secretary of the Navy ("**Navy**") conveyed or leased to the City portions of the former Marine Corps Air Station Tustin ("**City Property**").

B. The Conveyance Agreement contemplates that the City will, following conveyances of applicable portions of the City Property from the Navy to the City, convey a portion of the City Property to SOCCCD ("**SOCCCD Property**").

C. The City and SOCCCD entered into that certain Agreement Between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus, dated April 22, 2004 [as amended by Amendment No. 1 thereto dated _____, 20__] (as so amended, the "**City-SOCCCD Conveyance Agreement**") for the conveyance of portions of the SOCCCD Property from the City to SOCCCD by quitclaim deed and the lease of other portions of the SOCCCD Property from the City to SOCCCD pending conveyance of such portions from the Navy to the City.

D. Pursuant to the SOCCCD Agreement, the City transferred to SOCCCD, by that certain Bill of Sale, dated April 22, 2004 (the "**City-SOCCCD Bill of Sale**") (1) all tangible

personal property appurtenant to the real property conveyed or leased to SOCCCD under the SOCCCD Agreement and (2) all utility distribution systems located on the real property conveyed or leased to SOCCCD under the SOCCCD Agreement.

E. Subsequently, City and SOCCCD entered into that certain Development Agreement and Amended and Restated Conveyance Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus dated _____, 20__, and recorded in the Official Records of the County Recorder of Orange County, California, on _____, 20__ as Instrument No. _____ (the **"Development Agreement"**), which, among other things, amends and restates the City-SOCCCD Conveyance Agreement in its entirety;

F. County and SOCCCD have entered into that certain Agreement for the Exchange of Real Property dated February 7, 2012 (the **"County-SOCCCD Exchange Agreement"**) pursuant to which SOCCCD has agreed to convey to County by Quitclaim Deed certain portions of the SOCCCD Property more particularly described in Schedule "I" attached hereto (the **"SOCCCD Exchange Property"**) in exchange for certain real property in Former Marine Corps Air Station Tustin to which County is entitled.

G. Pursuant to the County-SOCCCD Exchange Agreement, SOCCCD desires to convey to County by this Bill of Sale all the tangible personal property owned by SOCCCD and located on and used in connection with the SOCCCD Exchange Property (the **"Personal Property"**). **[NOTE: The utility systems have been removed because such systems are real property under California law. Accordingly, they will be conveyed by virtue of the corresponding quitclaim deed.]**

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing recitals and other consideration set forth herein, it is mutually agreed as follows:

1. **Transfer.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SOCCCD hereby releases, quitclaims and transfers to County title and ownership of the Personal Property.

2. **Conveyance Subject to City-SOCCCD Bill of Sale.** The conveyance in Section 1 above shall be subject to all of the terms and conditions set forth in the City-SOCCCD Bill of Sale to the extent applicable to the SOCCCD Exchange Property, all of which are incorporated by this reference as if fully set forth herein.

3. **Former Military Property; No Warranty**. The Personal Property sold under this Bill of Sale was acquired by SOCCCD from the City (who in turn acquired such Personal Property from the Navy) by reason of the closure of the former Marine Corps Air Station, Tustin.

County hereby understands and acknowledges that SOCCCD has no knowledge and makes no representations as to the Personal Property's fitness, adequacy or safety for any particular purpose. The Personal Property is delivered to County "as is," "where is," and SOCCCD makes no warranty of any kind, and particularly no warranty as to its usability generally or as to its fitness or safety for any particular purpose.

4. **Indemnification**. From and after the Effective Date, SOCCCD shall not be responsible, and County agrees that it shall be responsible for and at all times relieve, indemnify, protect, defend and hold harmless SOCCCD and all of its officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death or injury to persons or damage to property and for civil fines and penalties arising or growing out of, or in any manner connected with any of the following: (a) the failure of County to comply with the terms and conditions set forth in the City-SOCCCD Bill of Sale to the extent applicable to the SOCCCD Exchange Property; or (b) the ownership, use, operation, maintenance, storage, sale or lease by County of any Personal Property transferred under this Bill of Sale; provided however, that the foregoing indemnities shall not apply to the extent such death or injury to persons or damage to property or any such civil fine and penalty is caused by the activities of SOCCCD, its officers, agents and employees related to the use, operation, maintenance, storage, sale or lease of any such Personal Property.

IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale to be effective as of the Effective Date.

COUNTY:

COUNTY OF ORANGE
a political subdivision of the State of California

By:_____

Name:_____

Title:_____

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Resolution 79-1535

Attest:_____

Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO LEGAL FORM

By:_____

Name:_____

Title: Supervising Deputy County Counsel

SOCCCD:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT,
a California public agency

By: _____
Gary Poertner, Chancellor

SCHEDULE "I"

Legal Description of the SOCCCD Exchange Property

EXHIBIT Y

Nonforeign Transferor Declaration (SOCCCD)

(Doc. No. 1043430)

Exhibit Y

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code (the "**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the Property and not the disregarded entity. To inform the COUNTY OF ORANGE, a political subdivision of the State of California ("**Transferee**"), the transferee of that certain real property described in Schedule "1" attached hereto and incorporated herein by this reference, that withholding of tax is not required upon the disposition of the above-referenced real property by the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("**Transferor**"), the undersigned hereby certifies the following on behalf of the Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. Transferor's taxpayer identification number is: 95-247987;

3. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations; and

4. Transferor's address is: 28000 Marguerite Parkway, Mission Viejo, California 92692.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Dated: _____ __, 20__ "TRANSFEROR"

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency

By:_____

Name:_____

Title:_____

Schedule "1"
to
Nonforeign Transferor Declaration

Legal Description of Property

All that certain real property located in the City of Tustin, County of Orange, State of California, described as follows:

(Attached hereto and made part hereof)

EXHIBIT Z

Nonforeign Transferor Declaration (City)

(Doc. No. 11043621)

Exhibit Z

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code (the "**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the Property and not the disregarded entity. To inform the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency ("**Transferee**"), the transferee of that certain real property described in Schedule "1" attached hereto and incorporated herein by this reference, that withholding of tax is not required upon the disposition of the above-referenced real property by the CITY OF TUSTIN, a municipal corporation ("**Transferor**"), the undersigned hereby certifies the following on behalf of the Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. Transferor's taxpayer identification number is: _____;

3. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations; and

4. Transferor's address is: 300 Centennial Way, Tustin, California 92780.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Dated: _____ __, 20__ "TRANSFEROR"

CITY OF TUSTIN, a municipal corporation

By:_____

Name:_____

Title:_____

Schedule "1"
to
Nonforeign Transferor Declaration

Legal Description of Property

All that certain real property located in the City of Tustin, County of Orange, State of California, described as follows:

(Attached hereto and made part hereof)

S32C Cc: BOS CoCo CEO-Mark Denny 3/31/16

GARDEN GROVE

CITY OF GARDEN GROVE

(714) 741-5100

Bao Nguyen
Mayor
Steven R. Jones
Mayor Pro Tem
Christopher V. Phan
Council Member
Phat Bui
Council Member
Kris Beard
Council Member

March 28, 2016

Orange County Board of Supervisors
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

RECEIVED
CLERK OF THE BOARD
MAR 31 2016

Dear Supervisors:

At the Garden Grove City Council meeting on March 22, our staff provided an update to the City Council regarding the City's existing contract with the County of Orange for animal care services and the County's current efforts to move forward with a design-build contract to construct a new animal shelter at the former Tustin Marine Base. Accordingly, the City Council was advised that the County is requiring its partnering cities to commit to both a capital contribution and a 10-year service agreement by April 30, 2016. Following that discussion, the City Council directed the City Manager to forward the following concerns and questions to the Board of Supervisors.

As the City of Garden Grove is considering the future of animal care services, the City Council is concerned about rising program costs, the potential $35 million cost of building a new animal shelter and the need for enhanced communication with the public. Since FY 2011-12, Garden Grove's costs have increased 79% from $729,000 to a projected $1,307,631 for FY 2015-16. Additionally, the City is being asked to pay 13.8% of the new animal shelter cost, adding an annual shelter payment of $430,828 to current service costs. For FY 2016-17, Garden Grove's estimated program cost, including the new shelter payment is $1,738,459. This is a 138% cost increase over a six-year period. Moreover, if any cities opt out of the program, we understand that costs will be reallocated based on a new percentage, potentially increasing costs further.

Although the County has provided a justification for the increase in service costs, the City's revenues have not increased accordingly and the City is struggling with a structural deficit. Therefore, the City of Garden Grove would like to understand the strategies to control the costs of animal care and procedures that would assist the City with managing future costs. For example, can the County provide adequate animal care with a less expensive shelter and can the City be assured it will be allowed to participate in the new shelter design? Also, the City of Garden Grove would benefit from data and supporting cost calculations for the uncollectable fee revenue planned to be written-off by the County and billed to the City of Garden Grove. In order for the City to manage its limited resources, the County would need to provide accurate

calculations for the uncollectable fee revenue along with supporting justification indicating Garden Grove is responsible for the debt.

The City Council also expressed concern that Orange County Animal Care could provide better communication with the residents of Garden Grove. With a community as diverse as Garden Grove, it is essential that communication and public outreach by Orange County Animal Care be conducted in English, Vietnamese, and Spanish. A more effective communication program could assist Orange County Animal Care in increasing revenues through licensing compliance and decreasing the need for field and shelter services.

Although the City of Garden Grove has generally been pleased with the services provided by the County, the steep increase in costs over a short period of time is of great concern. As the City continues to deliberate this issue, any information that offers long-term cost containment assurances will be helpful to the City Council and the staff.

Should you have any questions, please contact me at (714) 741-5100 or sstiles@ci.garden-grove.ca.us. Maria Stipe, our Deputy City Manager, is leading our efforts on this project. The Orange County Animal Care staff can contact her directly at (714) 741-5106 with information that would be helpful to us.

Sincerely,

Scott C. Stiles
City Manager

Cc: Garden Grove City Council Members
Frank Kim, County Executive Officer
Steve Franks, Director, Orange County Community Resources

County Executive Office

S32C

Memorandum

April 6, 2016

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a supplemental for the April 12, 2016 Board Hearing Meeting.

Agency: **OC Public Works**
Subject: **Award Orange County Animal Care Facility Design-Build Contract**
District: **All Districts**

Reason for supplemental: The Agenda Staff Report and attachments were not finalized until after the Clerk of the Board's filing deadline. Therefore, they could not be submitted by the filing deadline. This Agenda Staff Report needs to be scheduled for the April 12, 2016 Board meeting.

Concur: _____

Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item
Clerk's Use Only S32C

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 4/12/2016

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: OC Public Works

DEPARTMENT HEAD REVIEW: for Shane Silsby
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Shane Silsby (714) 667-9700
Steve Franks (714) 480-2788

SUBJECT: Award Orange County Animal Care Facility Design-Build Contract

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
	approved as to form	Discussion
	Action	
		3 Votes Board Majority
CEO Signature	*County Counsel Signature*	

Budgeted: No

Current Year Cost: See Financial Impact Section

Annual Cost: See Financial Impact Section

Staffing Impact: N/A

# of Positions: N/A

Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: GF: 14%; Contract Cities: 86%

County Audit in last 3 years: 2015

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Make the following CEQA findings:

   a. The City of Tustin, as lead agency under CEQA for the Reuse and Disposal of the Marine Corps. Air Station Tustin property project, certified Final Environmental Impact Statement / Environmental Impact Report on January 16, 2001 and approved Addendum (Ord. No. 1406) on September 13, 2011 for a minor Specific Plan Amendment of which the proposed project is a part of. The County of Orange as a responsible agency under CEQA Guidelines section 15381 has reviewed and considered the Final Environmental Impact Statement / Environmental Impact Report and the Addendum prepared by the City and the Property Exchange Agreement Addendum to the City's Final Environmental Impact Statement / Environmental Impact Report approved by the South Orange County Community College District Board of Trustees on December 6, 2011, and certifies that it has done so, pursuant to CEQA Guidelines section 15050(b).

b. There are no significant environmental effects within the jurisdiction of the County of Orange which require a finding on the part of the County of Orange.

c. The circumstances of the project are substantially the same as described in Environmental Impact Statement / Environmental Impact Report and the Addenda and no substantial changes have been made in the project, no substantial changes have occurred in the circumstances under which the project is being undertaken, and no new information of importance to the project which was not known or could not have been known when the previous Environmental Impact Statement / Environmental Impact Report and Addenda were certified and approved have become known.

d. Adoption and implementation of those feasible mitigation measures related to those aspects of the project are within the separate authority of the County of Orange pursuant to CEQA Guidelines section 15096 (g)-(h). As a responsible agency, the County of Orange is authorized, pursuant to Guidelines section 15096, to rely on the Environmental Impact Statement / Environmental Impact Report and Addendum certified and approved by the City of Tustin and the Addendum approved by the South Orange County Community College District Board of Trustees.

2. Find that the County of Orange hereby adopts and will implement those feasible mitigation measures related to those aspects of the project, if any, that are within its separate authority, pursuant to Guidelines section 15096 (g)-(h).

3. Award Contract to Design-Build Entity of Snyder Langston L.P. for an amount not-to-exceed $32,825,000 to provide design and construction services for the Orange County Animal Care Facility effective upon date of execution by the Director of OC Public Works or designee.

4. Approve and authorize the Auditor-Controller's office, upon notification from OC Public Works, to issue payment of a stipend to the two unsuccessful proposing firms, Oltmans Construction Co. and Pinner Construction Co., Inc., in the amount of $50,000 each for a total of $100,000.

5. Authorize the Director of OC Public Works or designee to execute the Contract when the certificate of insurance has been submitted and approved by the County Executive Office/Risk Management and County Counsel.

6. Authorize the Director of OC Public Works or designee to amend the Contract, in substantially the same form, for approval of future Guaranteed Maximum Price phases, so long as the total sum does not exceed $32,825,000.

SUMMARY:

Award of Contract to the design-build team of Snyder Langston L.P. for the design and construction of the OC Animal Care Facility will provide for a collaborative design-build effort that will ultimately provide care for the animals impounded from existing contract cities and unincorporated County areas.

BACKGROUND INFORMATION:

The current Orange County Animal Shelter was built in 1941 and, due to aging of the existing structures and evolving operational needs, a new facility is required. In 1995, the Board of Supervisors (Board) allocated $5 million in general funds for the development of a new animal shelter and requested land for this purpose from the Marine Corp. Air Station (MCAS) Tustin Local Reuse Authority. In December 2015, a parcel of land was identified for the new animal shelter and confirmed for the County's use at the

MCAS Tustin site. With the conveyance of this parcel to the County, construction is scheduled to commence in July of 2016, with completion planned for October of 2017.

In 2015, Orange County Animal Care underwent an audit by the office of the Performance Auditor. Additionally, the Orange County Grand Jury released two reports on Orange County Animal Care. Both entities identified replacement of the aging animal shelter.

The new shelter will be located on approximately 10 acres and will be appropriately sized to provide care for the animals impounded from existing contract cities and unincorporated County areas. In addition, there will be opportunities for expansion should additional cities wish to contract with the County for animal care services in the future.

Operational characteristics of OC Animal Care will significantly improve with the new shelter due to the creation of defined areas specifically for administration, animal intake, animal control, animal housing and animal exercise, customer service, medical treatment (clinic and surgery areas) and meeting/conference rooms.

The new OC Animal Care Facility Project (Project) was solicited utilizing the two-step Design-Build delivery method. On October 20, 2015, OC Public Works issued a Request for Qualifications for Design and Construction Services for the Project. During this first step, interested firms submitted qualifications demonstrating their capability to successfully execute the design-build services contract resulting from this solicitation. Ten firms submitted a Statement of Qualifications (SOQ), with two firms being deemed non-responsive due to failure to meet the minimum qualifications. The eight remaining SOQ's were evaluated and four firms were short-listed. On December 11, 2015, a Request for Proposals was issued to the four short-listed firms; Pinner Construction Co., Inc., Oltmans Construction Co., Snyder Langston L.P. and Clark Construction Group-California, LP.

Technical proposals were received from all four firms; however, Clark Construction Group-California, LP withdrew from the competition shortly thereafter leaving three firms moving forward to interviews. Upon completion of the proposed evaluations, the team recommended award of the Project to Snyder Langston L.P.

Design-Build Entity (D-BE)	Rank
Snyder Langston L.P.	**1**
Oltmans Construction Co.	2
Pinner Construction Co., Inc.	3

A Contract for design and construction services in the form of a Guaranteed Maximum Price has been negotiated with the design-build team of Snyder Langston L.P. for Project completion and is included as Attachment A.

OC Community Resources' New Animal Shelter Agreement and Revised Agreement for Animal Care Services calls for the creation of a Design Advisory Board to advise OC Animal Care and OC Public Works on design and construction of the new OC Animal Care Facility. The County Executive Office will bring together a Design Advisory Board to work with the contractor which includes representatives from contract cities, rescue groups, Community Outreach Committee, OC Animal Care Staff, and the veterinary community as shown in Attachment F. Additionally, OC Animal Care and OC Public Works will collaborate to host public forums to obtain public input on the work of the Design Advisory Board and the contractor.

In order to proceed with the Project, it is recommended that the Board award the contract for the design and construction services of the OC Animal Care Facility to the D-BE of Snyder Langston L.P., for an amount not-to-exceed $32,825,000 which includes County's and D-BE's Project contingencies. Additionally, authorize the Auditor-Controller's office to issue payment of a stipend, in the amount of $50,000 each, to the two unsuccessful proposing firms: Oltmans Construction Co. and Pinner Construction Co., Inc. By accepting the stipend these firms agree that all information provided will remain property of the County of Orange and may be used by the County of Orange in any manner. OC Public Works has reviewed the Contractor's references and qualifications and found that the Contractor is qualified. Reference checks were also completed with John Wayne Airport and Los Angeles Air Force Base Systems Center regarding similar projects and were found to be satisfactory.

On April 12, 2016, CEO Real Estate will be recommending an amendment to the exchange agreement and lease for the OC Animal Care Center to the Board for approval. In addition, OC Community Resources will be recommending a new animal shelter agreement and revised agreement for Animal Care Services to the Board for approval. Please see those Agenda Staff Reports for additional information.

Compliance with CEQA: The City of Tustin, as lead agency under CEQA for a minor Specific Plan Amendment project of which the proposed Project is a part of made a finding that Final EIS/EIR previously certified on January 16, 2001, by the City and Addendum (Ord. No. 1406) approved on September 13, 2011 satisfy the requirements of CEQA for the proposed Project. The County of Orange is authorized to rely on the documents certified and approved by the City of Tustin, and the Addendum approved by South Orange County Community College District Board of Trustees for [the award of Orange County Animal Care Facility Design Build Contract activity]. A responsible agency is authorized to rely on the FEIS/EIR and Addenda certified and approved by the City of Tustin and by the South Orange County Community College District (SOCCCD) Board of Trustees pursuant to Section 15381 of the CEQA Guidelines.

FINANCIAL IMPACT:

An adjustment of $5,000,000 to transfer General Fund Reserves into the newly established Fund 16D will be requested as a 3rd Quarter Budget Adjustment, $25,000,000 in appropriations will be included as part of the Recommended FY 2016-17 Budget and $5,000,000 will be included in the FY 2017-18 Budget submission. Considering the repayment from the cities over the next 10 years, OC Community Resources, OC Animal Shelter Fund 16D will borrow $22,000,000 in FY 2016-17 and $2,000,000 in FY 2017-18. FY 2016-17 Recommended Budget will include necessary resolutions for borrowing.

It is estimated that development and construction costs for the new shelter will not exceed the previously discussed amount of $35,000,000. The County's contribution will be $5,000,000 towards the Project, while the contract cities will fund the remaining amount. The amounts contributed by each contract city will be calculated by a percentage based on the average number of days that animals from each contract city received board and care at OC Animal Care during a five-year historical period. The Contract includes a Termination for Convenience Clause which states the County may terminate the Contract in whole or in part at any time with a 30-day notice.

OC Animal Care Project Cost and Funding Summary:

OC Public Works ASR – Award Orange County Animal Care Facility Design-Build Contract:

D-BE Base Scope of Services	$24,993,888*
OC Animal Care Program Elements	$ 2,016,112*
Three Additional Kennel Buildings (as necessary)	$ 4,200,000*
Site Access & Security Requirements	$ 500,000*
SOCCCD Common Driveway ***	$ 300,000*
Furniture, Fixtures & Equipment	$ 815,000*
Total Design-Build Contract	**$32,825,000***
SOCCCD's share of Common Driveway ***	($ 150,000)
County Administration / Permit Fees	$ 500,000****
RFP Submittal Stipends	$ 100,000
OC Public Works Subtotal	**$33,275,000**

CEO Real Estate ASR – Amended Exchange Agreement and Lease for OC Animal Care Center:

SOCCCD Agreement – Bell Ave.	$ 675,000
SOCCCD Agreement – Demolition	$ 500,000
SOCCCD Agreement – Bell Ave. Utilities **	$ 500,000
SOCCCD Agreement – Common Driveway ***	($ 0)
Title/Escrow	$ 25,000
CEO Real Estate Subtotal	**$1,700,000**
Total Project Cost	**$34,975,000**

OC Community Resources ASR – New Animal Shelter Agreement and Revised Agreement for Animal Care Services:

County's Share of total Project Cost	$ 5,000,000
Cities Share of total Project Cost	$30,000,000
Total Estimated Project Funding	**$35,000,000**

* Items included in the D-BE not to exceed contract of $32,825,000

** Bell Ave. Utilities - Based on our initial study the current size/capacity of the planned wet utilities are more than adequate for our project and there should be no additional costs.

*** Common Driveway – The D-BE contract includes $300,000 for the estimated cost for the design and construction of the Common Driveway. The County and SOCCCD will equally share the cost for the Common Driveway. SOCCCD will reimburse the County $150,000, 50% of the cost of the Common Driveway. The County's $150,000 share for the Common Driveway is included in OCPW's Design Build Contract.

**** County Administration / Permit Fees - Included to reflect the total project cost.

STAFFING IMPACT:
N/A

ATTACHMENT(S):

Attachment A - Contract MA-012-16011736 with Snyder Langston L.P.
Attachment B - Contract Summary Form
Attachment C - Memorandum of Recommendation
Attachment D - Evaluation Scoring Sheets
Attachment E - Project Location Map
Attachment F - Design Advisory Board Overview

MODEL CONTRACT

This Contract is made and entered into the _____ day of _____, 20____, by and between the COUNTY of ORANGE, a political subdivision of the State of California, herein referred to as, "Owner", and Snyder Langston, herein referred to as "D-BE", with Owner and D-BE sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

Owner and D-BE agree as follows:

1. RECITALS

The Owner intends to design and construct an OC Animal Care Facility, as described in Program Requirements attached, hereinafter referred to as the "Project."

The D-BE has represented to the Owner the ability to provide Design and Construction Services and is specially trained and possesses certain skills, experience, education and competency to perform the work described herein to design and construct the Project.

Based on this representation, the Owner intends to enter into a Contract with the D-BE for the design and construction services identified in this Contract.

2. PROGRAM REQUIREMENTS

D-BE shall perform all work as required by, and in strict accordance with, the Contract Documents (the "Project"), which includes the project. D-BE shall provide and furnish, including but not limited to, all design services, construction labor, project management, supervision, funding administration, planning, scheduling, materials, testing, commissioning, inspection, quality control, tools, equipment, services and all transportation services in adequate quantity and quality to accomplish completion of the work as specified and all work inferred as necessary within the time period set forth. The work shall conform to the Construction Documents and all codes, regulations, laws, etc. referenced in the Contract Documents or by industry standard, including General Requirements, Division 01 – 011100 Summary of Work.

3. CONTRACT PRICE, CONTINGENCY AND CONTRACT TIME

3.1 CONTRACT PRICE

Owner shall pay D-BE for all work required by the Contract Documents the total Contract Price of thirty-two million eight hundred twenty-five thousand dollars **$32,825,000**, including twenty-four million nine hundred ninety-three thousand eight hundred eighty-eight dollars **$2,306,756** for Guaranteed Maximum Prices (GMP) 1 (as defined below), as it may be adjusted pursuant to the "Changes" Section of the General Conditions, and in accordance with the "Payments" Section of the General Conditions. The sum of all Guaranteed Maximum Prices (GMP) submittals (as defined below) shall not exceed the total Contract Price.

3.2 CONTINGENCY

"Contingency (D-BE's)" means a fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from Project circumstances. The amount of the D-BE's Contingency will be a separate line item in the GMP package. Use and management of the D-BE's Contingency during the construction phase as described here-in. Any D-BE Contingency not utilized shall be shared equally between the Owner and D-BE after Project completion.

"Contingency (Owner's)" means a fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the Owner and will be in addition to the project costs included in the D-BE's GMP package.

D-BE's Contingency is an amount the D-BE shall use under the following conditions:

(1) At its discretion for increases in the Contract Price which are not the Owner's responsibility, or

(2) With written approval of the Owner for increases in General Condition Costs. D-BE's Contingency is assumed to be a direct project cost so will receive all markups at the time of GMP submission.

Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the D-BE, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the D-BE at the time that Owner's Contingency is used. Any Owner Contingency not utilized shall revert to the Owner after Project completion.

3.3 CONTRACT TIME

Within 10 calendar days of the Board of Supervisors' award of the Contract, D-BE shall submit to Owner for its review of bonds (as detailed below); proof of insurance; and initial job Design and Construction Critical Path schedule. If Owner rejects the submitted documents, D-BE will have 5 additional calendar days to resubmit. If D-BE fails to submit documents within the required time(s), the Contract Time (as defined below) will be reduced by the number of days which exceed the time for submittal. If D-BE fails to submit acceptable documents by the second submission, Owner may, at its sole discretion, reduce the Contract Time by the number of days between Owner's rejection of the second submission and Owner's approval of the documents.

Upon Owner's approval of the bonds, insurance, and initial job Design and Construction Critical Path schedule, Owner will deliver to D-BE a signed copy of the Contract and a Notice to Proceed for GMP 1. D-BE shall not design or commence construction until Owner issues a Notice to Proceed. D-BE shall complete all work required by the Contract within **520** calendar days of the effective date of the first Notice to Proceed ("Contract Time"). The Contract Time includes **14** calendar days of anticipated weather calendar days necessitating stoppage of work, and a time extension due to rain or other adverse weather conditions will only be granted in accordance with the "Delays Due To Weather and Force Majeure" Section of the General Conditions.

The Owner will not be responsible for the failure of the D-BE to plan, schedule, and execute the work in accordance with the approved schedule or the failure of the D-BE to meet the Contract completion dates or the failure of the D-BE to schedule and coordinate the work of his Architect and Engineers, own trades and sub-contractors or to coordinate with others separate D-BEs.

Design and Construction Critical Path schedule - SEQUENCE (FAST TRACK)
After receipt of the Contract Notice to Proceed (NTP) for GMP 1 the D-BE shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Owner review of each submission. The Design and Construction Critical Path schedule shall contain separate GMPs. GMP 1 shall include pre-construction and design services. GMP 2 shall include initial fast-track construction which may include site preparation, utilities and rough grade work and design services. GMP 3 shall include construction work which may include final grading, foundation and vertical skeleton work and design work. GMP 4 shall include the final cost for remaining design services and construction work. D-BE may propose additional GMPs to Owner if determined necessary. The D-BE may begin construction on portions of the work for which the Owner has reviewed the GMP submission and issued the related NTP.

Design and Construction Critical Path schedule shall include submission dates for all GMPs. The GMP submission dates cannot be changed without Owner concurrence. Owner agrees to review

all GMP submittals within 14 calendar days of receipt. If Owner rejects any submitted GMP, D-BE will have 7 additional calendar days to resubmit the Owner the will have 7 additional calendar days to review.

4. BONDS

Within 10 calendar days after award of the Contract, the successful D-BE shall furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the Contract Price, issued by a surety in accordance with the requirements of the General Conditions of the Contract. The bonds shall be in the form of the models included in the Request for Proposal Documents, and must be approved by Owner's Risk Manager and County Counsel. The successful D-BE shall submit the bonds in duplicate, all of which shall bear original signatures. The signature of the surety representative must be notarized.

5. LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, D-BE agrees to forfeit and pay to Owner the sum of four thousand ($4,000.00) per day ("Liquidated Damages") for each calendar day that substantial completion of all the work required by the Contract Documents is delayed beyond the Contract Time, as may be adjusted by Change Order. Owner may deduct such sum from any payments due to or to become due to D-BE.
If the Liquidated Damages exceed the unpaid balance of the Contract Price otherwise owed to D-BE, then D-BE shall immediately pay Owner the difference.

6. OMITTED

7. EMPLOYEE ELIGIBILITY VERIFICATION

D-BE hereby certifies that it complies with all applicable laws and regulations regarding the eligibility of its employees to work in the United States, and that all of its employees performing work under this Contract meet all citizenship or immigration status requirements to do so. D-BE shall obtain all documentation necessary to verify the employment eligibility status of covered employees as described by U.S. Citizenship and Immigration Services Form I-9. D-BE shall retain such documentation for the period prescribed by law. D-BE shall indemnify, defend with counsel approved in writing by Owner, and hold harmless the Owner, its agents, officers, and employees from any sanctions or liability that may be assessed in connection with any alleged violation of federal or State laws or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8. SECURING WORKERS' COMPENSATION INSURANCE CERTIFICATION

D-BE, by executing this Agreement, hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

9. PARTIES' REPRESENTATIVES
9.1 OWNER'S REPRESENTATIVES

9.1.1 OC Public Works. The Project is under the general direction of Owner's Board of Supervisors. The Board of Supervisors authorizes OC Public Works to be Owner's representative in connection with the Project.

9.1.2 Design and Construction Representative. The Design and Construction Representative shall be the Project Manager, unless OC Public Works designates in writing an alternate person who will act as Owner's representative during construction of the Project. Unless otherwise expressly

stated in the Contract Documents, Owner's designated representative will issue and receive all written communications on behalf of Owner for the Project. The designated representative shall also coordinate any communications to or from Owner's Architect-Engineer ("A-E") in connection with the Project.

9.1.3 Owner's Project Manager: Owner's Project Manager is the Owner's exclusive contact agent to the D-BE with respect to this Project during design and construction and until the completion of the Project. The Owner's communications with the D-BE and A-E shall be exclusively through the Owner's Project Manager.

9.2 OWNER

Owner has the final authority in all matters affecting the work. Owner has the authority to enforce D-BE's compliance with the Contract Documents. Owner's decision is final and binding on all questions relating to: design documents and requirements; quantities; acceptability of material, equipment, or work; execution, progress, or sequence of work; and interpretation of the Contract Documents. All labor, materials, tools, equipment furnished by D-BE and all work performed by D-BE shall be subject to the approval of Owner.

9.2.1 The Owner shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and will not be responsible for the D-BE's failure to carry out the work in accordance with the Contract Documents.

9.2.2. The Owner will not be responsible for the acts or omissions of the D-BE, or any subcontractor, or any D-BE's or subcontractor's agents or employees, or any other persons performing any of the work.

9.3 D-BE'S REPRESENTATIVES

9.3.1 Representative and Alternate: Before starting work, D-BE shall designate in writing a representative who shall have complete authority to act for it. The representative shall be the same as proposed during original Request for Proposal selection process. D-BE may also designate an alternate representative (also as identified during original Request for Proposal selection process) with complete authority to act for it. Owner may rely on such representative or alternate as having the authority to execute Change Orders in any amount unless D-BE identifies to Owner in writing the officer(s) or employee(s) with such authority. Any order or communication given to this representative shall be deemed delivered to D-BE. In the absence of D-BE's representative, instructions or directions may be given by Owner to the project manager or superintendent. Such order shall be complied with promptly and referred to D-BE or its representative. D-BE's representative and alternate must be able to read, write, and speak English fluently.

9.3.2 D-BE's Project Manager: D-BE shall provide the services of the project manager, as proposed during original Request for Proposal selection process. D-BE's project manager, if different than designated representative, shall represent D-BE in the absence of D-BE's designated representative or alternate, and all directions given to the project manager shall be binding as if given to D-BE. Owner may require D-BE to replace the project manager whose conduct or performance is unsatisfactory. D-BE shall not change its project manager without Owner's consent unless the project manager is unsatisfactory to D-BE or ceases to be in D-BE's employ. If D-BE's project manager leaves the Project, D-BE shall replace him or her within 24 hours (unless additional time is agreed upon by Owner) with a new, well-qualified project manager acceptable to Owner.

9.3.3 Architect/Engineer: D-BE shall designate in writing a representative who shall be responsible for all Architect-Engineer (A-E) services, as required by law, and is registered by the State of California for the practice of specialized A-E services per the attached Program Requirements

9.3.4 Superintendent(s): D-BE shall provide the services of the superintendent(s) as proposed during original Request for Proposal selection process. A superintendent shall be present at the work site whenever work is in progress including whenever weather conditions necessitate its presence to take measures necessary to protect the work, persons, or property. D-BE's superintendent shall represent D-BE in the absence of D-BE's designated representative, alternate or project manager, and all directions given to the superintendent(s) shall be binding as if given to D-BE. The superintendent must read, write, and speak English fluently. Owner may require D-BE to replace a superintendent whose conduct or performance is unsatisfactory. D-BE shall not change its superintendent without Owner's consent unless the superintendent is unsatisfactory to D-BE or ceases to be in D-BE's employ. If D-BE's superintendent leaves the Project, D-BE shall replace him or her within 24 hours (unless additional time is agreed upon by Owner) with a new, well-qualified superintendent acceptable to Owner.

9.3.5 Emergency Contacts: D-BE shall provide Owner with a list of names and telephone numbers at which D-BE's representative, alternate, superintendent, and other key personnel can be reached during non-working hours in the case of an emergency.

10. GOVERNING LAW AND VENUE – CODE OF CIVIL PROCEDURE SECTION 394

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

The parties specifically agree that by soliciting and entering into and performing services under this Contract, the D-BE shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all work under this Contract is completed, and continuing until the expiration of any applicable limitations period. Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering this Contract, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

11. SIGNATURE REQUIREMENTS

The Contract must be signed by officer(s) authorized to bind D-BE. If documentation demonstrating express Owner is not provided, then the Contract must be signed by those officers with apparent Owner to bind D-BE. If D-BE is a corporation, such signatures must comply with Corporations Code Section 313, as follows:

1) One signature by the chairman of the board, the president, or any vice president; and one signature by the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.

12. ENTIRE CONTRACT

The Contract Documents represent the entire and integrated agreement between Owner and D-BE and supersede all prior representations, statements, or agreements concerning the subject matter of this Contract, whether verbal or written.

GENERAL CONDITIONS

1. DEFINITIONS

As used in the Contract Documents, the following terms shall have the following definitions:

Term	Definition
"day"	Unless otherwise specified within the Contract Documents, all references to any "day" or number of "days" shall mean consecutive calendar days (including all holidays and weekends).
"working day"	Any day within the period between the date of the Notice to Proceed and Owner's acceptance of the work, except: Saturday; Sunday; or any day designated as a holiday by Owner. Notwithstanding the foregoing, any day will be treated as a working day if the Contract Documents require that it be so treated, or D-BE with Owner's approval elects to work on such day.
Abbreviations	The language of specifications and other Contract Documents is of the abbreviated type in certain instances, and implies words and meanings appropriately interpreted. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract so indicates.
Addendum/Addenda	Written or graphic instrument issued prior to the opening of Bids which corrects or changes the Contract Documents.
Allowance	"Allowance" is a portion of the Contract Sum to be used for items to be chosen directly by the Owner installed as part of the Work within the specified GMP.
Application for Payment	D-BE's periodic or one-time claim for payment based on work completed.
Architect-Engineer (A-E)	D-BEs Architect or Engineer of Record for the Project, hired to provide A-E services.
Approve	Where used in conjunction with the Architect or Engineer's response to submittals, requests, applications, inquiries, reports and claims by the D-BE, the meaning of the term "approved" will be held to limitations of the Architect or Engineer's responsibilities and duties as specified in General Conditions. In no case, will "approved" by the Architect or Engineer be interpreted as a release of the D-BE from responsibilities to fulfill requirements of the Contract, nor as any modification to those requirements.
Board of Supervisors	Owner's governing body.
Bulletin	Written or graphic instrument issued prior to the opening of Bids which clarifies or answers general questions about the Contract Documents.
CCR	California Code of Regulations.
Change Order	A modification of the Contract as provided by the "Changes" Section of the General Conditions.
Change Order Request	Owner's request for D-BE to provide a proposal and price/time quote for Owner's desired Change Order, or Owner's description of work to be performed pursuant to D-BE's Request for Change.
Changed Conditions	Site conditions or materials of an unexpected nature or differing from those represented in the Contract Documents as provided by the "Changes" Section of the General Conditions.

Term	Definition
Code Sections	Except where otherwise specified, all statutory references (e.g. "Labor Code" or "Public Contract Code") shall mean those laws enacted by the State of California, as they may be amended.
Construction Schedule	D-BE's initial construction schedule after it has been accepted by Owner and designated as the Project Construction Schedule, and updated by each monthly schedule update.
Contingency Owner's	"Contingency (Owner's)" means a fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the Owner and will be in addition to the project costs included in the CMAR's GMP packages. Use and management of the Owner's Contingency during the construction phase is described in Section 3.2.
Contract	The portion of the Contract Documents, signed by both Parties, that contains the Project name, Contract Price, Contract Time, Liquidated Damages, and other terms and conditions.
Contract Documents	Contract Documents, which together comprise the complete agreement between COUNTY and CONTRACTOR, consist of the following: the Request for Proposal (RFP); Addenda to RFP; this Agreement; the General Conditions; Supplementary General Conditions; the Non-collusion Declaration; Special Provisions; Attachments; Appendices; all County Reference Specifications mentioned in any RFP documents; and all modifications and amendments to the foregoing issued after the date of execution of the Agreement. The Contract Documents also include the Faithful Performance Bond and the Labor and Material Payment Bond unless such bonds are expressly not required for this Project by the Supplementary General Conditions. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Included as the Contract Documents: Model Contract; Attachment A-Section III Program Requirements; Attachment B – Cost/Compensation; Attachment C – Staffing Plan; Attachment D – Major Subcontractor List; Orange County A/E Guide.
Contract Price	The total dollar amount of the Contract identified in the "Contract Price And Time" Section of the Agreement as it may be adjusted in accordance with the "Changes" Section of the General Conditions.
Contract Time	The number of calendar days specified in the "Contract Price And Time" Section of the Agreement that D-BE has to complete the work after the issuance of a Notice to Proceed for GMP 1, as it may be adjusted in accordance with the "Changes" Section of the General Conditions.
Design & Construction Critical Path Schedule	Critical Path Schedule, means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.
Defective Work	D-BE's performance that does not conform to the requirements of the Contract Documents, industry standards, manufacturers' recommendations, or requirements of the "Quality Of Materials And Workmanship" Section of the General Conditions.

Term	Definition
Design-Build Entity	"Design-Build Entity" (D-BE), is used in the State's Public Contract Code section 20133(c)(3) to describe the partnership, corporation, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a design-build contract.
Director	Except where otherwise provided, references to "Director" shall mean the Director of OC Public Works or his or her designee.
Directed, Requested, etc.:	Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by A-E," "requested by A-E," "requested by A-E," and similar phrases. However, no such implied meaning will be interpreted to extend A-E's responsibility into the D-BEs area of construction responsibility.
Division 01 to 39 Specifications	Division 01-39 Specifications: refers to Construction Specification Institute (CSI) format the organization of specifications. CSI is an organization that keeps and changes the standardization of construction language as it pertains to building specifications.
Dust Control Plan	D-BE's plan for compliance with Owner's Fugitive Dust Emission Control Plan in conformance with the SCAQMD Rule 403 (See the "Performance" Section of the General Conditions.)
Emergency/Contingency Plan	D-BE's provisions for handling spills of hazardous, liquid, or nuisance materials prepared in accordance with the "Hazardous Or Contaminated Materials" subsection of the "Performance" Section of the General Conditions.
Engineer or Architect of Record	The California-registered architect or engineer in responsible charge for the design of the Project and whose seal appears on the Plans and Special Provisions.
Final Payment	The last and complete payment by Owner to D-BE under the Contract as provided by the "Payments" Section of the General Conditions.
General Conditions	The portion of the Contract Documents setting forth various conditions and requirements of the Contract.
General Requirements	The provisions of Division 01 (1) CSI sections that shall apply to the entire work.
GMP	Guaranteed Maximum Price
Health and Safety Plan (H&SP)	D-BE's detailed provisions for compliance with all applicable health and safety laws, orders and regulations. (See the "Performance" Section of the General Conditions.)
Liquidated Damages	Damages specified in the "Liquidated Damages" Section of the Agreement, payable to Owner for D-BE's failure to complete the work within the Contract Time.
Lump Sum (LS)	"Lump Sum", "L.S.", or "Job" prices are paid according to a flat total for all labor, materials, overhead, and other costs associated with the work item. (See the "Payments" Section of the General Conditions.)
Manifests	Required documents that identify the generator, transporter, disposal facility and type of hazardous material(s). Manifests include, but are not limited to: documents entitled Uniform Hazardous Waste Manifest(s), Bills of lading, or similar documentation concerning the handling, transportation, and disposal of materials (See the "Hazardous Or Contaminated Materials" subsection of the "Performance" Section of the General Conditions.)

Term	Definition
Notice of Completion	The document recorded by Owner in accordance with Civil Code Section 8182 after completion of the work.
Notice of Termination	Owner's notice to D-BE specifying the effective date of a termination of the Contract (in whole or in part), as provided by the "Termination For Convenience Of Owner" Section of the General Conditions.
Offsite Costs	"Offsite Costs" means the actual costs incurred for the following: work in public right-of-way; utility extension and realignment costs; impact fees.
OWNER	The County of Orange, a political subdivision of the State of California, and its representatives, alternate designation, COUNTY.
OCPW	Orange County Public Works, A County of Orange Agency/Department
Party / Parties	The Owner and/or D-BE.
Plans	The drawings, profiles, cross sections, standard plans, working drawings, and shop drawings, or reproductions thereof, approved by Owner, which show the location, character, dimensions, or details of the Project.
Project	All work performed by D-BE as required by, and in strict accordance with, the Contract Documents.
Project Manager (PM)	The Owner representative identified in the Contract Documents or otherwise specified by Owner in writing.
Request for Change	D-BE's request that Owner issue a Change Order.
Retention	The amount of progress payments withheld by Owner as security for D-BE's complete and proper performance of the Contract as provided by the "Payments" Section of the General Conditions.
Retention Payment	Payment of the Retention in accordance with Public Contract Code 7107 and the "Retention Payment" Section of the General Conditions.
Schedule of Values	Detailed breakdown by discipline or unit prices and costs as defined for the project in the Schedule of Values in the Construction Agreement and its General Conditions, as attached hereto.
Schedule Update(s)	D-BE's monthly update of work progress. (See the "Project Schedules" and "Payments" Sections of the General Conditions.)
Subcontractor(s)	Those D-BEs independently engaged by D-BE to perform portions of the work.
Submittals	Items that the Contract Documents require D-BE to submit to Owner after award of the Contract and issuance of the Notice to Proceed, as provided by the "Submittals" Section of the General Conditions.
Supplementary General Conditions	The portion of the Contract Documents identified describing additions and revisions to the General Conditions setting forth conditions and requirements peculiar to the Project.
Traffic Control Plan (TCP)	D-BE's provisions for coordination of its traffic at the Project site. (See the "Performance" Section of the General Conditions.)
Unilateral Change Order	A Change Order issued by the Owner where Owner and D-BE cannot reach an agreement on a proposed modification to the Contract.

2. ARCHITECT-ENGINEER RESPONSIBILITY

Unless otherwise expressly stated in the Agreement between D-BE and the Owner, the D-BE is responsible to the Owner for the preparation of adequate drawings, specifications, and reports within the scope of the contract. A-E services normally include checking of shop drawings,

equipment submittals and material lists; recommendations to the Owner regarding proposed substitutions; furnishing consultation and advice to the Owner to clarify the intent of the drawings and specifications and on questions that may arise during construction. D-BE shall have access to observe work at all times wherever it is in preparation or progress. D-BE does not have the authority to act for the Owner or to stop work. Should the D-BE observe work which in D-BE's judgment, should be stopped to prevent damage, injury, loss, or error, D-BE should notify the Owner's representative without delay.

3. COMPLIANCE WITH LAWS AND REGULATIONS

D-BE shall strictly adhere to and obey all applicable laws, statutes, codes, ordinances, rules, regulations, tariffs, and orders of any local, State, or federal governmental or regulatory Owner having jurisdiction over the Project. Additionally D-BE shall comply with the agreement between the City of Tustin and Owner, "AGREEMENT BETWEEN THE CITY OF TUSTIN AND COUNTY OF ORANGE RELATED TO A PORTION OF MCAS TUSTIN AND THE ORANGE COUNTY REGIONAL LAW ENFORCEMENT TRAINING CENTER/ANIMAL CARE CENTER" (version 7-12-12), specifically including, but not limited to section 1.7 "Local Requirements".

4. D-BE'S LICENSE

At all times during the term of this Contract, D-BE shall: (a) maintain in good standing all licenses required by the State of California or any other governmental entity for it to perform the work required under the Contract; and (b) comply in all respects with the California D-BEs' State License Law, Business & Professions Code Section 7000, et seq.

4.1 LICENSED SUBCONTRACTOR

Each Subcontractor selected for the work shall be licensed in the State of California in the Subcontractor's particular field.

4.2 COMMUNICATIONS

Communications with Subcontractors shall be made through D-BE except when in emergency situations D-BE is not readily available, in which case detailed instructions shall be transmitted to Subcontractors directly.

4.3 RESPONSIBILITY

D-BE shall give personal attention to the fulfillment of the work and shall keep the work under its control. D-BE shall be equally responsible for all work required by the Contract Documents and the acts and omissions of Subcontractors and all persons directly or indirectly employed by them as D-BE is for D-BE's acts and omissions and of persons directly or indirectly employed by D-BE. D-BE shall indemnify and hold Owner harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor were the D-BE's employee. D-BE shall pay each Subcontractor promptly the amount allowed D-BE on account of such Subcontractor's work to the extent of such Subcontractor's interest therein.

4.4 CONTRACTUAL RELATIONS

Nothing contained in this Contract shall create any contractual relations between Owner and any Subcontractor.

4.5 LISTING AND SUBSTITUTION OF SUBCONTRACTORS

D-BE shall comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et seq. D-BE may not substitute a person or entity in place of any subcontractor listed in a GMP except with Owner's written approval in compliance with the provisions of Public Contract Code Sections 4107 et seq.

5. SCOPE OF DESIGN BUILD RESPONSIBILITY

5.1 Site and Exiting Conditions

5.1.1 D-BE is charged with all information and knowledge that a reasonable D-BE would ascertain from having performed required review, research and analysis as described below and described throughout the Contract.

5.1.2 The D-BE will be responsible for all necessary field investigations needed to confirm and document the existing conditions. D-BE shall perform all testing required to adequately design the project such as: geotechnical investigations, utility surveys, topographic surveys, test borings, hazardous material testing, destructive testing (masonry investigation, concrete cores, and window removals), hydrant flow tests, etc., and review with the County Project Manager.

5.1.3 Using available existing building plans, site plans, geotechnical information, etc., provided by OC Public Works / A&E Project Management, the D-BE shall review existing drawings, reports and documentation that pertain to the project area. The County Project Manager may provide assistance in obtaining additional data.

5.1.4 Make site visit arrangements through the County Project Manager.

5.1.5 Subsurface Conditions:

a) Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been made available for informational purposes; and
b) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been made available for informational purposes.

5.1.6 These reports and drawings are not Specifications but as provided in Existing Conditions reports, D-BE may rely on the information in these reports and drawings. However, D-BE shall independently verify the information provided in the reports and shall prepare or have prepared new and updated reports in developing the design of the Project.

5.1.7 Records of existing structures on or in the vicinity of Site of Work may be supplied in Existing Conditions reports, or may be on file in the Owner's offices and may be examined by D-BE (but subject to the conditions of Existing Conditions reports). D-BE should note that existing structures or facilities may differ from records on file, or may have been altered, and that no representation is made, nor responsibility taken nor warranty given either express or implied, by the Owner as to the accuracy of locations and other data shown on records, except as otherwise provided in the Contract. After contract award, D-BE is to conduct all necessary investigations and become familiar with any and all actual as-built conditions. Compensation for unknown differing site conditions shall be allowed as provided in the Contract.

5.2 DESIGN

5.2.1. D-BE shall provide architectural and engineering design services as set forth below for the Project in accordance with the Request for Proposal (RFP) and Owner’s AE Guide.

5.2.2 The standard of care for all architectural and engineering services performed under this Contract shall be the standard of care and skill ordinarily used by members of the architectural and engineering professions with expertise in the design and construction of public facilities, practicing under similar conditions in Orange County and at the same time as the services performed hereunder.

5.2.3 As the design documents are being prepared, D-BE will keep Owner apprised of the effects of any Owner-proposed changes on the project schedule and/or the Contract total amount. D-BE shall not incorporate any proposed changes into the Drawings unless and until it receives written direction to do so from the appropriate Owner's representative. The Contract Price shall not be changed without a Change Order.

5.2.4. During the course of design and construction, D-BE shall prepare and submit to Owner written Value Engineering Proposals ("VEP") for alternative systems, means, methods, finishes, equipment and the like that satisfy the general design criteria of the Work but result in savings of time or money in constructing or operating and maintaining the Work. Each VEP shall describe the proposed change, identify all aspects of the Work directly or indirectly affected by the change, specify the cost or time savings to be achieved if the VEP is accepted, and detail any anticipated effect on the service life, economy of operation, ease of maintenance, appearance, design or safety standards of the completed Work. Cost and time savings resulting from VEPs will remain in the Contract but will be established as "Reserves" to be applied at the Owner's discretion against the cost and schedule of Change Orders or future phases of Work. Reserves remaining at the end of the Project will be included in the calculation of D-BE's Contingency.

5.3 SCHEMATIC DESIGN

5.3.1. D-BE shall cause to be prepared and furnish to Owner for review, schematic design documents consistent with the D-BE's Proposal and based upon Owner's requirements for the Work. These Documents will be for Owner's use in determining whether the proposed design of the Work is acceptable.

5.3.2 D-BE shall furnish to Owner for review schematic design documents at the 100% completion of Schematic Design. D-BE shall furnish to Owner a detailed schematic design update to the Contract Price prepared on a mutually agreeable basis for the purpose of monitoring project cost.

5.3.3 The Owner shall review and provide written comments to D-BE within fourteen (14) calendar days of receipt of a complete package of schematic design documents. If requested by Owner, D-BE and it's D-BE's Design Professionals will meet with representatives of the Owner to discuss the schematic design documents.

5.4 **DESIGN DEVELOPMENT**

5.4.1**.** Upon Owner's written approval of a schematic design and written authorization from Owner, D-BE shall address all of Owner's comments on the schematic design documents to Owner's satisfaction, and shall cause to be prepared design development documents to fix the size and character of the Work. These design development documents shall be based on the schematic design documents approved by Owner and shall provide the basis for the final design and construction of the Work. D-BE shall highlight in the design development documents the modifications made to address Owner's comments on the schematic design documents.

5.4.2. D-BE shall furnish to Owner a detailed design development update to the Contract Price prepared on a mutually agreeable basis for the purpose of monitoring project cost.

5.4.3 D-BE shall furnish to Owner for review design development documents at 100% completion of the Design Development.

5.4.4 The Owner shall review and provide written comments to D-BE within fourteen (14) calendar days of receipt of a complete package of design development documents. D-BE's Design Professionals shall meet with representatives of the Owner to discuss the design development documents.

1.5 CONSTRUCTION DOCUMENTS AND GMP UPDATES

5.5.1. Upon written approval of the design development documents and written authorization from Owner, D-BE shall address all of the Owner's comments on the design development documents to Owner's satisfaction and cause to be prepared construction documents to fix the size and character of the Work. D-BE shall highlight in the construction documents the modifications made to address Owner's comments on the design development documents. The construction documents shall address Owner-requested changes to Owner's satisfaction.

5.5.2 Following the Owner's AE Guide, the construction documents may consist of drawings, specifications, and other documents (including both paper and electronic data necessary to reproduce such documents). The construction documents shall be consistent with the Owner approved design development documents, provide information for the use of those in the building trades, and include all documents required for regulatory agency approvals.

5.5.3 D-BE shall furnish to Owner for review construction documents at the 60%, 90%, and 100% milestones. These documents are for Owner's use in determining that the design of the Work is being carried out in a manner consistent with the D-BE's Proposal and approved design development documents.

5.5.4 The Owner shall review and provide written comments to D-BE within twenty-one calendar (21) days of receipt of 60% construction document submittals, other submittals will be commented on within fourteen calendar (14) days of receipt of 90% construction documents. D-BE responsible for 100% construction documents including all Owner comments, no additional formal Owner review time is required. Design Professionals will meet with representatives of the Owner to discuss the 60% construction documents. If requested by Owner, D-BE and its Design Professionals will meet with representatives of the Owner to discuss the 90% construction documents.

5.5.5 D-BE will revise the construction documents to address the issues raised by the Owner and will resubmit the construction documents to Owner. D-BE shall provide Owner with schedule for submittal of revised documents a minimum of fourteen calendar (14) days prior to submittal.

5.5.6 D-BE and Owner will continue to review and submit the construction documents until the Owner approves the completed (permit approved) construction documents in writing.

5.5.7 If the Owner discovers any inconsistencies or inaccuracies in the information presented by D-BE, it shall notify D-BE, who shall make appropriate revisions.

5.5.8 The construction documents shall be prepared in accordance with all Legal Requirements, building codes, rules, and regulations. D-BE represents that it has or will have carefully examined the Site and all reports, studies and other documents provided by Owner; has performed all reasonable investigations essential to a full understanding of the difficulties that may be encountered in performing the Work, and will acquaint itself with the conditions under which the Work is to be performed, including without limitation, applicable laws, codes, and other restrictions, local labor conditions, local weather patterns, restriction in access to and from the Site, prior work performed by others on the Site, obstructions, and other conditions relevant to the Work, the Site, and its surroundings. D-BE expressly assumes the risk of the actual site

conditions, known at the time of contract award. If unknown subsurface conditions that impact construction are discovered during DB-E's required testing and investigation to support design and construction, then County will direct DB-E to remediate, if required, through use of contingency funds or issue appropriate contract(s). D-BE will complete the Work for the compensation stated in this Contract and, except as provided elsewhere in this Contract, including any amendments, no claim of limitations that may exist or may arise affecting the Work or of difficulties in performing the Work will be an excuse for any failure or omission by D-BE to fulfill the requirements of the Contract for the agreed price.

5.5.9 Upon Owner's review and approval of the 100% submittal, D-BE shall furnish three (3) full-size printed sets of the final construction documents and specifications to Owner, along with four (4) sets of electronic copies of these materials in a CADD format acceptable to Owner. The CADD documents will be sealed, and all CADD functions shall be active. In addition, D-BE shall establish and maintain an ftp site on the Internet on which all documents will be posted. Each party shall be solely responsible for reproduction and distribution of all drawings, specifications and other documents for its own use and for the use of its separate consultants, D-BEs, suppliers and others as may be applicable.

5.5.10 D-BE shall provide all plans and other documents required to apply for and obtain approval of local and State authorities as may be required for the initiation, prosecution and construction of the Work.

6 INTERPRETATION OF CONTRACT DOCUMENTS

6.1 PLANS AND SPECIFICATIONS

6.1.1 Omissions and Mistakes: D-BE shall call to Owner's attention as soon as identified any omissions in the Contract Documents or mistakes in details of work that are necessary to carry out the intent of the Contract Documents or that are customarily performed. Owner shall promptly notify D-BE in writing of the correction. If warranted, Owner shall issue a Change Order in accordance with the "Changes" Section of these General Conditions. If D-BE makes any adjustment to the work without first receiving the Owner's written correction, such adjustment shall be at D-BE's own risk and expense.

6.1.2 Documents at the Site: D-BE shall keep available at the site for ready reference a complete set of the Contract Documents. D-BE also shall maintain a complete set of approved shop drawings, manufacturers' recommendations and instructions, and copies of all Project correspondence at the site. D-BE shall provide Owner with a set of manufacturers' recommendations and instructions.

6.1.3 "As-Built" Plans at the Site: D-BE shall maintain at the site a complete "As-Built" set of Plans for the Project. D-BE shall update the As-Built Plans each day. D-BE shall make As-Built Plans available to Owner immediately upon request. Any delay by D-BE in providing Owner with access to properly updated As-Built Plans may result in a commensurate delay in Owner's processing of progress payment applications. Prior to final payment, D-BE shall deliver a complete set of the As-Built Plans to Owner in a format acceptable to Owner and suitable for use in preparing a reproducible set of record drawings for the Project.

6.1.4 Deviations: D-BE shall not deviate from the Plans and the dimensions shown therein, whether or not D-BE believes an error exists, without first obtaining Owner's written permission for the deviation.

6.2 PRECEDENCE OF CONTRACT DOCUMENTS

If there is a conflict among Contract Documents, the document highest in precedence shall control.

The precedence shall be:

a) Permits and applicable regulations as may be provided by law or that govern the site;

b) Use of Contingency or Change Orders - in inverse chronological order, and in the same order as specific portions they are modifying (i.e., later-issued language shall take precedence and prevail over earlier conflicting versions or language).
c) Contract;
d) Supplementary General Conditions;
e) General Conditions;
f) Plans;
g) Specifications; and
h) Attachments and Appendices.

Any conflict between Plans and Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

7 PRE-CONSTRUCTION

7.1 D-BE'S PRE-CONSTRUCTION OBLIGATIONS

Prior to beginning construction and again before starting a section of work, D-BE and each subcontractor shall carefully examine all preparatory work that has been executed to receive the work. D-BE shall check carefully, by whatever means are required, to ensure that the work and adjacent, related work, will finish to proper contours, planes, and levels. D-BE shall promptly notify the Owner of any defects or imperfections in preparatory work which will in any way, affect satisfactory completion of his work. Absence of such notification will be construed as an acceptance of preparatory work, and later claims of defects or delays therein will not be recognized. Under no condition shall a section of work proceed prior to preparatory work having been completed, cured, dried, and otherwise made satisfactory to receive such related work. Responsibility for timely installation of all materials rests solely with the D-BE, who shall maintain coordination control at all times. D-BE's or each Subcontractor's commencement of the work of its trade will be interpreted as D-BE's acceptance of existing conditions over which the new work must be placed, installed, or otherwise performed.

8 BONDS, INDEMNITY, AND INSURANCE

8.1 BONDS

8.1.1 Payment and Performance Bonds

Within 10 days after award of the Contract, D-BE shall furnish a payment bond for 100% of the amount of the Contract, in accordance with Civil Code Section 9554, and a performance bond for 100% of the amount of the Contract, guaranteeing the faithful performance of the Contract. D-BE shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price as a result of Change Orders.

The payment and performance bonds must each be issued by a surety that: (i) is authorized by the California Insurance Commissioner to transact surety insurance in the State of California; (ii) has assets exceeding its liabilities in an amount equal to or in excess of the amount of the bonds; and (iii) acts in compliance with Insurance Code Section 12090.

The payment and performance bonds shall be in the form provided with the Instructions to Bidders and are subject to approval by the Owner.

8.1.2 Owner's Right to Replace Surety

If any surety upon any bond furnished in connection with this Contract becomes objectionable to Owner and fails to submit to Owner the documents described in California Code of Civil Procedure Sections 995.660(a)(1) through (a)(4) within the time specified in those Sections, then

D-BE shall promptly furnish such additional security as may be required by Owner to protect the interests of Owner and of persons entitled to make a claim against the payment bond. Failure to furnish such additional security shall constitute a material breach of the agreement.

8.2 INDEMNIFICATION

To the maximum extent allowable by law, D-BE agrees to indemnify, defend with counsel approved in writing by Owner, and hold Owner, its elected and appointed officials, officers, employees, those authorized to act on behalf of the County, including but not limited to consultants or contractor's ("Agent's"), and those special districts and agencies for which Owner's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any loss, injury, liability claims, demands, costs and expenses whether incurred by or made against Owner or County Indemnitees of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by D-BE pursuant to this Contract. This indemnity applies even in the event of County Indemnitees' concurrent fault, except that nothing in this indemnification provision shall be construed to require D-BE to indemnify County Indemnitees for losses caused by County Indemnitees' active negligence, sole negligence, willful misconduct, or defects in design furnished by them.

D-BE's indemnity obligation set forth above shall include but not be limited to all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (1) failure of D-BE to comply with its obligations under the Contract Documents, (2) injury or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in protecting the work; (3) use of materials or other things used or employed in the construction that are not in conformance with the Contract Documents; and (4) any negligent or intentional act or omission by D-BE and any of its respective officers, employees, agents, subcontractors, suppliers, and representatives during the progress of the work or at any time before its completion and final acceptance.

If judgment is entered against D-BE and Owner by a court of competent jurisdiction because of the concurrent active negligence of Owner or County Indemnitees, D-BE and Owner agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

8.3 INSURANCE

Prior to the provision of services under this contract, the Design-Builder (D-B) agrees to purchase all required insurance at D-B's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy. In addition, the general contractor and all subcontractors performing work on behalf of D-B pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for D-B. The General Contractor and Subcontractors shall carry the limits and lines of insurance as indicated in the **Coverage and Minimum Limits** section.

All self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a "0" by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of D-B's current audited financial report. D-B shall be responsible for reimbursement of any deductible to the

insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the D-B and additional insureds.

If the D-B fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

8.3.1 Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

8.3.2 Minimum Policy Limits and Coverage

The policy or policies of insurance maintained by the D-BE shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limit(s)
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence
Professional Liability	$2,000,000 per claims made or per occurrence $3,000,000 aggregate

The policy or policies of insurance maintained by the general contractors shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$5,000,000 per occurrence $10,000,000 aggregate
Contractor's Pollution Liability	$1,000,000 per claims made or per occurrence $2,00,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$5,000,000 limit per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence

The policy or policies of insurance maintained by the subcontractors shall provide the minimum limits and coverage as set forth below:

Coverage	**Minimum Limits**
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 limit per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2) A primary non-contributing endorsement evidencing that the D-B's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO from CG2010 (ed. 11/85).

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

D-BE shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If D-BE's Professional Liability policy is a "claims made" policy, D-B shall agree to maintain professional liability coverage for three years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the D-BE fails to provide the insurance certificates and endorsements within seven days of notification by the Project Manager or the agency/department Facilities division, award may be made to the next qualified D-BE.

County expressly retains the right to require D-B to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify D-BE in writing of changes in the insurance requirements. If D-BE does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to D-BE, and County shall be entitled to all legal remedies.
The procuring of such required policy or policies of insurance shall not be construed to limit D-BE's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor in any way to reduce the policy coverage and limits available from the insurer.

8.3.3 Builder's Risk Insurance

Owner shall secure and maintain Builder's Risk insurance upon the entire Project for new construction amounting to 100% of the insurable value of the Project. The Builder's Risk policy is an All Risk policy, with the exclusion of earthquake and flood risks. D-BE and Subcontractors are included as loss payees, as their interests appear.

The Builder's Risk policy shall not be required to cover any tools, equipment or supplies, unless such tools, equipment, or supplies are part of the Project. D-BE shall be responsible for securing and maintaining appropriate insurance on any tools, equipment, or supplies that are not part of the Project.

D-BE is responsible for the entire deductible amount of any and all Builder's Risk claims against Owner's Builder's Risk policy. The deductible applies per claim, and the deductible shall not exceed $10,000 per claim. Any loss claim under this insurance is to be coordinated with Owner.

Owner and D-BE waive all rights against each other and the Subcontractors, sub-Subcontractors, officers, and employees of each other, and D-BE waives all rights against Owner's separate D-BEs, if any, and their subcontractors, sub-subcontractors, officers and employees for damages caused by fire or other perils to the extent paid by the Builder's Risk insurance, except such rights as they may have to the proceeds of such insurance. D-BE shall require of its Subcontractors and sub-Subcontractors, by appropriate agreements, similar waivers, each in favor of all other parties enumerated in the preceding sentence.

8.4 RESPONSIBILITY FOR DAMAGES OR INJURY

8.4.1 Owner and its officers and employees shall not be liable in any manner for any loss or damage to any portion of the work, any loss or damage to any of the materials or equipment used in the work, or any injury to any person or property by any cause that might reasonably have been prevented by D-BE, its employees, or its Subcontractors. D-BE shall indemnify and defend Owner against any claims or liability under this section pursuant to the "Indemnification Provisions" Section of these General Conditions.

8.4.2 D-BE shall remove and dispose of any waste materials, including soils or other materials that become contaminated directly or indirectly as a result of D-BE's performance under this

Contract, according to the "Hazardous or Contaminated Materials" Section of the General Conditions.

8.4.3 Payment of any penalties, fines, or other liability assessed to Owner by regulatory agencies due to D-BE's or any Subcontractor's action or inaction in performing the work shall be D-BE's sole responsibility.

8.4.4 D-BE shall pay any assessments or damages covered by this Section directly, or, at Owner's discretion, Owner may pay or retain the amount of such assessments or damages and deduct its costs from payments owed or as they become due to D-BE.

9 SCHEDULES, SUBMITTALS, SUBSTITUTIONS, AND INSPECTIONS

9.1 SCHEDULES

9.1.1 Design & Construction Critical Path Schedule:

D-BE will prepare and/or maintain a Design & Construction Critical Path Schedule (Critical Path Schedule), which may include the D-BE's professional opinions concerning: (a) Project milestone dates and the Design & Construction Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subcontracts to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, and (i) a matrix summarizing each parties' responsibilities and roles.
Unless a specific software application is called for elsewhere in the Contract Documents, D-BE shall use Microsoft Project, SureTrak Project Manager, Primavera Project Planner, or other scheduling software acceptable to Owner to configure all schedules. D-BE shall prepare the all schedules using the critical path format and shall allow no less than 10 days for Owner's review of each such submittal. An accepted Design & Construction Critical Path Schedule is a condition precedent to Owner's obligation to make the initial progress payment to D-BE.

The D-BE shall add detail to its previous version of the Critical Path Schedule as new information becomes available and at a minimum monthly to keep it current throughout the design until plans and specifications are complete and project is solely under construction. The Critical Path Schedule shall be updated to reflect the Contract Time as defined in the Contract.

9.1.2 Construction Schedules: As part of construction related GMPs, D-BE shall submit to Owner for Owner's review a Construction Schedule.

Schedule activities shall be of sufficient detail to assure that adequate planning has been done for proper execution of all of D-BE's work. The schedule shall show the sequence, duration, and interdependence of activities required for the complete performance of all of D-BE's work.
D-BE shall include on the Construction Schedule the schedule for submittals, shop drawings, procurement, fabrication, and delivery for major materials and equipment required for the Project. The Construction Schedule in conjunction with the Critical Path Schedule is a condition precedent to Owner's obligation to make the initial progress payment to D-BE.

9.1.3 Weekly Meetings and Look-Ahead Charts: During Construction, D-BE shall participate in weekly meetings with Owner during which the parties shall exchange information regarding the actual progress of construction. Owner and D-BE shall attempt to agree upon quantities and percentages of completion that reflect the actual progress of construction. At each meeting D-BE shall submit 4 copies of a 2-week look-ahead chart. The 2-week look-ahead chart shall include only those activities that will be started, in progress, or completed during the next 2-week period. The format of the look-ahead chart shall be subject to Owner's approval.

9.1.4 Monthly Construction Schedule Updates: Each month, D-BE shall submit to Owner for its review an update of the Construction Schedule. The monthly Schedule Update shall reflect agreed assessments of actual completion reached during weekly meetings. If Owner and D-BE cannot agree, then D-BE shall use Owner's assessment of actual progress to prepare the Schedule Update. D-BE's monthly Schedule Update shall include: (a) a diagram showing the target versus actual dates for each activity; (b) an updated critical path method report; and (c) a narrative report that includes, but is not limited to, a description of problems, current and anticipated delays and their causes, impacts of delays, and corrective actions that D-BE has taken or proposes to take to overcome problems and recover from delays. D-BE shall identify any events that will delay the completion of an interim milestone or the completion of the overall Project in the monthly Schedule Update. On Owner's acceptance of the monthly Schedule Update, it shall become the current accepted Construction Schedule. Any request for an extension of the Contract Time must be based on the accepted Construction Schedule. The submission of an acceptable monthly Schedule Update will be part of the basis of the progress payment and shall be a condition precedent to Owner's obligation to make such progress payment to D-BE.

9.1.5 Recovery Schedule: If any activity on the critical path is more than 7 days behind the accepted Construction Schedule and it appears that D-BE may not complete all work within the Contract Time, then Owner may require D-BE to submit a recovery schedule demonstrating its proposed plan to make up all lost time and complete the Project within the Contract Time. D-BE shall submit its recovery schedule within 7 calendar days of Owner's request. If Owner finds the proposed recovery schedule unacceptable, it may require D-BE to submit a revised plan or to take actions that are, in Owner's judgment, necessary to recapture lost time, including but not limited to increasing: (a) manpower; (b) the number of working hours per day; (c) the shifts per working day; (d) the number of working days per week; (e) the amount of equipment; or (f) any combination of the foregoing. D-BE's entitlement to additional compensation, if any, will be determined in accordance with the provisions of the "Changes" Section of the General Conditions.

9.2 SCHEDULE OF VALUES

Within 14 calendar days of the issuance of the Notice to Proceed, D-BE shall submit a proposed Schedule of Values for Owner's review and approval of GMP 1 and draft total Contract Price line items. The Schedule of Values shall include sufficient detail and be supported by sufficient data as Owner, in its sole discretion, may deem necessary to substantiate its accuracy and to evaluate progress at any point in the Project. The Schedule of Values shall include the general categories noted in the GMP, subdivided into their various components for the costs of design, trade subcontractors' services, labor, and material based when possible upon actual subcontract, purchase order, or vendor prices. Subdivisions of work should be described by easily identifiable and measurable units. Schedule of Values to be updated and resubmitted for Owner's review and approval within 14 calendars of issuance of Notice to Proceed for each GMP.

The data from the Schedule of Values shall be transferred and correspond directly to the appropriate construction activities on Construction Schedule. Owner will accept the Schedule of Values with review of the Construction Schedule. The Schedule of Values along with the Construction Schedule will be the basis for D-BE's Progress Payment Request and therefore, must be reviewed by Owner before the first Progress Payment Request is submitted to Owner.

To substantiate the accuracy of the Schedule of Values, Owner and D-BE may review such supporting data as Owner may require which includes, but is not limited to, subcontractor contracts, material contracts, supply and services contracts, etc.

9.3 D-BE'S CONSTRUCTION SUBMITTALS

9.3.1 General: Include within the Construction Schedule a schedule for construction submittals ("submittal schedule") in accordance with Contract Time and Contract Document requirements. When the Contract Documents require a Submittal, D-BE shall not furnish or fabricate any materials or equipment and shall not perform any work covered by the Submittal until Owner has received said submittal. In a transmittal letter that accompanies each Submittal, D-BE shall call to Owner's attention any deviations from the Contract Documents. D-BE shall furnish all materials and perform all work for which Submittals are required in accordance with the Submittals that Owner has reviewed and has taken no exception.

D-BE shall prepare and submit a progress schedule for himself, each subcontractor and supplier, showing anticipated dates for submittals of construction data. Schedule shall allow for lead time required for subcontractors, material and equipment manufacturers, fabricators and suppliers, delivery of materials and equipment, in sufficient time for installation without delaying any portion of the work.

9.3.2 Owner Review Responsibility: Owner has no obligation or responsibility in review of construction data for accuracy. Owner may verify construction data for compliance with Owner approved requirements. Owner's review of a Submittal shall not relieve D-BE from responsibility for any errors or omissions in the Submittal or from any performance requirements of the Contract Documents.

9.3.3 Construction Data: D-BE shall provide for Owner review all construction data and such other data as required for the coordination of the work of the D-BE and each of his subcontractors, whether such submittals are requested.

9.3.4 Submittal Requirements: D-BE shall submit to Owner one (1) hard copy and one (1) electronic copy of all submittals required by the Contract Documents, including but not limited to: shop drawings, working drawings, descriptions of materials and equipment to be supplied, samples, supporting information, and other submittals (collectively "Submittals"). All submittals shall be provided at D-BE's expense. D-BE shall carefully review each Submittal before delivering it to Owner. D-BE shall provide a signed, dated transmittal letter with each Submittal certifying that the Submittal is correct and in strict conformance with the Contract Documents.

9.3.5 D-BE's A-E Review: D-BE's AE shall review all submittals to check for general conformance with the project design concept and general compliance with the Contract Documents. Responsibility shall be assumed by D-BE for any of the following:

(1) Correctness of dimensions, details, quantities, or procedures indicated on the submittals.
(2) Any violation indicated on shop drawings, or other construction data, of local, county, state or federal laws, rules, ordinances, or rules and regulations of commissions, boards or other authorities or public utilities having jurisdiction.
(3) Any deviation made from Contract Documents requirements, even with approval from the Owner, will not relieve the D-BE from any responsibility for errors or omissions in the construction data.

9.3.6 Review of construction data submittals will only be performed as specifically required in the various Specification Sections.

9.3.7 Review of a separate item shall not indicate approval of an assembly in which the item functions.

9.3.8 Review of shop drawings will be general, for design, arrangement and appearance only, and shall not relieve D-BE of responsibility for accuracy of such shop drawings, dimensions, proper fitting, construction of work, providing materials required by the Contract Documents, even though such materials and their installation are not indicated on shop drawings. Review of shop drawings shall not be construed as approving departure from Contract requirements or as acceptance of any responsibility by Owner for any errors, omissions, or discrepancies shown thereon.

9.3.9 Working Drawings: Working drawings are drawings showing details not shown on the Plans, which details D-BE must design. D-BE must prepare working drawings of a sufficient size and scale to show clearly all necessary details. D-BE shall ensure that when required by California law or the Contract Documents, working drawings are prepared by engineers holding valid professional licenses in the applicable engineering discipline.

9.3.10 Shop Drawings: Shop drawings are drawings showing details of manufactured or assembled products that D-BE proposes to incorporate into the work. D-BE shall submit the shop drawings required by the Contract Documents.

9.3.11 Shop Drawing Variations:

(1) If shop drawings show variations from Contract Documents because of standard shop practice, questions, or any other reason, make specific mention of variations in transmittal letter to the Owner as well as encircle variations or questions on shop drawings to identify and call them to the Owner's attention.

(2) If the D-BE has not notified the Owner in writing of variations, deviations or omissions, the D-BE will be required, at its sole expense, to repair, replace, furnish whatever materials are required, perform the work, including adjacent work of other trades affected thereby, necessary to rectify such deviations and variations, all as directed by Owner. Replacement and repair shall be mandatory in such instances, even though this occurs after shop drawings have been stamped "Review Completed" and the work in question has been completed. All work pertaining to this condition or situation shall be performed at no additional cost to the Owner.

9.3.12 Samples:

(1) Samples shall be the precise item proposed to be furnished.

a. Submit one sample to be retained on project site, one to be retained by Owner, plus the number required by the D-BE for his and his subcontractor's use.

(2) Identify each sample with the manufacturer's name, model number or type, and its intended location in the work.

(3) Samples of value will be returned to the D-BE for use in the work after review by the Owner.

(4) Failure of samples to conform to specific requirements may, at Owner option, constitute a bar against submission of other samples by the same manufacturer, vendor or supplier.

(5) Acceptance of samples will not preclude rejection, prior to final acceptance of completed work, of any material upon discovery of defects in material which said sample failed to represent, even though such material or equipment has been installed or erected in place.

(6) After samples have been reviewed, no change in brand or make will be permitted unless satisfactory written evidence is presented, to the Owner, that the manufacturer cannot make scheduled delivery of approved material, or that material delivered has been rejected and substitution of an alternate material is an urgent necessity, or that other conditions are apparent which indicate acceptance of such substitute materials to be in the best interest of the Owner.

(7) All samples of materials requiring laboratory tests shall be tested sufficiently in advance of the time they are required to be delivered to the Project Site for: (1) D-BE's review of test results, (2) re-testing and re-submittal as necessary to obtain D-BE's acceptance, (3) manufacture or fabrication, and (4) delivery to Project Site without delaying the scheduled progress of the work.

(8) Each sample shall have physically attached to it, in a manner not easy removable, a label bearing the following information:

a. Project identification.

b. D-BE's and subcontractor's identification.

c. Sample identification including full information as to manufacturer, model, catalog number, finish number, and other required information.

d. Space for D-BE's A-E's review stamp.

(9) When samples are rejected by the D-BE's A-E, submit new samples immediately after notification of rejection, and mark them "Resubmitted Samples," in addition to other information required on label.

(10) The right to require additional submission of samples of any materials or material lists is reserved, whether or not specifically mentioned in Specifications.

9.3.13 Supporting Information: Supporting information is information required by the Contract Documents or requested by Owner when reviewing a submittal that Owner determines is necessary to analyze and verify that the submittal conforms to the Contract Documents or will be needed by Owner to operate and maintain a manufactured product or system to be constructed as part of the work. D-BE shall submit supporting information for a system bound together and include information about all manufactured items for the system. Unless otherwise specified in the Contract Documents, supporting information shall comply with applicable requirements of the Specifications and shall include but not be limited to the following:

(1) List of Subcontractors;

(2) List of Materials;

(3) Manufacturer's certifications that materials to be supplied meet the requirements of the Contract Documents, where the Contract Documents allow such certifications or Owner waives materials testing requirements. Owner may require materials test data as part of the certification;

(4) Data including but not limited to catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information may be required for irrigation systems, street lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

9.4 SUBSTITUTIONS – BRAND OR TRADE NAMES

9.4.1 Unless Owner has made a finding under Public Contract Code Section 3400(c), whenever the Contract Documents specify any materials, products, things, or services by brand, trade, or proprietary name, by patent, or by manufacturer, such specifications shall be deemed to be a measure of quality and utility or a standard and shall be deemed to be followed by the words "or equal".

9.4.2 If D-BE desires to use any other brand or manufacturer of equal quality, performance, and utility to that specified, it shall apply to Owner in writing within 15 days after the approval of the related GMP. D-BE shall submit to Owner 6 copies of each application for an "or equal" determination. D-BE's application shall include all information required for Owner to evaluate the substitute items, including but not limited to shop drawings, product data, and certified test results.

9.4.3 D-BE shall have the item tested as required by Owner to determine that the quality, strength, performance, physical, chemical, or other characteristics including but not limited to durability, finish, efficiency, dimensions, service, suitability, and compatibility with Owner's operations are such that the item will be equal in quality and utility to the item specified. D-BE'S written application constitutes its representation that:

9.4.3.1 D-BE has investigated the proposed item and determined that it meets or exceeds in all respects the quality, performance, and utility of the specified item.

9.4.3.2 D-BE will provide the same warranty as for the specified item.

9.4.3.3 D-BE will coordinate installation and make such modifications, which may be required for the work to be complete in all respects, with no addition to the Contract Time or the Contract Price.

9.4.3.4 D-BE waives all claims for reimbursement for additional costs which may subsequently become apparent by reason of the acceptance and use of such "or equal" materials, equipment, products, processes, or articles.

9.4.4 Owner will then determine, in its sole discretion, whether or not the proposed materials, products, things, or services are equal in quality, performance, and utility to those specified, and its decision shall be final and binding. D-BE shall not use or install any materials, products, things, or services proposed as "or equal" without Owner's prior approval. D-BE shall remain solely responsible for the suitability of such proposed material, products, things, or services notwithstanding any determination by Owner. D-BE shall bear all expenses associated with its application for determination of "or equal" status.

9.4.5 Any request by D-BE to change materials, products, things, or services required by the Contract Documents that does not fall within the above provisions relating to Public Contract Code Section 3400 shall be considered pursuant to the "Changes" Section of these General Conditions. Owner will determine, in its sole discretion, whether or not to accept the requested change.

10 PAYMENTS

10.1 PAYMENT REQUIREMENTS

10.1.1 Form and Contents of Applications for Payment: D-BE must submit applications for payment on a form approved by Owner.

Each application for payment must include:

a) An accepted Schedule of Values and monthly Schedule Update with a narrative report (if requested), all approved in writing by Owner and all developed in accordance with the "Schedules, Submittals, Substitutions, And Inspections" Section of the General Conditions. D-BE's submissions of an Accepted Construction Schedule, monthly Schedule Updates, and Schedule of Values are conditions precedent to Owner's processing of applications for payments;

b) Photographic documentation of completed work (as requested);

c) If requested, D-BE shall provide three copies of certified payrolls from D-BE and all Subcontractors for the period covered by the application for payment, with one copy having all pertinent information visible and two copies having the workers' names, addresses, and social security numbers blacked out;

d) Evidence satisfactory to Owner that D-BE is fulfilling its obligations under the Contract Documents with respect to preparing daily reports and maintaining up-to-date As-Built Plans;

e) Conditional waivers and releases on progress payment or final payment (as applicable) from D-BE, those Subcontractors of any tier, and those suppliers claiming funds covered by the application for payment, and unconditional waivers and releases on progress payment or final payment from D-BE, those Subcontractors of any tier, and those suppliers who received funds through the preceding applications for payment, all in the form prescribed by Civil Code Sections 8120 through 8138; and

f) Any other administrative documentation as agreed upon. The application for payment shall show the total value of work completed or partially completed as of the date of submission of the application for payment. At Owner's sole discretion, the value of the work completed may include up to 50% of the value, as determined by Owner, of: (i)

material delivered to the Project site and not yet incorporated into the construction; and/or (ii) materials delivered to D-BE and stored at locations other than the Project site, provided that D-BE furnishes Owner satisfactory evidence that D-BE has acquired title to the materials, the materials will be used on the Project, the materials are properly stored at a secure off-site location acceptable to Owner, and the materials at each storage location are segregated from any other materials there that are not intended for use on the Project. Owner will not pay D-BE for any materials at the Project site that are furnished but are not to be incorporated into the work.

Owner reserves the right to adjust a payment application if a prior payment application is determined to have been overstated or understated.

10.1.2 Lump Sum Work and Unit Prices: Owner shall pay for work shown on the Schedule of Values as "Lump Sum", "L.S.", or "Job" at the lump sum price shown. Any contract work for which a unit price has been agreed upon, will be paid for at the actual quantities constructed in accordance with the Contract Documents. Upon completion of the work, if the actual quantities show either an increase or decrease from the quantities stated in the agreement, the unit price stated will apply unless a change to the unit price is warranted under the "Changes" Section of the General Conditions.

10.1.3 Allowances: Payment for any Allowance identified in the Bid Schedule shall be for direct cost reimbursement only, unless the Bid Schedule identifies it as a "Time and Materials" or "T&M" item. Reimbursable direct costs shall be verified by invoices and shall include any amounts paid to third parties, and do not include markups, including but not limited to supervision, labor, overhead, or profit related to the item. Payment for Allowances based on T&M pricing shall be proposed by D-BE subject to Owner's acceptance using the same criteria and proposal breakdown as that specified in the “Time-and-Materials Change Orders” subsection of the “Changes” Section of the General Conditions. Any work to be performed in connection with any Allowance identified in the Bid Schedule must first be approved in writing by Owner. Any costs that exceed the maximum amount of any Allowance line item shall be addressed as a change to the Contract consistent with "Changes" Section of the General Conditions, but in such event there shall be no markup for overhead and profit on the additional actual costs. Upon completion of the Project, each Allowance will be corrected for unused balances and a credit to the Contract Price will be issued by Change Order to reflect the actual sums authorized for work as Allowance items.

10.1.4 Time for Submitting and Reviewing Applications for Payment: D-BE shall submit each application for payment to Owner for its review on the last business day of the month for which it is seeking payment. Owner will review the application for payment as soon as practicable and, no later than 7 days after receiving it or as provided by Public Contract Code Section 20104.50, will return to D-BE any application for payment that Owner determines is not a proper application for payment suitable for payment along with a written explanation of the reasons why the application for payment is not proper. The grounds on which the Owner may conclude the application for payment is not proper and not suitable for payment include, but are not limited, to: (i) the application is missing documents required under the preceding Section "Form and Contents of Applications for Payment"; (ii) the application does not accurately reflect the progress of the work; (iii) the quality of the work is not in conformance with the requirements of the Contract Documents; (iv) D-BE has failed to remedy defective work; (v) there are third party claims filed against Owner arising out of D-BE's work; (vi) D-BE has failed to make payments properly to subcontractors and suppliers; (vii) D-BE has damaged Owner's property or the work by or property of Owner's separate D-BEs; (viii) D-BE has repeatedly failed to carry out the work in accordance with the Contract Documents; or (ix) there is reasonable evidence that D-BE will not complete the work within the Contract Time and that the unpaid balance of the Contract Price would not be adequate to cover the Liquidated Damages for the anticipated delay.

10.1.5 Progress Payments: Within 30 days of receiving an undisputed, properly completed application for payment, or as provided by Public Contract Code Section 20104.50, Owner shall pay to D-BE

a sum equal to 95% of the value of the work completed since the commencement of the work, less all previous payments. Owner shall hold 5% of the value of the work completed as Retention until the Retention Payment is made pursuant to Public Contract Code Section 7107. D-BE may be entitled to interest pursuant to Public Contract Code Section 20104.50 if Owner fails to timely make any progress payment. No progress payment by Owner shall be considered to be Owner's acceptance of any part of the work.

10.1.6 Retention Payment: Payment of the Retention amount will be made in accordance with Public Contract Code Section 7107. If the Retention Payment is made before D-BE has complied with all of its obligations under the Contract, then payment of Retention shall not be interpreted as Final Payment, and shall not relieve D-BE of its obligations under the Final Payment provisions.

10.1.7 Final Payment: The Final Payment, if unencumbered, or any part thereof unencumbered, shall be made no later than 60 days after D-BE completes the work and submits an application for Final Payment in proper form and suitable for payment. D-BE's work will not be complete until D-BE has delivered: (i) As-Built Plans suitable for use in preparing a reproducible set of record drawings for the Project; (ii) all operations and maintenance manuals; (iii) manufacturers', suppliers', and installers' warranties, guarantees, instruction sheets, and parts lists; and (iv) any other documents or information required by the Contract Documents as a condition to completion of the work.

D-BE's application for Final Payment shall include:

10.1.8 D-BE's affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project have been paid or otherwise satisfied by D-BE; and

10.1.9 Conditional waivers and releases on Final Payment in the form prescribed by Civil Code Section 8136 from D-BE, its Subcontractors of any tier, and its suppliers who will receive funds from the Final Payment, listing with specificity any and all claims under or arising out of the Contract or the Project that remain unsettled.

10.2 SUBSTITUTED SECURITY

In accordance with Public Contract Code Section 22300 and at the request and expense of D-BE, Owner will accept securities equivalent to any amount withheld by Owner to ensure complete and proper performance under the Contract Documents, including the amount withheld as Retention under the “Payments” Section of the General Conditions. Substituted securities must meet the requirements of Public Contract Code Section 22300 and shall be deposited with Owner or with a California or federally chartered bank in California as escrow agent. The securities shall be held by the escrow agent subject to a written escrow agreement between Owner, D-BE, and escrow agent, which agreement shall be in a form substantially similar to that contained in Public Contract Code Section 22300.

10.3 WAIVER OF CLAIMS

Unless a shorter time is specified elsewhere in the Contract, on or before making its application for Final Payment, D-BE shall submit to Owner in writing all claims for compensation under or arising out of this Contract. D-BE’s acceptance of Owner’s payment in response to D-BE’s application for Final Payment shall constitute a waiver of all claims against Owner under or arising out of this Contract except those previously made in writing and identified by D-BE as unsettled at the time of D-BE’s application for Final Payment.

11 LABOR AND PUBLIC CONTRACT CODE REQUIREMENTS

D-BE and all Subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract, including but not limited to the following:

11.1 WAGE RATES

D-BE and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. D-BE shall post all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of this Contract. Copies of these rates are on file at the principal office of Owner's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, D-BE and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

11.2 WAGE RATE PENALTY

D-BE and any Subcontractor(s) shall comply with the provisions of Labor Code Section 1775. D-BE and any Subcontractor(s) shall be subject to a penalty in an amount up to $200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the D-BE or Subcontractor(s) under the Contract.

11.3 WORK HOUR PENALTY

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein. D-BE shall forfeit to Owner $25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by D-BE or by any Subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815.

11.4 REGISTRATION WITH CALIFRNIA DEPARTMENT OF INDUSTRIAL RELATIONS

D-BE and all required Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of D-BEs pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

11.5 PAYROLL RECORDS

D-BE and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.
The requirements of Labor Code Section 1776 provide in part:

11.5.1 D-BE and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by D-BE or any Subcontractor(s) in connection with the work.

11.5.2 Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

11.5.3 The information contained in the payroll record is true and correct.

11.5.4 The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

11.5.5 The payroll records shall be certified and shall be available for inspection at the principal office of D-BE on the basis set forth in Labor Code Section 1776.

11.5.6 D-BE shall inform Owner of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

11.5.7 Pursuant to Labor Code Section 1776, D-BE and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that D-BE or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to Owner, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. D-BE acknowledges that, without limitation as to other remedies of enforcement available to Owner, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due D-BE. D-BE is not subject to a penalty assessment pursuant to this Section due to the failure of a Subcontractor to comply with this Section.

11.6 APPRENTICES

11.6.1 Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Section 1777.5. D-BE shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

11.6.2 D-BE and all Subcontractor(s) shall comply with Labor Code Section 1777.6, which forbids discriminatory practices in the employment of apprentices on any basis listed in Government Code Section 12940 (described in the “Nondiscrimination” Section of the General Conditions), except as provided in Labor Code Section 3077.

11.6.3 D-BE shall comply with all requirements of California Public Contact Code Section 22164 (c) regarding the use of a skilled and trained workforce.

11.7 NONDISCRIMINATION

In the performance of the Contract, D-BE shall neither engage in nor permit its Subcontractors to engage in discrimination against any employee or applicant for employment on any basis listed in California Government Code Section 12940, including but not limited to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, as those bases are currently defined in Government Code Sections 12926 and 12926.1, or as they may be modified. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

11.8 SUBCONTRACTOR BIDDING AND APPRENTICES

11.8.1 D-BE shall comply with Public Contract Code Section 22166 for the award of subcontracts exceeding one-half of one percent of the contract price allocable to construction work.

11.8.2 D-BE shall comply with Public Contract Code Section 22164 regarding the use of a skilled and trained workforce.

12 WARRANTY / GUARANTEES

12.1 WARRANTY

D-BE warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers' and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in strict conformance with the requirements of the Contract Documents, industry standards, and manufacturers' recommendations. Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by D-BE, improper operation or maintenance, or normal wear and tear.

12.2 ONE-YEAR CORRECTION PERIOD

For a period of not less than one year from the date Owner accepts D-BE's work, as evidenced by a Notice of Completion issued by Owner, D-BE shall take immediate action to correct any Defective Work reported by Owner orally or in writing. D-BE shall initiate corrective action on Defective Work affecting use of a facility, safety, or preservation of property within twenty-four (24) hours after notification. D-BE shall initiate corrective action on other Defective Work within ten (10) calendar days after notification. If D-BE fails to initiate corrective action within the specified times or fails to complete the corrective work within a reasonable time, Owner may take whatever corrective action it deems necessary. All costs incurred by Owner because of D-BE's failure to correct Defective Work during the one-year correction period shall be due and payable immediately by D-BE. The one-year correction period relates only to the specific obligation of D-BE to return to the Project site and correct Defective Work. The one-year correction period does not establish a period of limitations with respect to any of D-BE's other obligations under the Contract Documents, including but not limited to D-BE's warranty, and it has no relationship to the time within which Owner may seek to enforce the D-BE's obligation to comply with the Contract Documents or to the time within which proceedings may be commenced to establish the D-BE's liability with respect to any of the D-BE's obligations.

12.3 MANUFACTURERS' AND INSTALLERS' WARRANTIES

All manufacturers' and installers' warranties received by D-BE shall be assignable to Owner, and upon abandonment, termination, or completion of the Agreement shall be deemed, and hereby are, assigned to Owner. D-BE shall take all actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of Owner and shall take no action that would impair Owner's rights under any such warranties. Before Owner's acceptance of the work, D-BE shall deliver to Owner manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

12.4 SURVIVAL

All of D-BE's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute Owner's acceptance of work not performed in accordance with the Contract Documents nor relieve D-BE of liability with respect to its warranty obligations or for Defective Work.

13 PERFORMANCE

13.1 OTHER CONTRACTS

Owner may undertake or award other contracts for simultaneous, collateral, or additional work adjacent to or within the work site. D-BE shall fully cooperate with such other contractors and

Owner, and carefully fit D-BE's own work to such other work as may be directed by Owner. D-BE shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, or additional work by others. D-BE shall not commit or permit any act that will interfere with the performance of work by Owner or any other contractors, and shall cooperate in the coordination of its separate activities in a manner that shall not interfere with Owner's current facility operations and the activities of other contractors working in the area. D-BE shall include in its Bid all costs involved as a result of coordinating its work with others. If necessary for coordination purposes, D-BE shall redeploy its forces to other parts of the work.

13.2 PROTECTION

13.2.1 D-BE shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. D-BE shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety and Health. D-BE shall also be responsible for all materials delivered and work performed until completion and acceptance of the Project, except for any completed unit of construction that Owner may have previously accepted.

13.2.2 D-BE shall maintain continuously adequate protection of all work from damage and shall protect Owner's personnel, invitees, and property from damage, injury, or loss arising in connection with this Contract. D-BE shall make good any such damage, injury, or loss. D-BE shall adequately protect adjacent property and shall maintain reasonable security of the site at all times. D-BE shall limit visitors to the site to those necessary for construction and inspection. Visitors for other purposes shall be referred to Owner. D-BE's and Subcontractors' employees shall possess means of identification at all times as required by Owner while on the job site.

Security of the D-BE's material, equipment, work product and work site is the D-BE's responsibility.

Employment of a security guard for any time period (working hours or other than working hours), shall be left to the discretion of the D-BE. The D-BE shall be fully responsible for any theft or damage to any material, equipment or to any portion of the building, work, or site.

13.2.3 Owner may notify D-BE of any noncompliance with the foregoing provisions and the action to be taken. D-BE shall, after receipt of such notice, immediately correct such conditions. Such notices shall be deemed sufficient for said purpose when delivered to D-BE or D-BE's representative at the work site. Failure of receipt of such notice from Owner shall not relieve D-BE of responsibility for safety.

13.2.4 If D-BE fails or refuses to comply promptly, Owner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or additional compensation to D-BE. D-BE will be responsible for ensuring that D-BE's Subcontractors and suppliers comply with the provisions of this Section.

13.2.5 In an emergency affecting the safety of persons, the work, or of adjoining property, D-BE without special instruction or authorization from Owner, is hereby permitted to act at D-BE's discretion to prevent such threatened loss or injury. D-BE shall so act if directed by Owner. Any claim for additional compensation by D-BE on account of emergency work shall be determined as set forth in the "Changes" Section of these General Conditions.

13.4 FENCES AND BARRICADES

A. Furnish, erect and maintain all fences and barricades required by local ordinances, or public safety and necessity until completion of the project.

B. Barricades to protect pedestrians from building construction shall be constructed of ½" painted (two coats) plywood and shall be free from projecting nails, boards or other hazards. The D-BE shall maintain barricades free from graffiti.

C. No signs, other than those specified, shall be erected without the written approval of the Owner.
D. Remove construction fences, barricades, and other related temporary construction upon completion of work, or sooner if authorized or required to maintain Project progress.

13.5 PROJECT SIGN & NOTICE

A. No signs or advertisements will be permitted on the Project site, except with the express permission of Owner's Project Manager.
B. At every door and barricade separating the project work and staging areas from areas not included in the project work area, the D-BE shall provide, install and continuously maintain a construction warning sign. The 11 inch by 17 inch construction warning sign shall be approved by Owner's Project Manager and shall be plastic laminated on heavy cardstock and shall be securely affixed at eye level to the door or barricade.
C. D-BE (if required) shall furnish and install one 4 foot by 8 foot Project sign to be located at the Project site and shall contain the following information:
D. County Logo (in color, graphics to be provided)
E. Board Of Supervisors (list of 5 supervisors and district)
F. Facility & Project Name: OC Animal Care
G. County Of Orange
H. Architect-Engineer: TBD
I. D-BE - TBD
J. D-BE shall submit sign layout and proposal exact location for review and approval by the Owner's Project Manager.
K. Mounting: Mount on 2 each 4 inch by 4 inch posts. Posts shall extend a minimum of 36 inches below grade and extend a minimum of 8 feet-0 inches above finish grade. The sign shall be mounted by concealed fasteners with the base of the sign 1 foot-4 inches above finish grade. The posts shall be pressure treated wood, primed and partial whitened.

13.6 QUALITY OF MATERIALS AND WORKMANSHIP

13.6.1 D-BE shall perform all work required by the Contract Documents in a skillful, good, and workman like manner and in strict conformance with the Contract Documents. All materials and equipment furnished by D-BE shall be new and of good quality, unless otherwise required by the Contract Documents. See Section 01400, Quality Requirements for additional requirements.

13.6.2 D-BE shall supervise and direct the work using its best skill and attention. All labor shall be performed by individuals specially skilled in the kind of work required. D-BE shall at all times enforce strict discipline and good order among its employees and those of its Subcontractors of any tier. D-BE shall not employ for the Project any unfit person or anyone not skilled in the assigned task or otherwise unfit. D-BE shall immediately remove from the Project any person that Owner determines, in its sole discretion, is unfit or behaving in an unsatisfactory or unacceptable manner. Persons so removed shall not thereafter be reassigned to any portion of the Project without Owner's written approval, which may be granted or withheld in Owner's sole discretion.

13.6.3 D-BE shall, without charge, replace any material or correct any work found by Owner not to conform to the requirements of the Contract Documents, unless Owner consents to accept such material or work along with a commensurate reduction in the Contract Price. D-BE shall promptly segregate and remove rejected material from the work site.

13.6.4 If D-BE does not promptly replace rejected material or correct rejected work, or immediately remove persons who are unfit or behaving unacceptably, Owner may: (1) by contract or otherwise replace such material or correct such work and charge the cost thereof to D-BE, including but not limited to by deducting the cost from amounts due or to become due to D-BE; or (2) terminate D-BE's right to proceed in accordance with the "Termination For Cause" Section of the General Conditions.

13.7 SURVEYING

13.7.1 D-BE shall notify Owner at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes, and benchmarks. D-BE shall not disturb survey monuments, lot stakes, or benchmarks without the consent of Owner, and shall bear the expense of replacing any that may be disturbed without such consent. Replacement shall be done only under the direction of Owner by a Registered Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, D-BE shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise instructed by Owner. D-BE shall preserve construction survey stakes and marks for the duration of their usefulness, and will bear the expense of any survey stakes that are lost or disturbed and need to be replaced.

13.7.2 D-BE shall notify Owner in writing at least 7 days before survey services will be required in connection with the laying out of any portion of the work. D-BE shall dig all holes necessary for line and grade stakes. Unless otherwise specified in the Contract Documents, stakes will be set and stationed by Owner for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

13.7.3 All work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to Owner. In the absence of such report, D-BE shall be responsible for any error in the grade of the work. Grades for underground conduits will be set at the surface of the ground. D-BE shall transfer them to the bottom of the trench.

13.7.4 Surveying by D-BE shall conform to the quality and practice required by Owner.

13.8 UTILITIES

13.8.1 Location: Owner will provide D-BE with copies of documents which describe the location of known utility substructures, or will indicate in the Plans or Special Provisions those substructures (except for service connections) that may affect the work, as maybe known by Owner. The removal, relocation, abandonment, or installation of utilities shall be in accordance with the applicable provisions of the Contract Documents. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, D-BE shall assume that every property parcel or facility adjoining the Project will have a service connection for each type of utility. D-BE shall determine the location and depth of all utilities, including service connections, which may affect or be affected by its operations. Pursuant to Government Code Sections 4216 et seq., D-BE shall contact the appropriate regional notification center(s) and shall obtain an inquiry identification number at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation.

13.8.2 Protection: D-BE shall not interrupt the service function or disturb the support of any utility without with appropriate coordination. Valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff. Where protection is required to ensure support of utilities located as shown on the Plans, D-BE shall furnish and place the necessary protection at its expense. Permanent improvements installed in proximity to any utilities shall be constructed in a manner that will not impair the physical integrity, use, or ongoing maintenance of those utilities.

13.8.3 Removal: Unless otherwise specified in the Contract Documents, D-BE shall remove all interfering portions of utilities represented in the Plans or Special Provisions as "abandoned" or "to be abandoned in place." Before starting removal operations, D-BE shall ascertain whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the related GMP for the items of work necessitating such removals.

13.9 TRAFFIC CONTROL

13.9.1 D-BE shall coordinate its traffic at the site with Owner. D-BE shall submit an acceptable plan Traffic Control Plan (TCP) to Owner within 10 days after the Notice to Proceed is issued (or as agreed upon in the Construction Schedule).

The TCP shall display and address, at a minimum:

a) Protection of existing improvements;
b) Methods to eliminate interference with existing nearby facility operations and traffic in and out of the nearby facilities;
c) Proposed haul routes for delivery of materials;
d) Compliance with local ordinances

13.9.2 Reckless driving shall not be tolerated, and all vehicles shall be operated at a safe speed at all times. If Owner determines that D-BE has violated the Traffic Control Plan or otherwise operated in an unsafe manner, Owner may suspend or prohibit the equipment operator(s) from any further work at the site. Repeated or severe incidents demonstrating the failure of D-BE to operate its vehicles safely shall constitute a material breach of this Contract and Owner may terminate D-BE's right to proceed with the work pursuant to the "Termination for Cause" Section of the General Conditions.

13.10 TEMPORARY OFFICE BUILDING AND TELEPHONE

D-BE shall provide a temporary office building and telephone, if required for the Project. D-BE may provide a temporary office for his own convenience at his sole expense. The temporary office, if desired by D-BE, shall be subject to approval of the Owner. Any temporary building shall be Class B and be provided by the D-BE in accordance with SSPWC Section 8 - Facilities for Agency Personnel. The trailer shall be located as shown in the Plans and/or as directed by Owner or D-BE shall submit, a location plan showing the arrangement of field offices, storage sheds, equipment storage, and staging areas for Owner approval.

13.11 PERMANENT SYSTEMS USED AS TEMPORARY FACILITIES

When any portion of a permanent system is used in operating condition, that part of the system may be used as a temporary facility, provided that the D-BE:

(1) Obtains Owner's approval in writing.
(2) Assumes full responsibility for the system used.
(3) Pays all costs for operation, maintenance, cleaning and restoration of the system.
(4) Operates the system with the consent and supervision of the subcontractor responsible for the system's installation and ultimate performance.

13.12 TEMPORARY UTILITIES

D-BE shall provide the necessary temporary utilities for construction use and bear the responsibility for their proper operation. If any utilities are in place and in use by the Owner at the Project site, such utilities -- excluding telephone -- may be utilized by the D-BE at no cost, to the extent the utilities are available without impact to the Owner's operations. If Owner supplied utilities are utilized by the D-BE, the D-BE shall exercise conservation of energy and utility resources to the satisfaction of the Owner, or such provision of utilities by the Owner will be terminated at Owner's discretion.

13.13 SANITARY UNIT

D-BE shall provide temporary toilets for D-BE's use. D-BE will maintain and service them in a sanitary condition through the construction of the Project. Toilet facilities in existing County buildings shall not be used by the D-BE, sub-D-BEs, suppliers, workers, and/or inspectors.

13.14 WATER

D-BE shall furnish all water needed for the Project, including but not limited to potable (drinking) and construction/dust suppression water, unless otherwise specified in these Contract Documents.

13.15 FIRE PROTECTION

D-BE shall take all necessary measures to protect the building and all areas of the project site against fire. D-BE shall provide fire extinguishers suitable for the Project and consistent with the factors enumerated in Title 19 of the California Code of Regulations, Section 565. These extinguishers shall be placed at strategic locations around the working area and kept accessible for use in case of fire. D-BE shall keep fire extinguishers in working order and shall remove them from the site at the end of construction.

D-BE shall observe all requirements specified in the various other Sections of the Specifications related to fire safety.

13.16 STORAGE AND WORKING SPACE

If applicable, D-BE may use the working area designated by Owner for material storage and working space. Any additional space shall be obtained by D-BE at D-BE's own expense. Locations for D-BE to store D-BE's equipment will be agreed upon during the pre-construction meeting.

13.17 TRANSPORTATION AND HANDLING OF PRODUCTS

D-BE shall:

13.17.1 Transport and handle products in accordance with manufacturer's instructions and applicable regulations;

13.17.2 Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged; and

13.17.3 Provide equipment and personnel to handle products by methods to prevent damage.

13.18 STORAGE AND PROTECTION OF PRODUCTS

D-BE shall:

13.18.1 Store and protect products in accordance with manufacturer's instructions and applicable regulations, with seals and labels intact and legible;

13.18.2 Store sensitive products in weather-tight, climate-controlled enclosures;

13.18.3 Store hazardous materials in accordance with applicable regulations, including but not limited to those related to containment and protection of the materials and surrounding environment;

13.18.4 Store fabricated products on sloped supports above ground if such products are stored outdoors;

13.18.5 Cover products subject to deterioration with impervious sheet covering with ventilation to avoid condensation;

13.18.6 Provide equipment and personnel to store products by methods to prevent damage;

13.18.7 Arrange storage of products to permit access for inspections; and

13.18.8 Periodically inspect to ensure products are undamaged and are maintained under specified conditions.

13.19 REMOVAL OF TEMPORARY FACILITIES

D-BE shall remove temporary toilets, storage sheds, and other facilities of a temporary nature from the Project site as soon as Owner determines progress of the work permits. D-BE shall recondition and restore portions of the site occupied by temporary facilities to a condition acceptable to Owner.

13.20 REGULATORY COMPLIANCE REQUIREMENTS

13.20.1 Permits

a) Project plans are to be approved for permit from the Orange County Planning & Development Services Agency and City of Tustin (see attached "AGREEMENT BETWEEN THE CITY OF TUSTIN AND COUNTY OF ORANGE RELATED TO A PORTION OF MCAS TUSTIN AND THE ORANGE COUNTY REGIONAL LAW ENFORCEMENT TRAINING CENTER/ANIMAL CARE CENTER", version 7-12-12) as well as other required approvals including but not limited to South Coast Air Quality Management District, and SWPPP). D-BE shall identify any additional and obtain all permits necessary for the Project, including: permits, licenses, and certifications, including but not limited to all trade-related permits; permits required for environmental protection; construction permits; encroachment permits; permits required for the operation and storage of any equipment or regulated hazardous materials brought onsite; and permits required for dispensing and storing petroleum-related products. If necessary for the Project, D-BE shall obtain and submit to Owner a California Occupational Safety Health Agency (Cal-OSHA) Excavation Permit. If required for project. D-BE shall be responsible for ensuring that all permits necessary to complete the Project are in place consistent with Federal, State, and local laws and regulations. Costs and fees associated with said permits, regardless of whether obtained by Owner, D-BE, or any other entity, shall be borne solely by the D-BE, except as identified elsewhere in Agreement.

b) D-BE shall comply with the regulations or requirements of all permits, licenses, certifications, and regulations governing the Project. Any act or omission by D-BE that causes either Party to be in violation of any permit, licenses, certification, or regulation shall be deemed a material breach of this Contract by D-BE. Owner reserves the right to perform itself or through other D-BEs any work necessary to correct any violation or to bring the Project into compliance with any permit, license, certification, or regulation, and shall deduct the cost of such work from any funds due or to become due to D-BE

c) D-BE shall maintain, at its job site office, copies of all permits, licenses, and certifications required for or governing the Project, including permits and approvals issued to Owner by the State Water Resources Control Board; the South Coast Air Quality Management District ("SCAQMD") for dust control; and the SCAQMD and Local Enforcement Agency for refuse excavation.

13.20.2 D-BE Compliance with Applicable Law and Regulations: D-BE shall comply with all Federal, State, County, and local codes, ordinances, regulations, and standards applicable to the Project. D-BE shall comply with all current regulatory criteria and standards. D-BE shall not be entitled to any additional compensation for work necessary to comply with legal or regulatory requirements effective at the time of bid opening.

13.20.3 Not Used

13.20.4 Surface Water Protection

a) Work is subject to the requirements of the National Pollutant Discharge Elimination System ("NPDES") storm water regulations. NPDES regulations require the implementation of a Stormwater Pollution Prevention Plan ("SWPPP"). The nature and location of the work require compliance with the SWPPP, Owner has prepared a SWPPP for this project. D-BE is responsible for obtaining copies of the site-specific SWPPP from Owner. Copies of the SWPPP and related documents may be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.shtml.

b) Additionally, in a letter dated August 31, 2011, the Santa Ana Regional Water Quality Control Board issued a Water Quality Standards Certification pursuant to the federal Clean Water Act ("CWA") (also known as the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.), Section 401. The Certification requires that discharge from the Project will comply with CWA Sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards). The discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges that Have Received Water Quality Certification."

13.20.5 SWPPP Implementation & Compliance

c) D-BE is responsible for implementing and complying with the SWPPP, as applicable to the nature and location of the work. D-BE's implementation and compliance activities shall include but not be limited to: installation and maintenance of BMPs (interim and final); preparation and implementation of Rain Event Action Plans (REAPS); rainfall and storm water turbidity and pH monitoring, sampling and analysis as required by the SWPPP. D-BE shall designate an independent Qualified SWPPP Practitioner (QSP), who will be responsible for monitoring D-BE's compliance with SWPPP requirements on the Project at all times.

d) D-BE shall be responsible for providing all reports required by the SWPPP (monitoring, inspection, REAP, annual reports, etc.) to the Owner for review. D-BE shall submit all reports digitally with at least three hard copies to the Owner.

e) D-BE's designated QSP shall review and make recommendations to the Owner to amend the appropriate SWPPP as needed during the course of work to reflect actual construction progress and construction practices.

f) D-BE shall comply with all the requirements identified in the SWPPP.

13.21 HAZARDOUS OR CONTAMINATED MATERIALS

13.21.1 At the start of project work Owner will provide D-BE with all known documentation of hazardous materials including but not limited to Hazardous Materials Assessments and State Mandated reports on asbestos containing building materials. The project requires D-BE to be responsible for work related to hazardous materials. If hazardous materials not already identified are found during required contract work, County shall be notified and County will direct DB-E to remediate through use of contingency funds or issue appropriate contract(s) for required work.

13.21.2 D-BE is responsible for proper handling, storage, transportation, and disposal (per all federal, State and local regulations) of any hazardous wastes, liquid wastes, or nuisance wastes (for example, finely divided, powdery, or dusty materials, strong odors, etc.) that it generates while working on Owner's behalf.

13.21.3 As provided by the "Contract Time" Section of the Agreement, D-BE must submit for Owner's review an Emergency/Contingency Plan for handling spills of hazardous, liquid, or nuisance materials while working on Owner's behalf. The Plan shall include proper handling, removal, and

disposal of these materials per all applicable federal and State requirements. The Emergency/Contingency Plan shall also include emergency notification to Owner and any other notifications as required by law. D-BE shall not commence work at the site until Owner has approved D-BE's Emergency/Contingency Plan.

13.21.4 D-BE must restore any spill-damaged areas to their original condition in a correct and timely manner and to the satisfaction of Owner.

13.21.5 D-BE shall remove and dispose of any materials that become contaminated directly or indirectly as a result of the D-BE's operations, whether or not such contamination involves hazardous materials. The removal and disposal of any contaminated materials associated with this Contract shall be completed by the D-BE to the satisfaction of Owner at no additional cost to the Owner. D-BE shall execute all necessary manifests, bills of lading, or similar documents ("Manifests") concerning such contaminated materials which shall identify D-BE as the generator of the materials.

13.21.6 Prior to shipment, D-BE shall provide copies of all Manifests to the Owner to verify that D-BE has arranged for the proper disposal of hazardous materials to a licensed, permitted facility. D-BE shall provide to Owner proof of proper disposal of such materials. If Manifests and proof of proper disposal are not submitted, Owner may withhold or deduct directly the estimated cost of removal and disposal from amounts otherwise due D-BE, plus a 5% administration fee, until D-BE submits Manifests and proof of disposal.

13.21.7 Owner has the Owner to perform inspections of the D-BE's work area at any time to ensure D-BE is compliant with all applicable regulations.

13.21.8 Upon written notice from Owner, if D-BE does not remove contaminated materials immediately, Owner may remove, process, transport, and certify the material as stated above and all costs incurred By Owner for removal and disposal, plus a 5% administrative fee, will be deducted directly from amounts otherwise due D-BE. If Owner performs such decontamination, D-BE shall sign any Manifests for that material as the generator.

13.21.9 D-BE shall train its employees, as required by OSHA and California Code of Regulations Title 8, in the proper handling, storage, transportation and disposal of hazardous materials. D-BE shall train its employees to follow the Emergency/Contingency Plan and know immediate response procedures should a release occur.

13.21.10 D-BE shall keep appropriate emergency response equipment and materials available in the working area at all times.

13.21.11 Maintenance Facilities and Work Area: D-BE shall maintain its equipment in an area designated by Owner for such purposes, as applicable. Certain maintenance areas have been designated at the Owner facility for the purpose of maintaining Owner equipment. D-BE may utilize an Owner maintenance area only with the express permission of the Owner. Owner may designate a different maintenance area for D-BE's use at any time, and D-BE will not be entitled to a Change Order as the result of such relocation.

13.21.12 D-BE's maintenance activities shall conform to the provisions of the “Regulatory Compliance Requirements” Section of the General Conditions. D-BE shall keep the facility clean, maintain clean equipment, and dispose of any contaminated materials in accordance with the “Hazardous or Contaminated Materials” Section, above. D-BE shall store all maintenance materials in accordance with the "D-BE'S Storage and Protection of Products" Section.

13.21.13 D-BE shall be responsible for any damage it causes to the designated area and for restoring the area to its original condition when D-BE ceases using the area. D-BE shall repair any damage and perform such restoration. If D-BE fails to perform such repair or restoration in a timely manner, Owner may perform that work and D-BE shall reimburse Owner for repair or restoration costs plus a 5% administrative fee.

13.22 FUGITIVE DUST EMISSION CONTROL

D-BE shall comply with SCAQMD Rule 403 including, if applicable to prepare and submit to County and for acceptance by SCAQMD a Fugitive Dust Emission Control Plan, as required for Project work. D-BE shall also notify Owner of any condition that could lead to noncompliance with the Rule 403 requirements. If a Fugitive Dust Emissions Control Plan is required pursuant to Rule 403, Contractor may not conduct any activities governed by SCAQMD Rule 403 until Owner has accepted Contractor's Plan and the Plan is accepted by SCAQMD. If D-BE fails or refuses to immediately correct any noncompliance with the provisions of this Section, Owner may terminate D-BE's right to proceed with the work and Owner may exercise its rights under the "Termination for Cause" Section of these General Conditions.

Whether or not D-BE's right to proceed with the work is terminated, D-BE and the D-BE's sureties shall be liable for any damage to the Owner resulting from D-BE's refusal or failure to complete the work within the specified time.

D-BE shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of D-BE's failure to comply with the provisions of the accepted Fugitive Dust Emission Control Plan. D-BE shall be responsible for ensuring that all Subcontractor(s) comply with the provisions of this Section. D-BE shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the D-BE's area of responsibility.

13.23 BIOLOGICAL AND HABITAT PROTECTION

Owner will inform D-BE of any biological resources that would or could be impacted by the Project, and specify any required mitigation measures or procedures to protect those resources during construction. D-BE shall be responsible for complying with these protection measures, and for ensuring that all Subcontractors also comply. Owner has the authority to perform inspections of D-BE's work area at any time to ensure that these measures or procedures are being followed.

13.24 RED IMPORTED FIRE ANT INTERIOR QUARANTINE OF ORANGE COUNTY

D-BE shall be responsible for strict compliance with the quarantine of the County of Orange for the red imported fire ant ("RIFA") as defined in California Code of Regulations, Title 3, Section 3432 and incorporated herein by reference. D-BE shall arrange for any California Department of Food and Agriculture inspections, certifications, or approvals necessary to perform any portion of the Project. A copy of the form used to request such inspections is available from OC Planning. D-BE shall bear the full financial responsibility of any assessed fine or penalty resulting from D-BE's violation of any law, regulation, or permit related to RIFA control. D-BE shall submit to Owner for Owner's approval an acceptable detailed incident report within 5 working days of the date of any violation or not later than 5 working days from the date of the notification of the violation, whichever is later.

13.25 COMPLIANCE WITH “PERFORMANCE” SECTION

D-BE shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the D-BE's failure to comply with the requirements of this “Performance” Section. D-BE shall be responsible for ensuring that the D-BE's Subcontractor(s) comply with the provisions of this Section. D-BE shall be liable for any fine or penalty imposed by any regulatory agency or for any other cost incurred by Owner as a result of regulatory noncompliance arising from any action or inaction of D-BE or its Subcontractor(s).

14 CHANGE ORDERS

14.1 CHANGE ORDERS

Owner may, at any time, by written order, and without notice to the sureties, make changes to the Contract Documents if within the general scope of the Project. Changes made pursuant to this section are only too utilized if the appropriate Contingency fund has been exhausted. If such changes cause an increase or decrease in the D-BE's cost, or the time required for performance of the Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly by Owner and D-BE.

14.2 Owner's Change Order Requests: Owner shall issue a written request ("Change Order Request") which shall set forth in reasonable detail the nature of the change and the type of quote requested (lump sum or time-and-materials with a not-to-exceed amount) and whether such change involves additions, deletions, or other revisions to the Contract Documents. Within 7 days of receiving Owner's Change Order Request, D-BE shall present to Owner a detailed proposal for change in Contract Price and/or a change in the Contract Time from that set forth in the Agreement. If such change causes an increase or decrease in D-BE's cost or the time required for performance of the work, an equitable adjustment shall be made and the Contract Price and/or Contract Time modified in writing accordingly by a Change Order.

14.3 D-BE's Request for Change: If D-BE believes that a change in the Contract Documents, including any change in Contract Price or Contract Time, is appropriate, it shall submit, within 7 days of the event giving rise to the proposed change, a written request ("Request for Change") to Owner to issue a Change Order. Timely notice to Owner is essential to Owner's identification, prioritization, and response to claimed changes, including any claimed delays, and D-BE's failure to give Owner timely notice of such claims shall be presumed to be prejudicial to Owner. D-BE's failure to submit a notice to Owner within 7 days after the date D-BE first recognized, or should have recognized in the exercise of ordinary care, any event giving rise to any proposed change shall constitute a waiver by D-BE of any request for or entitlement to an increase in the Contract Price or Contract Time.

D-BE's Request for Change shall include a description of the proposed change in the Contract Documents, the event or circumstance giving rise to the need for the change, and any proposed change in the Contract Price and/or Contract Time associated with the Request for Change. If the Request for Change includes a proposal to increase the Contract Time, D-BE shall include a description of: (1) the cause(s) for the proposed extension of time, including but not limited to causal events and responsible persons and organizations; (2) the dates (or anticipated dates) of performance of the changed work; (3) activities on the Accepted Construction Schedule affected by the change, any new activities created by the change, and their relationship with existing activities; (4) the anticipated extent of any claimed increase to the Contract Time; and (5) recommended action to avoid or minimize the increase. If Owner agrees that a change in the Contract Documents is appropriate, Owner may use the same options described in the "Lump Sum Change Orders" and "Time-and-Materials Change Orders" Sections below in response to D-BE's Request for Change. D-BE waives all claims as to which it has not provided Owner with notice through a Request for Change in accordance with this Section. In the event of a claim or litigation arising from any disagreement involving D-BE's Request for Change, D-BE's compensation (if any) shall be limited to an amount calculated in accordance with the "Time-and-Materials Change Orders" Section below.

14.4 Lump Sum Change Orders: For a lump sum change, D-BE's quote shall be itemized and supported with sufficient substantiating data (including but not limited to detailed subcontractor estimates, supplier quote sheets, prices, invoices, and rate sheets) to permit evaluation with respect to the following costs:

a) Labor (show hourly rate multiplied by estimated hours);

b) Payroll taxes on labor;

c) Materials, supplies, and equipment (include unit costs and estimated quantities);

d) Machinery and equipment rental (include rental rates and estimated durations);

e) Sales, use, or similar taxes related to the work;

f) Other Items: Owner may authorize other items that may be required for the changed work. Such items include labor, services, material, and equipment that are different in their nature from those required for the work and that are of a type not ordinarily available from D-BE or any of its subcontractors;

g) Reasonable overhead and profit associated with the change, not to exceed 15% on above items if D-BE uses its own forces to perform changed work. If D-BE's subcontractor's forces perform changed work, then the subcontractor shall be entitled to a maximum of 15% on above items and D-BE shall be entitled to a maximum of 6% on above items for its overhead and profit on the changed work. Owner will pay only one overhead and profit markup of 6% for D-BE and one markup of 15% for the subcontractor in connection with changed work, regardless of the actual number of intervening subcontractors involved in the changed work; and

h) Premiums for all bonds and insurance (the maximum amount for this shall be 2% of above items and D-BE shall provide documentation demonstrating it will actually incur an increase in insurance costs directly attributable to the change).

Owner may reject D-BE's lump sum proposal, may negotiate with D-BE a revision of the requested change and associated lump sum proposal, or may approve the D-BE's lump sum proposal and incorporate it into a Change Order.

14.5 Time-and-Materials Change Orders: For a time-and-materials change, Owner shall determine the adjustment to the Contract Price on the basis of actual costs as follows:

i) Cost of materials and supplies (show actual unit cost multiplied by actual quantity). The cost of materials shall be at invoice price or the lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus freight and delivery. Owner reserves the right to approve materials and sources of supply or to supply materials to D-BE if necessary for the progress of the work. No markup for overhead and profit shall be applied to any material provided by Owner.

j) Tool and equipment rental. Owner will not pay for the use of tools that individually have a replacement value of $200 or less. Regardless of ownership, the equipment rental rates shall be based upon the edition of equipment rental rates published by the Caltrans Division of Construction, or locally available rate or other reference acceptable to Owner current as of the date the changed work is performed. The rental rates paid shall include the cost of fuel, oil lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidents. Necessary loading and transportation costs for equipment used on the changed work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to Owner than holding it at the work site, it shall be returned, unless D-BE elects to keep it at the work site at no expense to Owner. All equipment shall be acceptable to Owner, in good working condition, and suitable for the purpose for which it is to be used. Manufacturers' ratings and approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The reported rental time for equipment already at the work site shall be the duration of its use on the changed work, commencing at the time it is first put into actual operation on the changed work, plus the time required to move it from its previous site and back or to a closer site. D-BE shall submit invoices for tool and equipment rental costs. If D-BE does not submit invoices, Owner may establish the rental costs at the lowest price which was current at the time the changed work was performed.

k) Cost of labor (show actual total hourly rate multiplied by actual hours spent on changed work). The costs of labor shall not exceed the wages prevailing for each craft or type of workers performing the changed work at the time the changed work is done. The costs of labor shall include the actual basic hourly rate, plus employer's actual regular payments for health and welfare, pension, vacation or holiday, training, and other direct costs resulting from federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements and shall be supported by payroll records. The costs of labor shall not include any amount for bonuses or extraordinary vacation or holidays. The use of a labor classification that would increase the changed work cost will not be permitted unless D-BE establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportional to all of their assigned work and only that applicable to changed work shall be paid. Non-direct labor costs including superintendence shall be considered part of the markup for overhead and profit below.

l) Sales taxes on materials (percentage of item i), above).

m) Payroll tax on labor (percentage of item k), above).

n) Insurance (workers' compensation and liability insurance).

o) Other Items. Owner may authorize other items that may be required for the changed work. Such items include labor, services, material, and equipment that are different in their nature from those required for the work and that are of a type not ordinarily available from D-BE or any of its subcontractors. D-BE shall submit invoices covering all such items in detail.

p) Overhead and profit. D-BE shall receive a maximum 15% for overhead and profit on above items if D-BE uses its own forces to perform changed work. If D-BE's subcontractor's forces perform changed work, then the subcontractor shall be entitled to a maximum of 15% on above items for its overhead and profit and D-BE shall be entitled to a maximum of 6% on above items for its overhead and profit on the changed work. Owner will pay only one overhead and profit markup of 6% for D-BE and one markup of 15% for the subcontractor in connection with changed work, regardless of the actual number of intervening subcontractors involved in the changed work. Owner will not pay any overhead or profit for omitted work.

q) Bond and insurance (2% of above items).

D-BE shall keep and present, in such form as Owner may prescribe, an itemized accounting of the costs or savings attributable to the changed work, together with appropriate supporting data. The accounting shall include a daily job record in quadruplicate containing a detailed description of: the labor (workers, classifications, and hours worked); quantities of materials used; equipment used (identifying the equipment and the hours of use); and any other services and expenditures in such detail as Owner may require. Upon being signed and agreed to by Owner and D-BE at the end of each day's performance, the daily job record will become the basis for payment for the changed work. But such agreement shall not preclude the Owner from thereafter conducting an audit and adjusting the basis for payment. Failure by D-BE to submit the daily report by the close of the next working day may constitute a waiver of any rights for that day. Upon request by Owner, D-BE shall permit Owner to inspect D-BE's original estimate for the Project, subcontract agreements, or purchase orders relating to the change. Upon completion of the changed work ordered to be performed on a time and materials basis, Owner will then issue a unilateral Change Order adjusting the Contract Price according to the actual costs incurred and, if appropriate, adjusting the Contract Time.

14.6 Unilateral Change Orders: If Owner and D-BE cannot reach an agreement on a proposed change, Owner may issue a Unilateral Change Order directing work on a time-and-materials basis as set forth above.

14.7 No Extension of Contract Time without Critical Path Delay: D-BE shall not be entitled to an extension of the Contract Time unless D-BE demonstrates a delay to the critical path shown on the most recent Accepted Construction Schedule.

14.8 No Additional Compensation for Early Completion: Nothing contained in the Contract Documents creates any contractual right, express or implied, on the part of D-BE to early completion of the Project. Under no circumstances shall Owner owe additional compensation to D-BE for D-BE’s inability to achieve completion of the Project before the expiration of the Contract Time, whether or not such inability is caused by the acts or omissions of Owner or any other party for which Owner is responsible, regardless of any approval by Owner of the accepted Construction Schedule.

14.9 Credits: Regardless of whether the equitable adjustment associated with changed work is recorded through a lump sum or time-and-materials Change Order: (1) if the net value of a change to the work results in a credit from D-BE, then the credit given shall include costs as well as overhead and profit; or (2) if the net value of a change to the work results in additional costs, then overhead and profit will only be applied to the amount by which the added costs of the change exceed the credited amount. When a change proposed by Owner results in the deletion of work and the Owner and D-BE are unable to agree upon the cost, overhead, and profit thereof, the Owner's estimate of the cost, overhead, and profit shall be deducted from the Contract Price by a Change Order unless within 15 days of receiving the Owner's estimate D-BE presents proof that the Owner's estimate is in error.

14.10 Overhead and Profit: D-BE shall receive a maximum 15% for overhead and profit on above items if D-BE uses its own forces to perform changed work. If D-BE's subcontractor's forces perform changed work, then the subcontractor shall be entitled to a maximum of 15% on above items for its overhead and profit and D-BE shall be entitled to a maximum of 6% on above items for its overhead and profit on the changed work. Owner will pay only one overhead and profit markup of 6% for D-BE and one markup of 15% for the subcontractor in connection with changed work, regardless of the actual number of intervening subcontractors involved in the changed work. Owner will not pay any overhead or profit for omitted work.

Regardless of whether the equitable adjustment associated with changed work is recorded through a lump sum or time-and-materials Change Order, the amount Owner pays for overhead and profit shall be D-BE's only compensation for: all costs of supervision, superintendence, and scheduling; wages of timekeepers, watchmen, and clerks; tools individually valued at $200 or less; incidentals; any and all field and home office expenses; costs of estimating and preparing change

orders; all impact costs including but not limited to lost productivity associated with "learning curves," "productivity factors," and "ripple effects"; and all other expenses not included in itemized costs.

14.11 Compensation for Delay: D-BE shall be compensated for its substantiated actual, direct expenses, together with the markup for overhead and profit described in "Overhead and Profit" above, resulting from delay for which Owner is responsible. Under no circumstances shall Owner compensate D-BE for extended home office overhead or profit based on an "*Eichleay* formula" or any other proportionate allocation of D-BE's overhead expenses or profit, all of which shall be deemed to have already been included in the above-described markup.

14.12 Unit Price Changes: If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or Special Provisions, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price. If the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Special Provisions varies from the Bid quantity by 25% or less, payment will be made at the Contract Unit Price. If the actual quantity of the item of work varies from the Bid quantity by more than 25%, then payment will be made as described in Subsection (a) "Increases of More than 25%," or Subsection (b) "Decreases of More than 25%," below, as appropriate. If a change is ordered in an item of work covered by a Contract Unit Price, and such change involves a substantial change in the character of the work from that shown on the Plans or Special Provisions, an adjustment in payment will be made as described in Subsection (c) "Substantial Change in Character of the Work," below.

r) Increases of More than 25%: Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Special Provisions exceed the Bid quantity by more than 25%, then payment for the quantity in excess of 125% of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the D-BE and Owner or, at the option of Owner, on the basis of Time and Materials Change Orders, described above. However, in no event will payment be more than would be paid for the actual quantity at the Contract Unit Price.

s) Decreases of More than 25%: Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Special Provisions, be less than 75% of the Bid quantity, then an adjustment in payment will not be made unless D-BE requests an adjustment in writing and adequately demonstrates that the reduction in quantity has increased D-BE's per-unit cost of performing the work item. If D-BE so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by D-BE and Owner, or at the option of Owner, on the basis of Time and Materials Change Orders, described above. However, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be paid for 75% of the Bid quantity at the Contract Unit Price.

t) Substantial Change in Character of Work: If a change in an item of work covered by a Contract Unit Price involves a substantial change in the character of work from that shown on the Plans or Special Provisions, then an adjustment to the payment for the Work may be made by mutual agreement of D-BE and Owner as an adjustment to the Contract Unit Price, as a Lump Sum Change Order, or at Owner's option as a Time and Materials Change Order, as described above.

14.8 DELAYS DUE TO WEATHER AND FORCE MAJEURE

14.8.1 Subject to the other provisions of these Contract Documents, D-BE may be entitled to an extension of the Contract Time, but no damages or increase in the Contract Price, for delays arising from the following causes when they occur beyond D-BE's or its Subcontractors' control, fault, or negligence:

a) Acts of God (tornadoes, fires, hurricanes, blizzards, earthquakes, typhoons, or floods), war, civil unrest, trade embargoes, labor disputes, or strikes necessitating stoppage of work; or

b) Weather days necessitating stoppage of work in excess of the number of anticipated weather days specified in the "Contract Time" Section of the Agreement. The Contract Time shall be deemed to take into account the number of working days specified in the Agreement ("anticipated weather days") that stoppage of work can reasonably be expected at the Project site due to rain or other adverse weather conditions, and D-BE agrees that the number of weather days indicated in the Agreement is a reasonable approximation of the number of weather days that may impact the work. D-BE's construction schedule shall include this number of anticipated weather days. Time extensions for weather days will only be considered when the number of days in question exceeds the number of days specified in the Agreement, those days impact a critical path element of the Project, and D-BE cannot redirect work efforts to unaffected portions of the Project. If D-BE believes that the progress of the work has been adversely affected by weather, D-BE shall submit a written request for extension of time to Owner.

14.8.2 A written request for any extension of the Contract Time shall be delivered to Owner within 7 days of the first date of commencement of each delay. D-BE's failure to submit such request within the time specified will be considered grounds for refusal by Owner to consider such request.

14.8.3 If the Project involves the construction of a permanent structure, no extensions of time will be made for weather after the principal portions of the work are enclosed. Owner shall determine when the structure is "enclosed" for purposes of this provision.

14.8.4 Extensions of time due to weather or force majeure, when granted, will be on the basis of 1.4 calendar days credit for every working day lost, with the credit for each separate extension rounded off to the nearest whole calendar day. A "working day lost" will not include any day during which at least 60% of the normally scheduled workforce is able to work for at least five hours of the day.

14.8.5 D-BE shall not be entitled to any extension under this Section if the unforeseen circumstances occur beyond the Contract Time.

14.9 PROSECUTION OF CHANGED WORK

D-BE shall promptly proceed with the work described in a Change Order. Nothing provided in this "Changes" Section shall excuse the D-BE from proceeding with the prosecution of the work as changed.

14.10 DIRECTOR'S OWNER

The Director is authorized by Owner's Board of Supervisors to order changes or additions in the work where the cost of such change does not exceed the limits specified in Public Contract Code Section 20142. Only the Board of Supervisors may approve changes greater than those limits.

14.11 MINOR CHANGES IN THE WORK

Owner shall have the authority to order minor changes in the work not involving an adjustment in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on D-BE. D-BE shall carry out such written orders promptly.

15 TERMINATION

15.1 TERMINATION FOR CONVENIENCE OF OWNER

Notwithstanding any other provision of the Contract, Owner may at any time and without cause terminate the Contract, in whole or in part, upon not less than 30 days written notice to the D-BE. Such termination shall be effected by delivery of a Notice of Termination to D-BE specifying the effective date of the termination, whether the Contract shall be terminated in whole or in part, and, if applicable, the portion of work to be terminated. D-BE shall immediately stop work in accordance with the Notice of Termination and comply with any other direction as may be specified in the Notice of Termination or as provided subsequently by Owner. Owner shall pay D-BE for the work completed and accepted by Owner prior to the effective date of the termination, and such payment shall be D-BE's sole remedy. Under no circumstances will D-BE be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination in whole or in part under this provision. D-BE shall insert in all subcontracts that the Subcontractors shall stop work on the date of and, if applicable, the portion of work to be terminated in a Notice of Termination and shall require Subcontractors to insert the same condition in any lower tier subcontracts.

15.2 TERMINATION FOR CAUSE

15.2.1 If D-BE fails to carry out the requirements of the Contract, including but not limited to by: failing to commence the work within the time specified; failing to prosecute the work with such diligence as will ensure its completion within the Contract Time; failing to complete the work within the Contract Time; failing to execute the work in the manner specified in the Contract Documents; persistently, willfully, or knowingly failing to comply with applicable laws and regulations; becoming insolvent; assigning or subcontracting any part of the work without Owner's consent; or if in the opinion of the Board of Supervisors D-BE is not complying in good faith with the Contract; then Owner may, by fourteen (14) days written notice to D-BE, which states the reason for termination, terminate for cause D-BE's right to proceed with the work or such part of the work as to which there has been delay, breach, or other default. Owner shall not terminate for cause, if Owner's agrees, such consent not to be unreasonably withheld, that D-BE has cured the reason for termination within the fourteen day notice period.

15.2.2 Upon receipt of written notice from Owner of a termination for cause, D-BE shall cease operations as directed by Owner in the notice and take all actions necessary, or as Owner directs, for the protection and preservation of the work.

15.2.3 After issuing a notice of termination for cause, Owner may take over the work and prosecute the same to completion by whatever means Owner deems reasonable, by contract or otherwise, and may take possession of and utilize in completing the work such materials, equipment, supplies, Contract Documents, and other information in whatever form as may be on the site for the work and necessary therefor.

15.2.4 If Owner terminates for cause D-BE's right to proceed with the work, or D-BE otherwise fails to prosecute the work to completion, then the resulting damage will include but not be limited to Liquidated Damages for such reasonable period of time as may be required for completion of the work together with any costs incurred by Owner to complete the work in excess of the unpaid Contract Price. D-BE shall not be entitled to receive any further payment under the Contract until the work is complete. If Owner's cost of completing the work, Liquidated Damages, and other damages exceed the unpaid balance of the Contract Price, then D-BE and D-BE's sureties shall pay the difference to Owner within thirty days of Owner's demand therefor.

15.2.5 Whether or not Owner issues a written notice of termination for cause, D-BE and D-BE's sureties shall be liable for any damage to Owner resulting from D-BE's refusal or failure to complete the work within the specified time or from D-BE's other breach or default with respect to the performance of the work.

15.2.6 D-BE's right to proceed shall not be terminated for cause nor will D-BE be charged with resulting damage if the delay in the completion of the work arises from causes beyond the control and without the fault or negligence of D-BE, including but not limited to those circumstances described in the "Weather Days And Force Majeure" Section of the General Conditions, acts of Owner, or acts of another D-BE in the performance of a contract with Owner.

15.2.7 The rights and remedies of Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

16 DISPUTES AND CLAIMS

16.1 DISPUTES AND CLAIMS

16.7.1 Continuing Performance during Dispute Resolution: In the event of a claim or dispute between D-BE and Owner as to performance of the work, a demand for an extension of time, the interpretation of the Contract Documents, or payment or nonpayment for work performed, D-BE and Owner shall attempt to resolve the claim or dispute. Pending resolution of the claim or dispute, D-BE shall continue the work diligently to completion as directed by Owner. If the claim or dispute is not resolved, D-BE agrees that it will neither rescind this Contract nor stop the progress of the work.

16.7.2 Claims for $375,000 or Less: In the event of a claim of $375,000 or less, the Parties shall resolve the claim pursuant to Public Contract Code Section 20104, et seq., summarized herein. A claim is defined as D-BE's demand for: (i) a time extension; (ii) payment of money or damages arising from work done by, or on behalf of, D-BE pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (iii) an amount the payment of which is disputed by Owner.

a) Pursuant to Public Contract Code Section 20104.2, all claims must be in writing, must be accompanied by documents necessary to substantiate the claims, and must be filed on or before the date of final payment. The Owner's time to respond in writing and/or request additional documentation shall be as set forth in Public Contract Code Section 20104.2.

b) If D-BE disputes Owner's written response or Owner fails to respond, D-BE may demand an informal conference. If the claim remains in dispute following the conference, D-BE may file a claim under Government Code Sections 900, et seq. The time limit for filing such claim may be tolled as provided in Public Contract Code Section 20104.2(e).

c) The foregoing provisions do not apply to tort claims and do not affect the time periods for filing tort claims.

d) In the event a civil action is filed stemming from a claim subject to Public Contract Code Sections 20104, et seq., the Court shall submit the matter to nonbinding mediation unless waived by mutual stipulation. If after mediation the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure Section 1141.11, and the arbitration shall proceed pursuant to the terms set forth in Public Contract Code Section 20104.4(b).

16.7.3 Attorney's fees arising from a trial de novo shall be awarded as provided by Public Contract Code Section 20104.4(b) (3). Claims in Excess of $375,000: The dispute resolution procedure set forth in Public Contract Code Sections 20104, et seq., shall not apply to resolution of claims in excess of $375,000, which claims shall be resolved by a court of competent jurisdiction in Orange County, California, after the Project has been completed and not before.

16.7.4 Time for Submitting Claims in Excess of $375,000 and Waiver of Untimely Claims: D-BE shall submit any claim for additional compensation in excess of $375,000 to Owner in writing, with documents necessary to substantiate the claim, stating the alleged facts giving rise to and the alleged basis for the claim, and when the facts giving rise to the claim became known to D-BE. Any such claim that D-BE fails to submit to Owner within 30 days after D-BE discovers the facts giving rise to the claim shall be deemed waived. In no event shall a claim for additional compensation in excess of $375,000 be asserted after D-BE submits an application for final payment or after there has been a cessation of the work.

17 OCCUPANCY

17.1 PARTIAL OCCUPANCY

17.7.1 Owner reserves the right to enter and install equipment within each portion of the Project as it is ready to receive same, upon the condition that D-BE shall not be responsible for equipment so placed other than loss or damage caused by the acts or omissions of D-BE or those in D-BE's employ. Such partial occupancy by Owner shall not constitute acceptance of the Project or of work not completed in accordance with the Contract Documents, nor shall it in any way relieve D-BE from correcting defective workmanship or materials in the area where Owner has installed equipment.

17.7.2 Owner reserves the right to take possession of or use all or part of any work prior to completion and final acceptance of all the work. If Owner exercises this right, D-BE shall be relieved of liability for loss or damage to completed portions of the work other than loss or damage caused by the acts, omissions, or breaches of warranty by D-BE. Such taking of possession by Owner shall not relieve D-BE from any other provisions of the Contract Documents, shall not constitute a final acceptance of any such work or of work not completed in accordance with the Contract Documents, and shall not relieve D-BE from responsibility for correcting defective workmanship or materials in the area so occupied.

17.7.3 Owner may at any time during the performance of the work enter the work area for the purpose of performing any necessary work by Owner labor or other D-BEs, and for any other purpose in connection with the installation of facilities. In doing so, Owner shall endeavor not to interfere with D-BE, and D-BE shall not interfere with other work being done by or on behalf of Owner.

18 ACCEPTANCE

Unless otherwise provided in the Contract Documents, Owner's acceptance of D-BE's work shall be accomplished by Owner recording a Notice of Completion as promptly as practicable after completion, inspection, and testing of all work required by the Contract Documents. Owner's acceptance of the work shall be the start date of D-BE's obligations under the "One-Year Correction Period" Section of the General Conditions, and of the manufacturers' and installers' warranties required by the Contract Documents. Owner's acceptance of the work shall not be construed to limit Owner's rights under the Contract Documents or release D-BE from any responsibility for latent defects, for correcting Defective Work, or for honoring any warranty obligations of the Contract Documents.

19 MISCELLANEOUS PROVISIONS

19.1 ASSIGNMENT

Neither the Contract nor any portion thereof may be assigned by D-BE unless approved in writing by Owner. If D-BE is not a corporation with publicly traded stock, then the transfer of more than 10% of the stock held by shareholders of the corporation or a change in the composition of the board of directors of the corporation shall be deemed an assignment for purposes of this clause. Any attempted assignment contrary to the provisions of this Section shall be void.

Notwithstanding the foregoing, claims for monies due or to become due to D-BE from Owner under the Contract may be assigned with the written consent of the Director to a surety, bank, trust company, or other financial institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, D-BE, or D-BE's assignee, shall submit a written request to Owner enclosing a letter from the proposed assignee indicating that it will accept such assignment.

19.2 ORAL MODIFICATION

No oral statement shall in any manner modify the Contract. All changes to the Contract must be in writing.

19.3 NO WAIVER BY OWNER

No failure on the part of Owner to exercise any right or remedy under the Contract Documents shall operate as a waiver of any other right or remedy that Owner may have. A waiver by Owner of any breach or failure to perform under the Contract Documents shall not constitute a waiver of any subsequent breach or failure. The failure of Owner to enforce a requirement of the Contract Documents in one or more instances shall not preclude Owner from subsequently enforcing such requirement(s).

19.4 RECORDS, AUDITS, AND INSPECTION RIGHTS

D-BE shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. D-BE's accounting and control system shall be in accordance with generally accepted accounting practices of the construction industry. D-BE shall preserve all of its books and records relating to this Contract, including but not limited to its job cost records, payables/receivables records, accounting books, bids, cancelled checks, receipts, subcontracts, purchase orders, journals, vouchers, payrolls, correspondence, drawings, daily logs, photographs, and memoranda, for a period of 4 years after final payment. Should D-BE cease to exist as a legal entity, D-BE shall forward its records pertaining to this Contract to the surviving entity in a merger or acquisition, or, in the event of liquidation, to Owner.

Owner, the California State Auditor, and their contracted representatives, shall have the right to examine and audit D-BE's accounting procedures and internal controls of D-BE's financial systems and to inspect and copy any books and records relating to this Contract. Such an examination, audit, and/or inspection may be requested at any time during the Project. D-BE shall cooperate fully with Owner and the California State Auditor in the conduct of such examinations, audits, and inspections, shall grant full access at all reasonable times to its offices, the Project site, and its books and records relating to the Contract, and shall allow Owner to interview D-BE's employees who might reasonably have information related to D-BE's books and records, provided that Owner has given D-BE at least one working day's advance notice of Owner's or the California State Auditor's intent to examine, audit, inspect, and interview employees. All examinations, audits, inspections, and interviews shall be conducted during normal business hours. D-BE shall include in all its subcontracts a provision giving Owner and the California State Auditor the same rights to examine and audit the Subcontractor's accounting procedures and internal controls of its financial systems, inspect the Subcontractor's books and records relating to the Project, and interview Subcontractor's employees as D-BE has given the Owner and the California State Auditor in this Section.

19.5 PUBLIC RECORDS ACT

Pursuant to the California Public Records Act ("CPRA"), Government Code Sections 6250 et seq., all records provided by D-BE to Owner are subject to public disclosure upon request except as otherwise provided by law. Prior to their submission to Owner, D-BE shall identify any records it believes are exempt from disclosure, and identify the applicable CPRA exemption. If the disclosure of such records is subsequently requested, Owner will notify D-BE of such request. Unless D-BE obtains a protective order issued by a court restricting disclosure of the requested records, Owner may disclose the records if Owner determines that the Public Records Act requires disclosure. D-BE shall indemnify and defend Owner in any action to compel disclosure of such records.

19.6 PATENT INFRINGEMENT

D-BE shall promptly report to Owner any notice or claim of patent infringement arising from the performance of the Contract. D-BE shall, upon Owner's request, furnish to Owner any and all information in D-BE's possession relevant to such notice or claim. D-BE shall indemnify and

defend Owner from any and all claims or lawsuits on account of any alleged patent infringement arising out of the performance of the Contract, and shall pay any judgment rendered against Owner, its officers, or its employees resulting from such claim or lawsuit.

19.7 ASSIGNMENT OF ANTITRUST ACTIONS

Public Contract Code Section 7103.5 provides: "In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the D-BE and/or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the D-BE, without further acknowledgment by the parties." D-BE acknowledges and agrees to the foregoing provision, and shall cause it to be included in full in its Subcontractor agreement(s) to effectuate this assignment and the requirements of Section 7103.5.

19.8 OWNER'S PROPERTY ON SITE

All of Owner's property removed or displaced pursuant to this Contract shall remain the property of Owner unless expressly stated otherwise in the Contract Documents, and D-BE shall exercise reasonable care to prevent loss or damage to such property and shall promptly deliver it to the place designated by Owner. In particular, all excavated clean soil is the property of Owner and shall remain on site unless otherwise provided in the Contract Documents or otherwise directed by Owner in writing.

19.9 WRITTEN NOTICE

Any notice required under the Contract Documents to be given to Owner by D-BE shall be in writing and delivered to the County via U.S. mail, addressed as follows:

OC Public Works/OC Facilities Operation/A&E Project Management
Joe Seybold Sr. Project Manager
1143 East Fruit Street
Santa Ana, California 92701

Notice via electronic mail is insufficient.

END OF GENERAL CONDITIONS

DIVISION 01-GENERAL REQUIREMENTS

SECTION 01001
DRAWING SHEET INDEX

To be developed with Final GMP

1) Site Plan, March 21, 2016, Prepared by RJM Design Group
2) First Floor Plan, Sheet A-1, April 01, 2016, Prepared by RFA
3) Second Floor Plan, Sheet A-2, April 01, 2016, Prepared by RFA
4) Public Kennel Floor Plan, A-13.1, March 21, 2016, Prepared by RFA
5) Non-Public Kennel Floor Plan, Sheet A-15.1, February 11, 2016, Prepared by RFA

END OF DRAWING SHEET INDEX

SECTION 01002
DESCRIPTION OF PROJECT

The proposed Project is for an Animal Care Facility to be located at a selected site in the city of Tustin, CA. The construction start is targeted for June 2016. The current anticipated total Project budget is approximately $25 million. The facility shall include the following components:

- Animal Housing
- Administration
- Animal Control
- Customer Service
- Medical/Veterinary
- Community/Education Area
- Central Plant

The new Animal Care Facility will be located on an approximately 6.7 acre site consisting of approximately: 6,000 SF of Customer Service area, 7,000 SF of Administration area, 6,000 SF veterinarian clinic, 8,000 SF of Animal Control area, 48,000 SF of Animal Housing, 1800 SF of Central Plant area, 31,000 SF of Outdoor/Exercise area, 55,000 SF of Landscape area, 31,000 SF of Public Parking area, and 37,000 SF of Staff Parking.

SECTION 01010
SUMMARY OF WORK

1. WORK COVERED BY CONTRACT DOCUMENTS

A. Work covers design and construction of a County of Orange project as precisely defined in the contract documents.

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Note: D-BE shall maintain all existing services with minimum disruption. Any service disruption shall first be approved by the Director and/or Owner's Project Manager.

B. Related Requirements Specified Elsewhere:

(1) Description of Project.
(2) Project Meetings.
(3) Submittals.
(4) Shop Drawings, Product Data, and Samples.
(5) Testing and Inspection.
(6) Construction Facilities & Temporary Controls.
(7) Substitutions & Product Options.
(8) Contract Closeout.

C. D-BE's Construction Duties:

(1) Except as specifically noted, provide and pay for:

(a) Labor, materials, and equipment.
(b) Tools, construction equipment, and machinery.
(c) Water, heat, and utilities required for construction including any metering and connection fees or charges except County will pay for water acreage assessment charges, if appropriate for the project.
If any utilities are in place and in use by the County at the site, the D-BE, to the extent available, at no cost may utilize such utilities (excluding telephone).
(d) Other facilities and services necessary for proper execution and completion of work to provide a facility capable of operation.

(2) Pay legally required sales, consumer, and use taxes.

(3) Secure and pay for as necessary for proper execution and completion of work and as applicable at time of receipt of bids: Permits, government fees, and licenses, except County will pay for sewer connection charges. **Note: For this project, D-BE must pay the permit fees and fulfill the conditions of the permit from the Orange County Planning & Development Services Department as well as required City of Tustin and other authority of jurisdiction permits, unless and Allowance has been established.**

(4) Give required notices.

(5) Comply with latest adopted edition of California Building Code and other codes, ordinances, rules, regulations, orders, and legal requirements of public authorities which bear on performance of work.

(6) Promptly submit written notice to the County Project Manager of observed variance of contract documents from legal requirements.

(a) Appropriate modifications to contract documents will adjust necessary changes.
(b) Assume responsibility for work known to be contrary to such requirements, without notice.

(7) Enforce strict discipline and good order among employees. Do not employ on work:

(a) Unfit persons.
(b) Persons not skilled in assigned task.

2. CONTRACTS

Construct work under single Contract Price.

3. D-BE USE OF EXISTING PREMISES

A. Limit use of existing premises for work and construction operations related only to this contract.
B. Coordinate use of premises and access through the Project Manager.
C. Confine operations at the project site to areas permitted by law, ordinances, permits, and Contract Documents.
D. Do not unreasonably encumber project site with materials or equipment.
E. Do not load any structure with weight that may endanger structure.
F. Assume full responsibility for protection and safekeeping of material and equipment stored on premises and also in-progress work until completion and acceptance of the entire construction.
G. Move stored material and equipment, which interfere with operations of the facility or operations of other contractors.
H. Obtain and pay for use of additional off-site storage or work areas.

SECTION 01020
ALLOWANCES

1. SUMMARY

A. Include in the GMP price any allowances named in the Contract Documents. The amount of each allowance includes:

1. The cost of the Product to the D-BE, less any applicable trade discounts.
2. Delivery to the site including handling, unloading, uncrating and storage.
3. Protection from the elements from damage.
4. Labor for installation and finishing.
5. Other expenses required to complete installation.
6. Applicable taxes.
7. Overhead and profit.

B. D-BE shall file a "No Collusion Affidavit" with OC Public Works in regards to the actual cost price of allowance items, and allow any requested examination of his accounts and those of his materials.

2. ALLOWANCES

A. Allowances as specified in this Section, are in addition to the scope defined in the Contract Documents and the D-BE shall include the Total Allowance in the GMP.

B. Payment for allowances shall be based on direct costs actually incurred by the D-BE for labor, materials, equipment, or other expenses required to accomplish the allowance. All payments shall be based on the D-BE's actual expense less any applicable trade discounts as verified by invoice(s), delivery to the site including handling, unloading, uncrating and storage, protection from the elements of damage, labor for installation and finishing, other expenses required to complete installation, applicable taxes, and charge for overhead and profit.

C. Upon completion of the allowance item, the Total Allowance sum will be corrected by change order to reflect the actual sums authorized for work as allowance items.

D. A list of allowances is tabulated in the GMP.

3. ADJUSTMENT OF COSTS

A. The allowance will be adjusted upward or downward at the completion of the project to reflect the actual amount. Should the cost be more or less than the specified amount of the Allowance, the Contract Sum will be adjusted accordingly by a Change Order.

B. Submit claims for anticipated additional costs caused by the Allowance prior to execution of the work.

4. SUBMITTALS

A. Submit proposals for purchase of products or systems included in Allowances in the format specified for Change Orders.

B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each Allowance.

5. DESCRIPTION OF ALLOWANCE

ALLOWANCE NO. 1: D-BE shall include in their GMP an amount of $20,000.00 to be used as a County of Orange Building Department permit and inspection fee deposit allowance. Should the actual costs be less than the deposit, D-BE shall not be entitled to refund of unexpended funds. If permit and inspection fees exceed amount, D-BE shall be reimbursed (through an executed change order) for all costs other than D-BE caused reinspection fees.

ALLOWANCE NO. 2: To be added as required

REFERENCE
SECTION 01090 STANDARDS

A. DRAWING SYMBOLS

General: Except as otherwise indicated on the drawings, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.

Mechanical/Electrical Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect/Engineer for clarification before proceeding.

Equal: Words such as "equal," "approved equal," "equivalent," and terms of similar import shall be understood to be followed by the phrase "in the opinion of the Architect/Engineer" unless stated otherwise.

B. FORMAT AND SPECIFICATION CONTENT EXPLANATIONS

Format Explanation: Although some portions of these Specifications may not be in complete compliance with this format, no particular significance shall be attached to such compliance or non-compliance.

Subordination of Text: Portions of specification text are subordinated to other portions in the following manner (lowest level to highest):

Indented (from left margin): paragraphs and lines of text are subordinate to preceding text which is not indented, or which is indented by a lesser amount.
Subarticle titles: which are printed in upper/lower-case lettering.
Article titles: which are printed in upper-case lettering.
Underscoring: is used to assist the reader of specification text in scanning the text for key words.
Imperative language: is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the D-BE. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the D-BE, or when so noted, by others.

Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets or requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into the Contract clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.

Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, as applicable in each instance.

Indicated: The term "indicated" is a cross-reference to graphic representations, notes, or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the Contract. Where terms such as "shown," "noted," "scheduled" and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader locate cross-reference and no limitation of location is intended except as specifically noted.

C. INDUSTRY STANDARDS

General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract by reference) as if copied directly into the Contract, or as if published copies were bound herewith. Refer to individual specification sections for specialized codes and standards that the D-BE must keep on the Project site and available for reference.

Referenced Standards: Referenced directly in the Contract or by governing regulations have precedence over non-referenced standards which are recognized in industry for applicability to work.

Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract.

Updated Standards: At the request of the Architect/Engineer the D-BE or governing authority shall submit a Request for Change where an applicable industry code or standard has been revised and reissued after the date of the Contract and before the performance of the affected work.

Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at the Project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.

Installer: The term "installer" is defined as the entity (person or firm) engaged by the D-BE, D-BE's subcontractor or sub-subcontractor for performance of a particular unit of work at the Project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.

Manufacturer: An individual, company, or corporation who manufactures, fabricates, or assembles a standard product. A standard product is one that is not made to special design, and is furnished by either direct sale or by contract to the D-BE, Subcontractor or Vendor.

Material Supplier or Vendors: A person or organization who supplies, but who is not responsible for the installation of, materials, products and equipment of a standard nature that are not specifically fabricated for this particular contract.

Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are either minimums or maximums as noted, or as appropriate for context of the requirements. Refer instances of uncertainty to the Architect/Engineer for a decision before proceeding.

Perform: The word "perform" shall mean that the D-BE, at the D-BE's expense, shall perform all the operations necessary to complete the work or the mentioned portions of the work, including furnishing and installing materials as are indicated, specified, or required to complete such performance.
Product: The term "product" includes materials, systems and equipment.

Project Site: The term "Project site" is defined as the space available to the D-BE for performance of the work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the drawings, and may or may not be identical with the description of the land upon which Project is to be built.

Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use.

Specialists Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the D-BE has no choice or option. These requirements should not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the work; they are also not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as an "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the D-BE.

Testing Laboratories: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the Project site or elsewhere; and to report, and (if required) interpret results of those inspections or tests.

Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized trades-person of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by trades-persons of that corresponding generic name.

D. COPIES OF STANDARDS

Abbreviations and Names: Where acronyms or abbreviations are used in the specifications or other Contract documents they are defined to mean the industry recognized name of the trade association, standards generating organization, governing authority or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., and the following partial list:

AA	Aluminum Association
AAMA	American Architectural Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
A-E	Architect-Engineer (hired by County to design the project)
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
AGA	American Gas Association
AI	Asphalt Institute
AIA	American Institute of Architects
A.I.A.	American Insurance Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction

ALSC	American Lumber Standards Committee
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
ASHRAE	American Society of Heating, Refrigerating, Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineer
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builder's Hardware Manufacturers Association
CAL/OSHA	California Occupational Safety and Health Regulations
CFR	Code of Federal Regulations
CPSC	Consumer Product Safety Commission
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard of NBS (U.S. Dept. of Commerce)
CTI	Ceramic Tile Institute
DHI	Door and Hardware Institute
DOC	Department of Commerce
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration (U.S. Dept. of Transportation)
FCC	Federal Communications Commission
FGMA	Flat Glass Marketing Association
FM	Factory Mutual System
FS	Federal Specification (General Services Administration)
GA	Gypsum Association
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IESNA	Illuminating Engineering Society of North America
IGCC	Insulating Glass Certification Council
MBMA	Metal Building Manufacturer's Association
MIL	Military Standardization Documents (U.S. Dept. of Defense)
ML/SFA	Metal Lath/Steel Framing Association
NAAMM	National Association of Architectural Metal Manufacturers
NBHA	National Builders Hardware Association (Now Part of DHI)
NBS	National Bureau of Standards (U.S. Dept. of Commerce)
NEC	National Electrical Code (by NFPA)
NEII	National Elevator Industry, Inc.
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
N.F.P.A.	National Forest Products Association
NRCA	National Roofing D-BEs Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OCPDS	Orange County Planning and Development Services Department (now called OC Public Works/Planning)
OCPW	OC Public Works
OSHA	Occupational Safety Health Administration (U.S. Dept. of Labor)

PCI	Prestressed Concrete Institute
PS	Product Standard of NBS (U.S. Dept. of Commerce)
SDI	Steel Deck Institute
S.D.I.	Steel Door Institute
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning D-BEs' National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TCA	Tile Council of America
UBC	Uniform Building Code
UL	Underwriters Laboratories
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USDA	United States Department of Agriculture
WCLIB	West Coast Lumber Inspection Bureau (Grading Rules)
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association (Grading Rules)
W.W.P.A.	Woven Wire Products Association

E. GOVERNING REGULATIONS/AUTHORITIES

General: Contact governing authorities directly for necessary information and decisions having a bearing on the performance of work.

Copies of Regulations: Obtain copies of regulations needed for reference, and retain at the Project Site during the work of the Project.

"Regulations" is defined to include laws, statutes, ordinances, and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the work regardless of whether they are lawfully imposed by governing authority or not.

Trade Union Jurisdictions: The manner in which the Contract has been organized and subdivided is not intended to be an indication of jurisdictional or trade union agreements. Assign and subcontract the work, and employ trades-men and laborers, in a manner which will not unduly risk jurisdictional disputes of a kind which could result in conflicts, delays, claims and losses in the performance of the work.

Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certificates, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

SECTION 01400
QUALITY REQUIREMENTS

1. SECTION INCLUDES

A. Quality Control and Control of Installation.
B. Tolerances.
C. References.
D. Mock-up Requirements.
E. Testing and Inspection Services.
F. Manufacturers' Field Services.
G. Examination.
H. Preparation.

2. QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' instructions, including each step in sequence.
C. When manufacturers' instructions conflict with Contract Documents, request clarification before proceeding.
D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform Work by persons qualified to produce required and specified quality.
F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

3. TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification, as required, before proceeding.
C. Adjust products to appropriate dimensions; position before securing products in place.

4. REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
C. Obtain copies of standards where required by product specification sections.
D. When specified reference standards conflict with Contract Documents, request clarification, as required, before proceeding.
E. Neither contractual relationships, duties, nor responsibilities of parties in shall be altered from Contract Documents by mention or inference otherwise in reference documents.

5. MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.
B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
C. Accepted mock-ups shall be comparison standard for remaining Work.
D. Where mock-up has been accepted by Owner and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Owner.

6. TESTING AND INSPECTION SERVICES

A. The Owner or responsible party acting as the Owner's agent shall employ and pay for specified services of an independent firm (agency) to perform testing and inspection.

B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Contract documents.

(1) Laboratory: Authorized to operate in State of California.

(2) Laboratory Staff: Maintain full time registered Engineer on staff to review services.

(3) Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Owner/Architect/Engineer.

D. Reports will be submitted by independent firm to Owner/Architect/Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

E. D-BE shall, cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

(1) Notify Owner and independent firm prior to expected time for operations requiring services. . The notice shall specify the date on which D-BE intends to use the materials or equipment. The notice shall be provided so as to allow sufficient time to perform the tests.
(2) Make arrangements with independent firm and pay for additional samples and tests required for D-BE's use.

F. Testing and employment of testing agency or laboratory shall not relieve D-BE of obligation to perform Work in accordance with requirements of Contract Documents.
G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Owner/Architect/Engineer. Payment for re-testing or re-inspection will be charged to D-BE by deducting testing charges from Contract Sum/Price.

H. Agency Responsibilities:

(1) Test samples of mixes submitted by D-BE.

(2) Provide qualified personnel at site. Cooperate with Owner/Architect/Engineer and D-BE in performance of services.
(3) Perform specified sampling and testing of products in accordance with specified standards.
(4) Ascertain compliance of materials and mixes with requirements of Contract Documents.
(5) Promptly notify Owner/Architect/Engineer and D-BE of observed irregularities or non-conformance of Work or products.
(6) Perform additional tests required by Owner/Architect/Engineer.
(7) Attend preconstruction meetings and progress meetings.

I. Agency Reports: After each test, promptly submit three copies of report to Owner/Architect/Engineer and one to D-BE. When requested by Owner/Architect/Engineer, provide interpretation of test results. Include the following:

(1) Date issued.
(2) Project title and number.
(3) Name of inspector.
(4) Date and time of sampling or inspection.
(5) Identification of product and specifications section.
(6) Location in Project.
(7) Type of inspection or test.
(8) Date of test.
(9) Results of tests.
(10) Conformance with Contract Documents.

J. Limits On Testing Authority:

(1) Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
(2) Agency or laboratory may not approve or accept any portion of the Work.
(3) Agency or laboratory may not assume duties of D-BE.
(4) Agency or laboratory has no authority to stop the Work.

7. MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
B. D-BE to submit qualifications of observer to Owner 30 days in advance of required observations. Observer subject to approval of Owner.
C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

8. EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify existing substrate is capable of structural support or attachment of new work being applied or attached.
C. Examine and verify specific conditions described in individual specification sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

9. PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

SECTION 01700
CONTRACT CLOSEOUT

1. CLEANING

A. D-BE shall remove, as fast as it accumulates, all dirt, debris, waste, rubbish, unused construction materials and implements of service from the buildings, the work area, and the entire site. Such materials shall not be used in backfilling or buried anywhere on the site.

B. At the completion of the work, thoroughly clean the interior and exterior of the buildings, including fixtures, equipment, floors and hardware, removing all misplaced plaster, paint and other finishes, and removing stains, dust, and dirt. Thoroughly clean all roofs, decks, sills, ledges, horizontal projections, steps, rails or other surfaces where dust and debris have accumulated. All glass and metal shall be cleaned and polished; ceramic tile surfaces and plumbing fixtures shall be cleaned properly.

C. Prior to final inspection, the D-BE shall remove all his plant, tools, materials, sheds, temporary power poles and other articles from the property of the Owner. Should he fail to take prompt action, the Owner (at its option and without waiver of such other rights as it may have) may, on 30 days-notice, treat them as abandoned property.

2. PROJECT RECORD DOCUMENTS

A. The D-BE shall maintain on the job site a complete "as-built" record set of electronic and/or prints. This set shall be corrected daily in red to show every change from the approved (permit) contract documents and shall be marked to show the precise horizontal and vertical location of concealed work. This shall not be construed as authorization for the D-BE to make changes in the layout work without definite instructions in each case.

B. It is the responsibility of the D-BE to see that his subcontractors (especially mechanical and electrical trades) comply with these requirements.

C. The record drawings, clearly marked, shall be turned over to the Owner at the completion of the project. D-BE shall provide as-built plans per requirements of the AE Guide.

3. OPERATIONS AND MAINTENANCE DATA

A. At 90 percent of construction completion, the D-BE shall submit to Owner, complete operating instructions, wiring and control diagrams, and maintenance manuals for all mechanical, electrical, conveying and specialty equipment installed in the facility. The data shall be complete at the time of submittal.
Partial submittals will be rejected. Initially, one copy of the submittal shall be submitted to the Owner for approval. Following approval, one electronic copy and three complete sets, shall be printed and submitted in binders with suitable index tabs for each section. This submittal shall include all data deemed necessary by Owner to operate and/or maintain the equipment, such as:

(1) Complete operating manuals.
(2) Maintenance manuals shall include:

(a) Maintenance instructions.
(b) Troubleshooting instructions.
(c) Wiring diagrams showing component values.
(d) Control diagrams.
(e) Parts lists’, including ordering number.
(f) Component shop assembly drawings, including exploded views.
(g) Field assembly drawings.

(h) Recommended spare parts inventory for two years maintenance with itemized cost of each type of part.
(i) List of special tools, with cost of each tool, required in normal maintenance

B. Prior to acceptance of the work, mechanical equipment must be put into operation in the presence of the Owner's maintenance personnel and maintenance personnel must be instructed in the operation and maintenance of equipment.

4. GUARANTEES AND WARRANTIES

A. Except as otherwise expressly provided in this contract, and in addition to all other warranties expressed, implied, or customary in the trade, the D-BE warrants all work to be free from defects of design, material, and workmanship, for a period of one year from date of Notice of Completion. The D-BE, promptly after receipt of notice, shall make good at its expense all defects developing during this period, including labor and material. If, in the opinion of Owner's Project Manager, defective materials or workmanship require immediate correction or attention to prevent loss to the Owner, or to prevent interruption of operations of the County of Orange, the Owner will attempt to give the notice required by this article, but the Owner may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the D-BE. Such action by the Owner will not relieve the D-BE of the guarantees provided in this article or elsewhere in this contract.

B. All subcontractors', manufacturers', or suppliers' warranties and guarantees, expressed or implied, respecting any material or equipment used in or a part of the work (whether on equipment of the nature above specified or otherwise) shall be deemed obtained by the D-BE as the agent of the Owner and all such warranties and guarantees shall inure to the benefit of the Owner without the necessity of separate transfer or assignment thereof; provided that, if directed by the Owner's Project Manager, the D-BE shall require such subcontractors, manufacturers, or suppliers to execute such warranties and guarantees in writing to the County of Orange.

C. The remedies provided for in this clause shall not be restrictive of but shall be cumulative and in addition to all other remedies of the Owner in respect of latent defects or fraud, and any and all warranties expressed or implied.

D. Failure by the D-BE to take corrective action on warranty performance problems and/or construction deficiencies within 24 hours after personal or telephonic notice by the Owner on items affecting use of facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the Owner taking whatever corrective action it deems necessary. All costs resulting from such action by the Owner will be claimed against D-BE or, if necessary, the Performance Bond.

5. COMPLETION

In addition to those items previously mentioned in this section, the D-BE must submit to the Owner's Project Manager the following items before Completion of the project can be considered:

(1) Revised up-to-date subcontractor list with names, addresses, and phone numbers.
(2) Building permit card signed as final by all inspectors.
(3) Roof bond and other certificates as specified.
(4) Copies of all test and inspection reports.
(5) Provide Certificate of Use and Occupancy, if required.

SECTION 01730
OPERATIONS AND MAINTENANCE DATA

1. MANUALS

General:

Where manuals are required to be submitted covering items included in this work, prepare all such manuals in durable plastic binders approximately 8 1/2 by 11 inches in size as well as in electronic format with at least the following:

A. Identification on or readable through, the front cover, stating general nature of the manual.
B. Neatly typewritten indexes near the front of the manual, furnishing immediate information as to the location, in the manual, of all data.
C. Copy of all guarantees and warranties issued.
D. Maintenance and operation instructions:

(1) Procure or prepare and include in manuals, operating and/or maintenance instruction for all equipment and/or materials that will require any adjustments, servicing, or attention for its proper operation or use.
(2) These instructions shall set forth all the information necessary for the Owner to operate, make full and efficient use of, and perform such maintenance and servicing as would ordinarily be done by Owner personnel.
(3) Write instructions in simple, non-technical language, when possible, with sufficient diagrams and explanation, where necessary, to be readily understandable to the average layman. Possible hazards shall be particularly pointed out with instructions cautioning against mistakes that might result in damage or danger to equipment, building, or personnel.

Extraneous data:

Where contents of manuals include manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete or otherwise clearly indicate all manufacturers' data with which this installation is not concerned.

2. MANUAL CONTENT

Neatly typewritten table of contents for each volume; arrange in systematic order.

List:

A. Contractor, name of responsible principal, address, and telephone number.

B. Each product including name, address, and telephone number of:

(1) Subcontractor or installer.
(2) Recommended maintenance contractor.
(3) Local source for replacement parts.

C. Product name and other identifying symbols as set forth in the Contract Documents.

D. Product Data:

(1) Include only those sheets which are pertinent to specific product.
(2) Annotate each sheet to:

(a) Clearly identify the specific product or part installed.
(b) Clearly identify data applicable to the installation.
(c) Delete references to inapplicable data.

E. Drawings:

(1) Supplement product data with drawings where necessary to clearly illustrate:

(a) Relations of component parts.
(b) Control and flow diagrams.

(2) Do not use "Project Record Documents" as maintenance drawings.

F. Written Test:

(1) Provide where necessary to supplement Product Data and drawings. Organize in consistent format under separate headings for different procedures.
(2) Provide a logical sequence of instructions for each procedure.

G. Warranties and Maintenance Contracts

Provide copies of each of the following:

(1) Proper procedures in the event of failure.
(2) Instances which might affect validity of warranties or contracts.

3. MANUAL FOR ARCHITECTURAL MATERIALS AND FINISHES

Include the following manufacturer's data:

A. Catalog number, size, and composition.
B. Color and texture designations.
C. Required reordering information.
D. Recommended cleaning materials and methods.
E. Cautions against detrimental cleaning materials and methods.
F. Recommended cleaning and maintenance schedule.

Submit specified information for the following, if applicable:

A. Finish Hardware.
B. Resilient Flooring.
C. Fire Extinguishers.

4. MANUAL FOR MECHANICAL EQUIPMENT AND SYSTEMS

Include the following manufacturer's data:

A. Description of unit and component parts including:

(1) Function, normal operating characteristics, and limiting conditions.

(2) Performance curves, engineering data, and tests.
(3) Complete nomenclature and commercial number of replaceable parts.

B. Operating procedures including:

(1) Start-up, break-in routine, and normal operating instructions.
(2) Regulations, control, stopping, shut-down, and emergency instructions.
(3) Summer and winter operating instructions.
(4) Special operating instructions.

C. Maintenance procedures including:

(1) Routine operations.
(2) Trouble-shooting guide.
(3) Disassembly, repair and reassembly.
(4) Alignment, adjusting, and checking.
(5) Servicing and lubricating schedule, including recommended lubrications.

D. Manufacturer's printed operating and maintenance instructions.
E. Control systems operation sequences.
F. Parts list, illustrations, assembly drawings, and diagrams necessary for maintenance, including:

(1) Life expectancy of parts subject to wear.
(2) Items recommended to be stocked as spare parts.

G. As-installed control systems diagrams.
H. Color code legend, if any.
I. Valve tag number chart, with location and function of each valve.

5. MANUAL OF UNIT AND COMPONENT PARTS INCLUDING

A. Description of unit and component parts including:

(1) Function, normal operating characteristics and limiting conditions.
(2) Performance curve, engineering data and tests.
(3) Complete nomenclature and commercial number of replaceable parts.

B. Panel board circuit directories indicating:

(1) Electrical service.
(2) Controls.
(3) Communications, if any.

C. As-installed wiring color-code legend, if any.

D. Operating procedure including:

(1) Routine and normal operating instructions.
(2) Sequences required.
(3) Special operating instructions.

E. Maintenance procedures, including:

(1) Routine operations.

(2) Trouble-shooting guide.
(3) Disassembly, repair, and reassembly.
(4) Adjustment and checking.

F. Manufacturer's printed operating and maintenance instructions.

G. Parts list, including current prices, and recommended spare parts to be maintained in storage.

Submit specified information for the following:
Electrical equipment as specified in Sections 16000 through 16721 of these specifications.

6. ADDITIONAL DATA

Prepare and include the following:

A. Additional data when need becomes apparent during instruction to Owner's personnel.
B. Additional data specified in other sections of Specifications to be included.

7. SUBMITTAL SCHEDULE

A. Preliminary Draft:
(1) Submit two copies of the proposed format, approximately thirty (30) days before Substantial Completion.
(2) The Owner will review and return one copy with comments.

B. Final Submittal:

(1) Submit, in final form, one copy of complete data fifteen (15) days prior to final inspection. Copy will be returned with comments.
(2) Submit four (4) copies, in approved final form, prior to final inspection and acceptance.

8. INSTRUCTION OF THE COUNTY'S PERSONNEL

Prior to final acceptance and payment, instruct the Owner's personnel in necessary operation, adjustment, and maintenance of the products, equipment, and systems.

Operating and maintenance manual shall constitute basis of instruction.

Review manual contents with the Owner's personnel, in detail, to explain all aspects of operations and maintenance.

A listing of all personnel receiving instructions, complete with signature verifying same, dates of instruction and other pertinent data shall be delivered to the Owner upon completion of instruction session(s).

SECTION 01740
WARRANTIES AND GUARANTEES

1. SUBMITTAL REQUIREMENTS

Assemble Warranties, and Service and Maintenance Contracts, executed by each of the respective manufacturers, suppliers and Subcontractors.

Number of original signed copies required: Four (4) each.

Table of Contents: Neatly typed in orderly sequence.

Provide complete information for each one of the following items:

A. Product or Work Item.
B. Firm, with name of principal, address, and telephone number.
C. Beginning date of Warranty, or Service and Maintenance Contract.
D. Duration of Warranty, or Service and Maintenance Contract.
E. Provide the following information for the Owner's Personnel:

   (1) Procedures in case of failure or malfunction.
   (2) Instances which affect Warranty or validity.

F. D-BE, name of responsible principal, address, and telephone number.

2. SUBMITTAL FORM

Punch sheets for standard 3-ring binder as well as an electronic copy.
Size: 8 1/2 x 11 inches.
Fold larger sheets to fit into binder.

Cover:

Identify each packet with typed or printed title "Warranties and Guarantees." List:

A. Title of Project.
B. Name of Contractor.

SECTION 01045
CUTTING AND PATCHING

1. REQUIREMENTS INCLUDED

The D-BE shall be responsible for cutting, fitting and patching, including attendant excavation and backfill, required to complete work and to:

A. Make its parts fit together properly;
B. Uncover work to provide for installation of ill-timed work;
C. Remove and replace defective work;
D. Remove and replace work not conforming to the Contract;
E. Remove samples of installed work as required for testing;
F. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

2. RELATED REQUIREMENTS

See General Conditions

3. SUBMITTALS

A. Submit the following in accordance with General Conditions.
B. Submit a written request to the Owner well in advance of executing cutting or alteration which affects:

(1) Work of the Owner or a separate contractor;
(2) Structural value or integrity of any element of the Project;
(3) Integrity of weather-exposed or moisture-resistant elements;
(4) Efficiency, operational life, maintenance or safety of operational elements; or
(5) Visual qualities of sight-exposed elements.

C. The Request shall include:

(1) Identification of the Project and a description of affected work;
(2) Necessity for cutting, alteration or excavation;
(3) Effect on work of the Owner or a separate contractor, or on structural weatherproof integrity of the Project;
(4) Alternatives to cutting and patching;
(5) Cost proposal, when applicable;
(6) Written permission of separate contractor(s) whose work will be affected; and
(7) Description of the proposed work including:
    (a) Scope of cutting, patching, alteration, or excavation;
    (b) Products proposed to be used; and
    (c) Extent of refinishing to be included.

D. Should conditions of the work or schedule indicate a change of products from the original installation, the D-BE shall submit a request for substitution as specified in–General Conditions - Substitutions and Product Options.
E. Submit a written notice to the Owner designating the date and time the work will be uncovered.

4. MATERIALS

A. Comply with specifications and standards for each specific product involved.
B. Where specifications and standards have not been provided, provide materials and fabrication consistent with the quality of the project intended for commercial construction.
C. Provide new materials for cutting and patching unless otherwise indicated.

5. INSPECTION

A. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.
B. After uncovering work, inspect conditions affecting installation of products, or performance of work.
C. Report unsatisfactory or questionable conditions to the Owner in writing; do not proceed with work until the Owner provides further instructions.

6. PREPARATION

A. Provide adequate temporary support as necessary to assure structural value or integrity of the affected portion of work.
B. Protect other portions of the Project from damage.

7. PERFORMANCE

A. Execute cutting by methods which will provide proper surfaces to receive installation of repairs.
B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
C. Employ the same installer or fabricator to perform cutting and patching work as employed for new construction for:

    (1) Weather-exposed or moisture resistant elements.
    (2) Sight-exposed finished surfaces.

D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
E. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of the Contract Documents.
F. Fit work tight to pipes, sleeves, ducts, conduit and penetrations through surfaces.
G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:

    (1) For continuous surfaces, refinish to nearest intersection.
    (2) For an assembly, refinish entire unit.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Contract on the dates opposite their respective signatures:

D-BE, ***Snyder Langston LP***

Date: 4/6/2016

By: DocuSigned by: FCA067F6428A470 Signature

John Rochford President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 4/6/2016

By: DocuSigned by: Paul Pfeiffer 64B14337F0BA435 Signature

Paul Pfeiffer VP Chief Financial Officer
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date:_____

By:_____

Print Name:_____

Title: Deputy Purchasing Agent

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By:_____

Date: 4-6-16

ATTACHMENT A
SCOPE OF WORK

SEE EXHIBIT A
SECTION III PROGRAM REQUIREMENTS
PAGES 1-142

ATTACHMENT B
COST/COMPENSATION

I. **COMPENSATION**: This is a Guaranteed Maximum Price (GMP) Contract between County and Contractor for design and construction services for an OC Animal Care Facility, as set forth in Attachment A, "Statement of Work". D-BE agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by D-BE of all its duties and obligations hereunder. D-BE shall only be compensated as set forth herein below for work performed in accordance with the Statement of Work. **County shall have no obligation to pay any sum in excess of the Total GMP specified herein below unless authorized by amendment in accordance with Articles X and X of the County Contract Terms and Conditions.**

II. **PRICE**:

A. Proposed Fee:

i.	D-BE Contingency:	$ 66,888
ii.	Owner Contingency:	$ 170,000
iii.	GMP 1:	$ 2,306,756
iv.	Remaining GMP(s):	$ 30,261,356
v.	Allowance No. 1	$ 20,000

B. Total Project Not To Exceed: $ 32,825,000

III. **DESIGN-BUILDER EXPENSE:** D-BE will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

IV. **PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with D-BE. Incomplete or incorrect invoices are not acceptable and will be returned to the D-BE for correction.

Billing shall cover services and/or goods not previously invoiced. The D-BE shall reimburse the County for any monies paid to the D-BE for goods or services not provided or when goods or services do not meet the Contractor requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

V. **INVOICING INSTRUCTIONS:** The D-BE will provide an invoice on the D-BE's letterhead. Each invoice will have a unique number and will include the following information:

A. Name and address

B. Remittance address, if different from (A), above
C. Name of County agency/department
D. Delivery/service address
E. Contract number
F. Service Date
G. Description of Services
H. Total
I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/A & E Project Management
Attn: Joe Seybold
1143 E. Fruit St.
Santa Ana, CA 92703

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C

STAFFING PLAN

I. KEY PERSONNEL

Name	Classification/Designation	Years of Experience	Licenses/Certifications (include license number)
Peter Tuma	Project Executive	35	GC 683635
Jenny Walker	Project Manager	21	GC 683635
Greg Hurlock	Chief Estimator	30	GC 683635
Andy Adair	Superintendent	10	GC 683635
Richard Rauh	Principal - in- charge	37	AIA CA No. C12777
Warren Freedenfeld	Programming/QC	46	AIA CA No. C24580
Eric Nelson	Project Architect/PM	25	AIA MA No. 30147330

Design-Builder understands that the personnel represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by the County. Substitution or addition of Design-Builder's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager. N***ote: The written approval of substituted Design-Builder Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.***

Design-Builder may reserve the right to involve other Design-Builder personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County Project Manager written approval. ***Note: The written approval of additional Design-Builder Key Personnel is for departmental use only and shall not be used for auditing purposes outside OC Public Works.*** County reserves the right to have any Design-Builder personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Design-Builder personnel.

ATTACHMENT D
MAJOR SUBCONTRACTOR LIST

I. SUBCONTRACTOR(S)

Listed below are subcontractor(s) anticipated by Design-Builder to perform services specified in Attachment A. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
Hallin & Herrera 502 Chaney St., # L Lake Elsinore, CA 92530	Steve Hallin 951-245-8554	Building Concrete
Masonry Concepts 15408 Cornet St. Santa Fe Springs, CA 90670	Antony Deneri 562-802-3700	Masonry
PlasTal 8815 Sorenson Ave. Santa Fe Springs, CA 90670	Sean Brunton 562-945-0013	Steel
Anning-Johnson Company 13250 Temple Ave. City of Industry, CA 91746	Sergio Nuñez 626-369-7131	Metal Deck
Taber Company, Inc. 1442 Ritchey Street Santa Ana, CA 92705	Brian Taber 714-543-7100	Millwork
Red Pointe Roofing 2106 N. Glassell Street Orange, CA 92865	Tony Clifford 714-685-0010	Roofing
Seeley Bros 1400 Moonstone Brea, CA 92821	David Seltzer 714-224-3949	Doors, Frames & Hardware
Hale Glass 1910 Estelle Ln. Placentia, CA 92870	Brian Hale 714-572-5070	Glass and Glazing
Nova Drywall Systems 100-5350 272 Street Langley, BC V4W 153	Billy Barrick 949-280-4999	Drywall, Lathg & Plaster
MS Rouse 18012 Cowan, Suite 150 Irvine, CA 92614	David Martinez, Jr. 949-296-0110	Flooring
Artisan Coatings 17534 Studebaker Road Cerritos, CA 90703	Luis C. Lozano 562-402-5600	Painting
Shor-Line 511 Osage Avenue Kansas City, Kansas 66105	Timothy Hemings 800-444-1579 Ext. 2354	Cages
G & A Fire Protection 14617 Keswick St. Van Nuys, CA 91405	Amnon Ambar 818-780-9080	Fire Sprinklers
Control Air 5200 E La Palma Ave.	Scott Grimm 714-777-8600	Plumbing

Anaheim, CA 92807		
Control Air 5200 E La Palma Ave. Anaheim, CA 92807	Dan Racculuglia 714-777-8600	HVAC
AJ Kirkwood 2752 Walnut Avenue Tustin, CA 92780	Aidan Culligan 714-505-1977	Electrical
Valley Crest 11555 Coley River Circle Fountain Valley, CA 92708	Jeff Mutch 657-269-4107	Site Concrete, Landscaping Irrigation
Ben's Asphalt, Inc. 2200 S Yale St. Santa Ana, CA 92704	714-540-1700	AC Paving
Qwest Engineering, Inc. 465 West 1st Street Tustin, CA 92780	Tim Bell 714-842-7778	Earthwork & Grading

SECTION III
PROGRAM REQUIREMENTS

FOR
OC ANIMAL CARE FACILITY

RFP NO. 080-C006276-HH

REVISED APRIL 6TH, 2016

SECTION III – PROGRAM REQUIREMENTS

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1.0 PROGRAM REQUIREMENT SUMMARY

1.0 PROGRAM REQUIREMENTS SUMMARY

A. The County of Orange is seeking a Design-Build Entity to work with its stakeholders to construct a new Orange County (O.C.) Animal Care Facility located at an approximately 10 acre site in the city of Tustin, CA. Founded in 1941 in the City of Orange, O.C. Animal Care began strictly as a rabies control agency with 25 dog kennels. Since then, O.C. Animal Care has grown to serve 18 cities and the unincorporated areas of Orange County. Animal welfare standards have elevated significantly since the 74 year old facility was constructed. O.C. Animal Care currently offers a wide range of programs and services, including quality veterinary care, spay/neuter, soft tissue and emergency surgeries, digital x-ray, laboratory diagnostics, grooming, isolation and treatment of potentially infectious animals, community outreach, education and adoption events, licensing, foster programs, volunteer programs, business licensing, animal cruelty investigations, barking dog program, dispatch services, vicious dog investigations, canvassing for license compliance, among others. OC Animal Care is an open-admission animal shelter, taking in over 30,000 animals each year. "Open admission" means that the facility receives all animals from the cities that it serves whether they are aggressive, feral, sick, under-age or injured. OC Animal Care's priority is to deliver top-notch and progressive services to its communities and animals.

B. OC Animal Care's mission is to deliver prompt, quality care and shelter to homeless animals, reunite animals with their owners, facilitate adoption, provide public safety and enhance human-animal bond. The project goal is to create an important environment not only for the animals, employees and visitors, but for the community as a whole. OC Animal Care envisions the new, expanded, and modern facility to provide education and community-oriented animal care and a safe environment for animals in the Department's care, and to establish community relationships to enhance responsible pet ownership and to increase the number of pets reclaimed by owners or adopted to new homes. The design of the new facility shall attempt to translate this mission by providing ample daylight and natural materials to create a calming atmosphere for humans and animals alike while integrating the building with its park-like setting. Superior ventilation and acoustical control are critical design criteria for both human and animal needs and especially for disease control, behavior management and the overall physical and emotional health of the animals. Likewise, easy way-finding, safety and security of the Facility are necessary design factors.

C. The principal facility is anticipated to be a freestanding, two-story structure of approximately 50,000 square feet which shall house the following: customer service center with comfortable and safely designed public area; state-of-the-art veterinary care, examination, and observation spaces; learning/training center; administrative office; animal intake; animal control; ~~and warehouse~~ storage. The state-of-the-art animal holding facilities shall be approximately 17,076 square feet consisting of approximately ~~16~~ 8 stand-alone indoor-outdoor kennel structures. Other programs include large kitchens for preparing animal meals, "get-acquainted" rooms for cats, and outdoor yards for the adopter to get to know dogs and other animals. The new kennels shall keep animals comfortable with mechanical temperature control and ventilation systems, while visitors will enjoy the garden settings of the kennel areas. A large learning/ training center will be used for everything from staff training to community events. Other requirements include approximately 32,835 square feet of outdoor circulation; approximately 120,797 square feet of landscape/ exterior area; and approximately 74,706 square feet of staff parking. (Refer to Program Space Report for detailed area breakdown.)

D. While a LEED certification is not sought, we envision the new Animal Care Facility to be designed with utmost regards for sustainable design and construction practices including the

following: use of recycled materials; highly insulated building envelopes; low energy heating and cooling systems; high efficiency lighting and controls; abundant use of natural light and daylight harvesting; water conserving plumbing fixtures; drought tolerant native landscaping; construction waste reduction and recycling; minimize solar heat gain; indoor air quality; acoustical design

E. The Project Site consists of a 10-acre parcel located in the City of Tustin within the former Tustin MCAS site, now referred to as the Tustin Legacy. The Project Site lies south west of the Advanced Technology and Education Park (ATEP) campus, north east of the Rancho Santiago Community College District (RSCCD) Sheriff's Training Academy, and bordered by existing Armstrong Avenue and proposed Bell Avenue. The layout of the Site shall take into consideration the following:

1. The Southern 3.3 Acre triangular portion of the site shall be used for parking and/or outdoor landscape area. No habitable structures shall be located on this portion of the site.
2. Animal Housing shall be located away from the North property boundary to provide a visual and acoustical buffer from the ATEP site.
3. The facility shall have a strong visual presence from the street to convey its importance as a community landmark. The facility should be easily identifiable from the street through a combination of building massing, architectural treatment, building signage and monument signs.
4. Site Access and Parking: See Part 2.0 Individual Area & Room Requirements. Staff parking shall be located on the existing tarmac.

F. Furniture, Fixtures and Equipment (FFE)
   a. The D-BE shall include an allowance of $815,000 for FFE (beyond what is already included herein). Scope of work for FFE to be determined.

1.1 SCALABILITY AND PHASING STRATEGIES

The scale of the proposed Animal Care Facility is designed for the capacity of operation to serve 18 cities and the unincorporated areas of Orange County at its grand opening. However, it is possible that the participation rate of the cities may or may not be as anticipated; and therefore, the County requests that the D-BE includes a strategic master plan that provides the structure for phasing the development and describes in both general and detailed terms what will be constructed and in what sequence. The phasing document should clearly convey the scalability and phasing vision that ensures efficient and expedient construction process. It is assumed that the main Animal Care Facility building shall be developed to its full capacity, and only the Kennel buildings will be subject to phasing. Included in the phasing plan shall be the cost analysis of the phasing plan.

1.2 PROGRAM REQUIREMENTS – GENERAL.

A. Section III Program Requirements sets forth the programmatic and technical requirements for the project and shall serve as the basis of design for the new OC Animal Care Facility.
   1. Program Space Report: The project shall provide a fully functioning facility that meets or exceeds the space and area requirements of the Program Space Report included herein. Any Core Factor saving shall be put back into functional Animal Care Facility as to maintain the total allotted square footage.

2. Program Bubble Diagrams: The project shall provide a fully functioning facility that conforms to the area adjacency requirements shown in the Bubble Diagrams included herein.
3. Individual Area & Room Requirements, and Basis of Design: The project shall provide a fully functioning facility that meets or exceeds the descriptive requirements contained in this section.
   a. This Section includes desired architectural character, spatial quality descriptions, and general project parameters.
   b. This Section is intended to provide information about the general nature of the spaces contained within the program. It is not exhaustive in scope; where specific finishes, materials, or other items are noted, designers are encouraged to offer alternatives. Spaces required for utilities, data and circulation are not included in this section.
4. Performance Specifications: The project shall provide a fully functioning facility that meets or exceeds the performative provisions of Part 9.0 Performance Specifications.
   a. The Performance Specifications include information about the technical requirement of the spaces contained within the program. It is not a comprehensive specification and does not necessarily represent all systems that shall be incorporated into the design and construction of the project.
5. ~~Geotechnical Letter; The Geotechnical Report (which is being prepared by the County) for the new OC Animal Care Facility is pending as of the date of issuance of this RFP. The Geotechnical Letter included herein is being provided for reference in the interim. Please note the findings and recommendations summarized in the letter are based on a previous report for a project located on the North of the subject property and does not reflect variations which may occur at the subject property~~. SEE GEOTECHNICAL REPORT DATED JANUARY 10, 2016 PREPARED BY STANTEC

B. Sustainable Design
   1. The DB-E shall integrate sustainable design principles into the design, development and construction of the project as described in 1.0 Program Requirements Summary. Sustainable design strategies shall be implemented to reduce the total cost of ownership of the facility using a whole building, life-cycle cost approach.

   2. Provide a narrative describing the integrated sustainable design strategies and features to minimize the energy consumption of the facilities; conserve resources; minimize adverse effects to the environment; and improve occupant productivity, health, and comfort.

C. Site Design – (see Part 8.0 Concept Diagrams and Plans- Conceptual Site Plan)
   1. The site layout of all improvements shall give special consideration to the functionality of the vehicular and pedestrian site circulation. Plans shall clearly show and identify the following:
      <u>SITE ENTRY</u>
      a. A main Public Parking Entrance.
      b. A main Staff Parking Entrance.
      c. A main Animal Control Parking Entrance. (may be combined with Staff Parking Entrance)
      <u>PUBLIC BUILDING ENTRY</u>
      d. A main Customer Service Entrance.
      e. A main Animal Intake Entrance.
      f. A main Learning/Training Center Entrance
      g. A main Medical Clinic Entrance.
      <u>STAFF BUILDING ENTRY</u>
      h. A main Shelter Staff Entrance.
      i. A main Medical Staff Entrance.

j. A main Animal Control Entrance.

SITE DESIGN - GENERAL

k. Access to secured bicycle storage as required by code.
l. Access to a variety of exercise and visitation yards.
m. Access to public and non-public Kennels.
n. An accessible route shall connect the site to the public way and shall connect all buildings on the site.
o. Security Fences and Controlled Access Gates.

~~1.3 MODIFICATION DURING DESIGN~~

~~A. As the design is developed by the D-BE as part of its proposal, the design may suggest modifications to the program and/or adjacency requirements. Such modifications shall be considered by the County, and may be accepted with the following condition:~~

~~1. If the proposed modifications demonstrate the need for a fundamental change to basic space and adjacency assumptions, such modifications shall be considered "open" and shall be noticed to all D-BE.~~

~~2. If the proposed modifications are creative solutions that enhance the basic space and adjacency requirements as identified by the County, such modifications shall be considered "closed" and shall not be noticed to the other D-BE.~~

~~3. The County, in its sole discretion, shall determine the acceptability of proposed modifications.~~

~~B. If there is a conflict between the Program Space Report, Concept Diagrams and Plans, Individual Area and Room Requirements, Basis of Design, and the Performance Specifications for any individual element, the more restrictive criteria shall be provided.~~

1.4 PROGRAM SPACE REPORT ~~(Net Square Feet Unless Noted Otherwise)~~

~~Note: Square footage allocations below are approximate.~~
~~See Concept Diagrams & Plans for Area Adjacency Requirements~~

~~**CUSTOMER SERVICE**~~	~~**5,060**~~	~~**SF** (NET UNLESS NOTED OTHERWISE)~~
~~Lobby~~	~~2,000~~	~~include animal showing & merchandising~~
~~Adoption & Redemption~~	~~880~~	~~(10) 6'x6' adoption workstations~~ ~~(5) 6'x6' redemption workstations~~ ~~(2) 10'x12'supervisor offices, soundproofed~~ ~~(1) 10'x10' consultation room~~
~~Learning/ Training Center~~	~~1,500~~	~~200 people.~~
~~Restrooms/ Custodial~~	~~600~~	~~Public multi-accommodation restrooms~~
~~Storage Closet~~	~~80~~	~~10'x8'~~
~~**INTAKE AREA**~~	~~**765**~~	~~**SF**~~
~~Consultation/Counselling~~	~~240~~	~~(2) 10'x12' offices~~
~~3rd Party Group~~	~~225~~	~~15'x15' room with (3) 8'x8' workstations for 3 people~~
~~Relinquishing Area~~	~~300~~	~~(4) 6'x6' workstation. (6) cages. (2) 4'x10'~~

		~~run. 2 sided service & runs~~
~~**ADMINISTRATION**~~	~~**6,925**~~	~~**SF**~~
~~Hearing~~	~~600~~	~~(2) 20'x15' hearing officer + animal control+ plaintiffs + dependents: 10+~~
~~Briefing/ Conference Room~~	~~500~~	~~large conference room, (35) people~~
~~Call Center~~	~~1,260~~	~~(35) 6'x6' workstations~~
~~• Supervision Offices~~	~~600~~	~~(5) 10'x12' soundproof offices with 6'x6' desks, drawers, storage, and one guest chair~~
~~• Administrative Manager~~	~~225~~	~~15'x15' office, soundproofed~~
~~• Chief's Office~~	~~150~~	~~15'x10' office, soundproofed~~
~~• Large Storage Closet~~	~~80~~	~~8'x10'~~
~~• Radio Storage Area~~	~~100~~	~~10'x10' room, 25' linear shelving at 20" deep~~
~~Volunteer Center~~	~~150~~	~~15'x10' room~~
~~Mail Room~~	~~150~~	~~15'x10' room with 6'x6' workstation with phone~~
~~Break Room~~	~~300~~	~~break room with sinks and appliances~~
~~Restrooms/ Custodial~~	~~400~~	~~Staff multi-accommodation restrooms~~
~~Lactation Room~~	~~150~~	~~15'x10' room~~
~~Community Outreach Room~~	~~500~~	~~(5) 6'x6' workstations + table & lateral files~~
~~Community Outreach Supervisor~~	~~150~~	~~15'x10' located near or next to Community Outreach Room~~
~~Procurement/ Delivery Office~~	~~100~~	~~10'x10' workstation~~
~~Manager's Office~~		
~~• Budget Manager~~	~~120~~	~~10'x12' private office~~
~~• Administration Manager~~	~~360~~	~~(3) 10'x12' private office~~
~~• For Future Staff Needs~~	~~120~~	~~10'x12' private office~~
~~Director's Office~~	~~300~~	~~15'x20' large room with area for small conferences~~
~~Director's Assistant Office~~	~~180~~	~~12'x15' room~~
~~Secretary Area~~	~~100~~	~~8'x8' workstation~~
~~Accounting Office~~	~~250~~	~~(3)6'x8' desk, storage, and safe~~
~~Storage Closet~~	~~80~~	~~8'x10' near delivery area for office supplies~~
~~**ANIMAL CONTROL**~~	~~**11,092**~~	~~**SF**~~
~~Rabies Workstation~~	~~200~~	~~(3) 8'x8' workstations~~
~~Briefing Room~~	~~1,500~~	~~(30) 6'x6' unassigned workstation, table and seating for 30~~
~~Dispatch Booth~~	~~225~~	~~15'x15' soundproof room, (3) 6'x6' workstation~~
~~Dispatch Supervisor Office~~	~~200~~	~~(2) 8'x8' workstation. 3- 4 drawer filling cabinet~~
~~Dispatch Phone Room~~	~~600~~	~~(8) 8'x8' workstation~~
~~Sergeant Work Area~~	~~960~~	~~(15) 8'x8" workstation open and connected to briefing room~~

~~Field Lieutenant Offices~~	~~1,200~~	~~(10) 10'x12' office (private)~~
~~Operation Department Office~~	~~300~~	~~20'x15' (4) 8'x8' workstations w/ (3) 4 drawer filling cabinets~~
~~Training Room~~	~~225~~	~~15'x15' room~~
~~Manager Office~~	~~180~~	~~15'x12' office, large desk, 3 guest chairs, large cabinet~~
~~Radio Storage Area~~	~~100~~	~~10'x10' room, 25' linear shelving at 20" deep~~
~~Equipment/Inventory Room~~	~~400~~	~~12'x20'~~
~~Secure Storage~~	~~80~~	~~10'x 8' room for gun safes~~
~~Restrooms/ Custodial~~	~~400~~	~~Staff multi-accommodation restrooms~~
~~Locker Rooms~~	~~1,500~~	~~(75) full size lockers~~
~~Shower Facilities~~	~~300~~	
~~Business Licensing~~	~~400~~	~~(5) 8'x8' work station~~
~~• Supervisor's Office~~	~~120~~	~~10'x12' with 6'x6' desk, drawers storage, and room for one guest chair.~~
~~• Manager's Office~~	~~180~~	~~15'x12' with 6'x6' desk, drawers storage, and room for one guest chair.~~
~~Record Room~~	~~150~~	~~10'x15' room~~
~~Showcase Kennels~~	~~32~~	~~(2) 4' x 4' room~~
~~Storage Closet~~	~~240~~	~~(3) 8' x 10' one closet to be used as for uniform items.~~
~~Sally Port~~	~~1,600~~	~~40'x40'~~
~~**MEDICAL**~~	~~**4,675**~~	~~**SF**~~
~~Medical Area~~	~~1,500~~	~~(5) 8'x8' workstation. (4) 5'x2.5' wet table. & cages~~
~~Supervising RVT Office~~	~~120~~	~~10'x12' office~~
~~Recovery Area~~	~~200~~	~~20'x10' cages and "beach" area~~
~~Storage Closet~~	~~150~~	~~10'x15'~~
~~Surgery~~	~~800~~	~~(3) 15'x15' room, (4) 5'x2.5' wet table , (3) 6'x6' workstations~~
~~Euthanasia Area~~	~~180~~	~~12'x15' room with workstation~~
~~Morgue Refrigerator~~	~~180~~	~~12'x15' room~~
~~Supervisors Office~~	~~120~~	~~10'x12' office~~
~~Laundry Room (Medical)~~	~~450~~	~~15'x30 room for surgical laundry only~~
~~Doctor's Office~~	~~300~~	~~15'x20' office (4) 8'x8' workstation~~
~~Special Attention Area~~	~~225~~	~~15'x15' room large animals requiring close attention~~
~~X-Ray W/Computer~~	~~100~~	~~10'x10' area with storage for xray supplies~~
~~TNR Pick-Up/ Multi-Purpose~~	~~100~~	~~10'x10' room (trap neuter release) multi-purpose room near surgery~~
~~Restrooms/ Custodial~~	~~250~~	~~Staff multi-accommodation restrooms~~
~~**ANIMAL HOUSING**~~	~~**44,311**~~	~~**SF**~~
~~Overnight Impound Receiving~~	~~250~~	~~(4) indoor cages and near sally port~~

~~Dog Kennels (Public & Non-Public)~~	~~31,000~~	~~(360) standard 4'x6' indoor area connected to 4'x6' outdoor area (45) large breed 6'x6' indoor area connected to 6'x6' outdoor area. (45) small breed 3'x3' indoor area connected to 3'x3' outdoor area. Number of dog kennels & 8' walkway~~	
~~Cat Area (Public)~~	~~3,200~~	~~(250) cages subdivided into 2 compartments. (2) 8'x8' cat visiting areas~~	
~~Cat Condo (Not Public)~~	~~1,370~~	~~15'x15' kittens. 15'x15' nursing queen. (9) 8'x10' feral cats with climbing shelves~~	
~~Group Cat Room (Public "Showcase")~~	~~200~~	~~(2) 10'x10' with climbing shelves~~	
~~Storage Closet (Cat Area)~~	~~120~~	~~10'x12'~~	
~~Food Prep Area~~	~~150~~	~~10'x15' with visual display boards~~	
~~Rabbit Cages (Indoors or Covered)~~	~~300~~	~~(30) 3'x2' cage with cover with sink~~	
~~Exotic Animals~~	~~450~~	~~(25) 3'x2' cage. (3) 10'x15' room with sink~~	
~~Special Attention (Long Term Kennels)~~	~~3,000~~	~~10% addition (45) kennels~~	
~~Poultry & Water Fowl~~	~~500~~	~~20'x25'~~	
~~Barn & Stalls For Larger Animals~~	~~576~~	~~24'x24' barn. (2) 12'x12' stall. 9'x8' tack room~~	
~~Shelter Staff Area~~	~~2,000~~	~~(4) 10'x12' office. (1) 10'x12' Chief's Office (12) 6'x6' workstation. Break/training for 30 staffs (1) 10'x15' Shelter Sergeant Office w/ (40) lockers~~	
~~Grooming Area~~	~~225~~	~~15'x15' area with storage cabinets~~	
~~Animal Evaluation Room~~	~~400~~	~~20'x20' also for indoor visiting and exercise~~	
~~Laundry Room (Staff)~~	~~450~~	~~15'x30' for staff laundry (accessible to volunteers)~~	
~~Storage Closet~~	~~120~~	~~(3) 8'x5' food/blanket/supply storage~~	
~~**CENTRAL PLANT**~~	~~**1,800**~~	~~**SF**~~	
~~**WAREHOUSE STORAGE**~~	~~**1,600**~~	~~**SF**~~	~~High Bay Storage Room with Warehouse Storage Rack System~~
~~**EMERGENCY SUPPLY**~~	~~**1,200**~~	~~**SF**~~	~~Stores MRE meals, water, medical aid supplies, tents, cots, generators, etc. with built in Shelving~~
~~**SUBTOTAL BUIDLING AREA**~~	~~**77,428**~~	~~**SF**~~	
~~20% APPROXIMATE CORE FACTOR~~	~~**15,486**~~	~~**SF**~~	
~~TOTAL BUILDING AREA~~	~~**92,914**~~	~~**SF (GROSS)**~~	
~~**SITE : APPROX. 10 ACRES**~~	~~**435,600**~~	~~**SF**~~	
~~Main Building (1st Floor)~~	~~**39,084**~~	~~**SF (GROSS)**~~	
~~Main Building (2nd Floor)~~	~~**11,390**~~	~~**SF (GROSS)**~~	
~~Stand Alone Kennels~~	~~**42,440**~~	~~**SF (GROSS)**~~	
~~Landscape/ Exterior Area~~	~~**114,799**~~	~~**SF**~~	
~~Public Parking~~	~~**44,285**~~	~~**SF**~~	
~~Staff Parking/ Driveways~~	~~**98,472**~~	~~**SF**~~	

~~Outdoor Circulation~~	~~**70,660**~~	~~**SF**~~
~~Sheriff Joint Use~~	~~**25,860**~~	~~**SF**~~

Orange County Animal Care Facility - RFA#1525

OCACF PROGRAM AREA ANALYSIS

1-Apr-2016

No	Program Space	RFP Program Area		2/11 Proposal Area		12-Apr	
1	Director's Office	300	SF	222	SF	158	SF
1.1	Director's Bathroom	I.D.A.		I.D.A.		N.I.C.	
2	Assistant Director's Office	180	SF	175	SF	120	SF
3	AC Administration Manager's Office	225	SF	120	SF	120	SF
3.1	Administration Manager's Office	120	SF	120	SF	120	SF
3.2	Administration Manager's Office	120	SF	120	SF	N.I.C.	
3.3	Administration Manager's Office	120	SF	120	SF	N.I.C.	
3.4	Admin. Briefing & Conference Room	N.I.C.		382	SF	N.I.C.	
4	AC Chief's Office	150	SF	125	SF	102	SF
5	Exec. Admin. Secretary	100	SF	63	SF	70	SF
6	Future Office	120	SF	106	SF	N.I.C.	
7	Radio Storage - Admin	100	SF	86	SF	12	SF
7.1	Radio Storage - Animal Control	100	SF	100	SF	40	SF
8	Budget Manager's Office	120	SF	130	SF	121	SF
9	Accounting	250	SF	234	SF	330	SF
9.1	Work Stations - 3 @ (6 x 8)	(3) I.D.A.		(3) I.D.A.		(3) I.D.A.	
10	Business Licensing Supervisor's Office	120	SF	102	SF	109	SF
11	Business Licensing Manager's Office	180	SF	140	SF	109	SF
12	Business Licensing	400	SF	440	SF	463	SF
12.1	Work Stations - 5 @ (6 x 8)	(5) I.D.A.		(5) I.D.A.		(3) I.D.A.	
12.2	Record Room	150	SF	N.I.C.		N.I.C.	
13	Operation Manager's Office	180	SF	140	SF	N.I.C.	
14	Operations	300	SF	390	SF	332	SF
14.1	Work Stations - 4 @ (8 x 8) = 64 SF each	(4) I.D.A.		(4) I.D.A.		(3) I.D.A.	
15.1	Call Center Supervisor's Office	120	SF	120	SF	109	SF
15.2	Call Center Supervisor's Office	120	SF	120	SF	109	SF
15.3	Call Center Supervisor's Office	120	SF	120	SF	120	SF

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15.4	Call Center Supervisor's Office	120	SF		120	SF		N.I.C.	
15.5	Call Center Supervisor's Office	120	SF		120	SF		N.I.C.	
16	Call Center	1,260	SF		2,345	SF		1,200	SF
16.1	Work Stations - 35 @ (6 x 6) = 36 SF each	(35)	I.D.A.		(35)	I.D.A.		(25)	I.D.A.
17	Sergeant's Work Area	960	SF		1,323	SF		500	SF
17.1	Work Stations - 15 @ (8 x 8) = 64 SF each *(6 x 8) = 48 SF each	(15)	I.D.A.		(15)	I.D.A.	*	(8)	I.D.A.
18	AC Briefing/Conference	500	SF		500	SF		234	SF
19.1	Field Lieutenant's Office *Double Occupancy	120	SF		120	SF	*	120	SF
19.2	Field Lieutenant's Office *Double Occupancy	120	SF		120	SF	*	120	SF
19.3	Field Lieutenant's Office *Double Occupancy	120	SF		120	SF	*	120	SF
19.4	Field Lieutenant's Office *Double Occupancy	120	SF		120	SF	*	120	SF
19.5	Field Lieutenant's Office	120	SF		120	SF		N.I.C.	
19.6	Field Lieutenant's Office	120	SF		120	SF		N.I.C.	
19.7	Field Lieutenant's Office	120	SF		120	SF		N.I.C.	
19.8	Field Lieutenant's Office	120	SF		120	SF		N.I.C.	
19.9	Field Lieutenant's Office	120	SF		120	SF		N.I.C.	
19.10	Field Lieutenant's Office	120	SF		120	SF		N.I.C.	
20	Briefing Unassigned Work Area	1,500	SF		1,700	SF		1,246	SF
20.1	Work Stations - 30 @ (6 x 6) = 36 SF each *(2 X 6) Desk	(30)	I.D.A.		(32)	I.D.A.	*	(20)	I.D.A.
20.2	Animal Control Work Area	N.I.C.			N.I.C.			150	SF
21	Training Room *(Function incorporated into Animal Evaluation	225	SF		288	SF	*	N.I.C.	
22	Dispatch Phone	600	SF		664	SF		242	SF
22.1	Work Stations - 8 @ (8 x 8) = 64 SF each	(8)	I.D.A.		(8)	I.D.A.		(6)	I.D.A.
23	Dispatch Booth	225	SF		286	SF		201	SF
24	Dispatch Supervisor's Office	200	SF		113	SF		113	SF
25	Not Used								
26	AC Break Room *(Function incorporated into Staff Break Room)	I.E. #47			140	SF	*	N.I.C.	
27.1	AC Female Restroom	200	SF		160	SF		N.I.C.	
27.2	AC Male Restroom	200	SF		160	SF		N.I.C.	
27.3	Janitor closet-AC	12	SF		12	SF		12	SF
28.1	AC Female Shower - 2 Shower Heads	150	SF		143	SF		95	SF
28.2	AC Male Shower - 2 Shower Heads	150	SF		143	SF		95	SF
29.1	AC Female Locker Room	750	SF		767	SF		113	SF
29.2	42in. F.H. Lockers *(12in. FH Lockers)	(38)	I.D.A.		(35)	I.D.A.	*	(16)	I.D.A.
29.3	AC Male Locker Room	750	SF		767	SF		95	SF
29.4	42in. F.H. Lockers *(12in. F.H. Lockers)	(38)	I.D.A.		(35)	I.D.A.	*	(16)	I.D.A.
30	Call Center Storage	80	SF		14	SF		40	SF
31	General Storage	80	SF		80	SF		40	SF
31.1	General Storage - 3@ (8 x 10) = 80 SF each	240	SF		240	SF		240	SF
32	Lobby	2,000	SF		1,002	SF		1,002	SF
32.1	Reception Area	I.D.A.			112	SF		112	SF
33	Adoption Workstations - 10 @ (6 x 6) = 36 SF each	360	SF		1,975	SF		493	SF

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33.1	Copy Storage	N.I.C.			52	SF		52	SF
34	Redemption Lobby *(Function incorporated into	180	SF		317	SF	*	N.I.C.	
34.1	Redemption workstations - 5 @ (6 x 6) = 36 SF each *Incorporated into Intake/Relinquishing	I.D.A.			335	SF	*	N.I.C.	
35.1	Supervisor (Adoption)	120	SF		120	SF		124	SF
35.2	Supervisor (Redemption)	120	SF		121	SF		114	SF
36	Consultation Room *(Function incorporated into	100	SF		113	SF	*	N.I.C.	
37	Donation Boxes	I.E.#32			I.E.#32			I.E. # 32	
38	Learning & Training Center	1,500	SF		1,423	SF		1,415	SF
38.1	Kitchenette	I.D.A.			I.D.A.			I.D.A.	
38.2	Chair & Table Storage	N.I.C.			30	SF		29	SF
39.1	Public Restrooms (Male)	300	SF		235	SF		236	SF
39.2	Public Restrooms (Female)	300	SF		235	SF		236	SF
39.3	Janitor Closet - Lobby/Meeting Areas	12	SF		12	SF		12	SF
40	Not Used								
41	Consultation & Counseling & Bereavement 1 - Intake	120	SF		114	SF		112	SF
41.1	Consultation & Counseling & Bereavement 2 - Intake *(Function replaced by Redemption Supervisor)	120	SF		112	SF	*	N.I.C.	
42	Third Party Group (TPG)	225	SF		307	SF		200	SF
43	Intake Relinquishing Area	300	SF		504	SF		622	SF
43.1	Works Stations - 4 @ (6 x 6) = 36 SF each	(4) I.D.A.			(4) I.D.A.			(4) I.D.A.	
43.2	Storage Closet	I.E.#43			I.E.#43			I.E. # 43	
44	Hearing Room 1	300	SF		302	SF		348	SF
44.1	Hearing Room 2 *(Function replaced with Community Outreach	300	SF		301	SF	*	N.I.C.	
45	Volunteer Center	150	SF		187	SF		143	SF
46	Mail Room	150	SF		134	SF		118	SF
47	Staff Break Room (& Training Room)	150	SF		242	SF		222	SF
48.1	Staff Restrooms (Male)	200	SF		126	SF		108	SF
48.2	Staff Restrooms (Female)	200	SF		126	SF		116	SF
48.3	Male Locker - Shelter Staff Sergeant	400	SF		100	SF		89	SF
48.4	Female Locker - Shelter Staff Sergeant	400	SF		100	SF		88	SF
49	Lactation Room	150	SF		159	SF		64	SF
50	Community Outreach Room	500	SF		545	SF		273	SF
50.1	Work Stations - 5 @ (6 x 6) = 36 SF each	(5) I.D.A.			(5) I.D.A.			(5) I.D.A.	
51	Community Outreach Supervisor *(Function incorporated into Community Outreach Room)	150	SF		130	SF	*	N.I.C.	
52	Procurement & Delivery Office *(Function incorporated into	100	SF		134	SF	*	N.I.C.	
53	Rabies Workstations	192	SF		263	SF		197	SF
53.1	Work Stations - 3 @ (8 x 8) = 64 SF each * (6 X 8)	I.D.A.			I.D.A.		*	I.D.A.	
54	Not Used								
55	Equipment & Inventory Storage Room	240	SF		254	SF		240	SF
56	Secure Storage (Guns) * Function to be moved to secured shed outbuilding	80	SF		72	SF	*	N.I.C.	
57	Storage Closet-Intake	I.E.#43			I.E.#43			I.E. # 43	
57.1	Storage Closet	80	SF		66	SF		80	SF
57.2	Storage Closet	80	SF		N.I.C.			80	SF
58	Sally Port	1,600	SF		1,569	SF		1,557	SF
59	Medical Treatment Area	1,500	SF		1,281	SF		1,225	SF
59.1	Work Stations - 5 @ (8 x 8) = 64 SF each *(Continuous desk top in Alcove)	(5) I.D.A.			(5) I.D.A.		*	(3) I.D.A.	

59.2	Lab Area	I.D.A.		I.D.A.			I.D.A.	
59.3	Pharmacy	N.I.C.		14	SF		32	SF
59.4	Bathing Area - (w/ tub)	I.E.#59		I.E.#59			I.E. # 59	
59.5	Medical Storage	150	SF	163	SF		163	SF
60	Supervising Reg. Vet. Tech. (RVT) Office	120	SF	104	SF		104	SF
61	Recovery Area	200	SF	199	SF		199	SF
62	Not Used							
63.1	Surgery Room 1 - 1 Surgical Table *(2 Surgical Tables)	225	SF	225	SF	*	280	SF
63.2	Surgery Room 2 - 1 Surgical Table *(2 Surgical Tables)	225	SF	225	SF	*	280	SF
63.3	Surgery Room 3 - 1 Surgical Table	225	SF	225	SF		N.I.C.	
63.4	Oxygen Storage	N.I.C.		46	SF		30	SF
64	Surgery Prep Area	125	SF	634	SF		607	SF
65	Euthanasia Room	180	SF	196	SF		189	SF
66	Morgue Refrigerator (Walk-in Freezer)	180	SF		SF			SF
67	Supervisor's Office *(Function incorporated into RVT Office)	120	SF	124	SF	*	N.I.C.	
68	Laundry Room - Medical	450	SF	86	SF		128	SF
69	Doctor's Office	300	SF	226	SF		200	SF
69.1	Work Stations - 4 @ (8 x 8) = 64 SF each	(4) I.D.A.		(4) I.D.A.			(4) I.D.A.	
70.1	Special Attention Area-Cats	113	SF	136	SF		120	SF
70.2	Special Attention Area-Dogs	113	SF	136	SF		180	SF
71	X-Ray Room	100	SF	150	SF		163	SF
72	Trap Neuter Release (TNR) Pick-Up / Multipurpose Room	100	SF	100	SF		111	SF
73.1	Medical Staff Restrooms - Male	125	SF	120	SF		120	SF
73.2	Medical Staff Restrooms - Female	125	SF	121	SF		121	SF
73.3	Janitor Closet - Clinic	12	SF	12	SF		12	SF
74	Overnight Impound Receiving	250	SF	312	SF		156	SF
75.1	Cat Condo Ward - 1 (42 Cats)	533	SF	383	SF		398	SF
75.2	Cat Condo Ward - 2 (42 Cats)	533	SF	383	SF		383	SF
75.3	Cat Condo Ward - 3 (42 Cats)	533	SF	383	SF		402	SF
75.4	Cat Condo Ward - 4 (42 Cats)	533	SF	383	SF		N.I.C.	
75.5	Quarantine Cat Ward 1 (42 Cats)	533	SF	398	SF		133	SF
75.6	Quarantine Cat Ward 2 (42 Cats)	533	SF	398	SF		N.I.C.	
75.7	Isolation Cat Ward	N.I.C.		I.D.A.			293	SF
76.1	Cat Visitation Area 1	64	SF	98	SF		96	SF
76.2	Cat Visitation Area 2	64	SF	96	SF		84	SF
77	Kitten Room	225	SF	208	SF		203	SF
78	Nursing Mothers *(Function incorporated into Kitten Room)	225	SF	208	SF	*	N.I.C.	
79	Feral Cat Pens - 9 @ (8 x 10) = 80 SF each	720	SF	948	SF		N.I.C.	
79.1	Temporary Hold - Feral Cats * Function in CMU/cage enclosure @ Sally Port	N.I.C.		N.I.C.		*	77	SF
80.1	Group Cat Rooms (Public Showcase) 1	100	SF	148	SF		148	SF
80.2	Group Cat Rooms (Public Showcase) 2	100	SF	148	SF		148	SF
80.3	Group Cats Work Area	N.I.C.		84	SF		N.I.C.	
80.4	Cat Porch 1	N.I.C.		372	SF		323	SF

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80.5	Cat Porch 2	N.I.C.			247	SF		N.I.C.	
81	Storage Closet (Cat Area)	120	SF		123	SF		120	SF
82	Food Prep Area	150	SF		237	SF		206	SF
82.1	Dish / Toy Cleaning / Bowel Wash	I.D.A.			I.D.A.			I.D.A.	
83	Exotic Animal Housing - 3 Rooms @ (10 x 15) = 150 SF each	450	SF		I.D.B.			I.D.B.	
83.1	Exotic Animals - Fish/Reptiles - (w/sink, refridgerator & storage)	I.D.A.			146	SF		N.I.C.	
83.2	Exotic Animals - Small Mammals & Birds - (w/sink, refridgerator &	I.D.A.			173	SF		173	SF
83.3	Exotic Animals - Birds - (w/sink, refridgerator & storage)	I.D.A.			174	SF		174	SF
84	Shelter Staff Area 12 @ (6 x 6) Workstations = 36 SF each	432	SF		400	SF		N.I.C.	
84.1	Supervision Offices - 4 @ (10 x 12) = 120 SF each	480	SF		483	SF		104	SF
84.2	Shelter Staff Office	I.D.A.			I.D.A.			I.D.A.	
84.3	Shelter Staff Office	I.D.A.			121	SF		N.I.C.	
84.4	Shelter Staff Office	I.D.A.			121	SF		N.I.C.	
84.5	Shelter Staff Office	I.D.A.			121	SF		N.I.C.	
84.6	Not Used								
84.7	Not Used								
84.8	Shelter Chief's Office	120	SF		120	SF		104	SF
85	Grooming Area	125	SF		255	SF		180	SF
86	Animal Evaluation Room	400	SF		374	SF		352	SF
87	Laundry Room - Staff & Volunteers	450	SF		147	SF		147	SF
87.1	Clean Laundry Storage	N.I.C.			147	SF		123	SF
88	Food Storage	40	SF		40	SF		40	SF
89	Blankets Storage	40	SF		40	SF		40	SF
90	Supplies Storage	40	SF		40	SF		40	SF
91	Fire Riser Room	N.I.C.			78	SF		65	SF
92	Electric Room	N.I.C.			195	SF		123	SF
93	Warehouse Storage	1,600	SF		1,254	SF		495	SF
94.1	Exam Room - AC	N.I.C.			789	SF		168	SF
94.2	Isolation/Hold - AC	N.I.C.			N.I.C.			79	SF
95	Treatment Area Cat Ward	N.I.C.			N.I.C.			64	SF
96	Not Used								
97.1	Exam Room - Intake	N.I.C.			N.I.C.			86	SF
97.2	Isolation/Hold - Intake	N.I.C.			N.I.C.			86	SF
	Subtotal - First Floor Net Area	38,100	SF		42,187	SF		26,199	SF
	Walls, Circulation & Utility (Approximately 19%)							6,175	SF
	First Floor Gross Area							32,374	SF
	Unfinished Second Floor Gross Area * (with approximately 1,500 SF Finished office area)						*	17,210	SF
	Total Building Gross Area							**49,584**	**SF**
KEY									
T.B.D.	- To Be Determined								
N.I.C.	- Not Included in Program								
I.E.# XX	- Included Elsewhere in Item # XX								
I.D.A.	- Included Directly Above								
I.D.B.	- Included Directly Below								
*	- Function Eliminated or (per *Note) Incorporated into another								

2.0 INDIVIDUAL AREA AND ROOM REQUIREMENTS

2.0 Individual Area or Room Requirements – Selected spaces are discussed generally as they appear in the Program Space Report square foot tabulations. The program requirements included herein are not exhaustive and it is the responsibility of the D-BE to research, design, and estimate the best standard practice solution. A general note: When designing the layout of the Facility, preventing the spread of disease must be the first priority. Incoming animals must be isolated away from animals that are ready for re-homing. Isolation and quarantine areas must not be accessible to the general public. See Performance Specification, Division 11 for equipment requirements.

2.1 CUSTOMER SERVICE AREA

The Customer Service Area shall be completely separate from the public Animal Intake Center, and shall have several discrete areas within:

- Lobby
- Adoption & Redemption
- Learning/ Training Center
- Restrooms/ Custodial
- Storage Closet
- Copy Area

A. <u>Lobby</u>

i. It is important to consider every procedure and activity regularly undertaken here, including the traffic flow of people using this area. Immediately upon entering the Lobby, the way-finding displays and signs must direct the visitors to the various different services and rooms.

ii. The Lobby gives Animal Care Facility visitors that important first impression; therefore it should be an architecturally significant space without appearing overly ostentatious. It should also provide a sense of arrival and orientation; and should incorporate displays to showcase animals. A primary customer service desk must be easily identifiable. There should also be an area for informational materials.

iii. Flooring (terrazzo, polished concrete, or similar) shall be high durability, low maintenance, and easily cleaned. Power and communications shall be provided for a large flat-screen TV in the Lobby.

B. <u>Adoption & Redemption</u>

i. The Customer Service area should have two separate sides: An Adoption side and a Redemption side. Provide (1) soundproof supervisor office for the Adoption side and (1) soundproof supervisor office for the Redemption side. A consultation room shall be available near the redemption area, so that staff may speak to individuals in private, if needed. The Adoption side should have about 10 stations without any glass dividers while the Redemption side needs 5 windows (with glass.) A built-in and lockable donation box that satisfies Auditor Controller specifications shall be available on each side. The Staff area must be lockable and separate from customer area per Auditor Controller cash handling requirements.

C. Learning/Training Center

i. This room shall accommodate large groups of people (up to ~~200~~ 97 individuals) for trainings, all staff meetings, and educational events. The Learning/Training Center is a flexible assembly space. It must be 12'- 0" minimum clear from floor to ceiling and have retractable partitions so it may be sub-divided into at least two smaller rooms, each with code-compliant access and egress. The room shall be designed for stacking-type chairs (NIC). There shall be generous window area. Provide suitable flooring that can facilitate and withstand the variety of activities. Give the room direct access to kitchenette and restrooms. Also, provide a separate exterior entrance. Provide this room with the ability to be closed off from the rest of the building for after-hours use while maintaining access to the restrooms and kitchenette.

ii. There must be very good acoustical separation between the Learning/Training Center and other animal care facility spaces. Provide general lighting design, cable one (1) TV outlet, an integrated public address system with wireless microphone and an ADA-compliant assistive-listening system. This space should allow for access to the wireless access point signal and provide a pathway for data/voice. Provide power, mounting and ceiling-mounted digital LED projector that will accommodate projector screen specifications. The digital LED projector shall be fully wired to easily accommodate the public's ability to plug in via a USB HDMI, VGA, RCA, and 3.5mm audio jacks/ports on their PC or MAC for presentations. The controls shall be located on the side or front wall for the user to easily plug in and use the system. (Animal Care to approve location) A recessed electric roll-down projection screen, up to 120" with aspect ratio of 16:9 should also be provided.

iii. The system must be able to accommodate the use of a remote control. The controls may be housed in a separate lockable control room within the Learning/Training Center in lieu of wall mounted.

iv. All items unless followed by (NIC) or specifically noted as FFE are to be included in the GMP. See Part 1.0 Paragraph F. for additional information regarding FFE.

D. Restrooms/ Custodial

i. Restrooms at Customer Service Area are the main public toilet facilities for the entire Animal Care Facility. They must be sized to accommodate, per code requirements, a fully-occupied Animal Care Facility Learning/Training Center. The doors must be visible from the Customer Service Desk. The floor and wall (or wainscot) surfaces must be terrazzo, ceramic tile or another highly durable and easily cleaned material. Graffiti-resistant materials or other anti-graffiti strategies shall be considered. Provide floor drains at all restrooms. The ceilings shall be painted GWB. Provide commercial-grade plumbing fixtures. Sinks shall be counter-mounted and counters must be granite or a solid-surface material such as Corian or similar and designed and mounted to withstand a 250# vertical load. Toilet partitions and urinal screens must be solid phenolic or similar material and easily cleaned to remove graffiti or other surface marking. Provide the following wall-mounted or partition-mounted commercial-grade toilet accessories: paper towel dispensers, toilet paper dispensers, seat cover dispensers, grab bars (accessible stalls only), coat hooks (on stall doors), purse hooks (on wall partitions in women's rest rooms), automatic soap dispensers,

waste receptacles, automatic electric hand dryers, fold-down diaper-changing station and mirrors at the sinks. Provide accessible drinking fountains with bottle filler.

2.2 INTAKE AREA

- Consultation/ Counseling
- 3rd Party Group
- Relinquishing Area

A. Consultation & Counseling

i. Provide two (2) - ~~10'x12'~~ 8'x10' insulated ~~sound-proofed~~ rooms for one on one consulting and grief counseling.

B. Relinquishing Area/ Public Intake & Drop-off Area

i. The public intake/drop off area shall be private and separate from other areas. It shall have its own entrance, separate from customer service.

ii. Intake Area shall be away from Customer Service area. People adopting and redeeming animals should not be able to view question activities at the intake area. Provide:
   a. ~~4~~ 2 work stations
   b. ~~5~~ 2 Glass service windows
   c. Holding cages (6 cages and ~~2~~1 run~~s ideal~~)
   d. Storage space for supplies (cat litter, bedding, bowls, paperwork)
   e. Storage area for donations to be housed temporarily until they can be properly stored

iii. It is preferred that this area be strategically located, and not far from the Shelter Clinic, as all animals impounded here will be transported to the Shelter Clinic for evaluation before being housed in the shelter cages.

iv. Provide floor drains, hose bibbs, and highly durable and washable floors/ walls. This is typically cleaned several times per day.

2.3 ADMINISTRATION

This is the control center for the shelter, and it should have easy access to the Customer Service, Medical, and Animal Housing Areas. As it is here that all records/documents of animals entering and leaving the Facility are stored, sufficient space for the storage of records, including future growth must be considered. Some of the administration space requirements may be placed on the second level of the main Animal Care Facility building.

- Hearing
- Conference Room
- Call Center
- Volunteer Center
- Mail Room Procurement/ Delivery
- Break Room
- Restrooms/ Custodial
- Lactation Room
- Community Outreach Room
- Community Outreach Supervisor
- ~~Procurement/ Delivery Office~~
- Manager's Offices
- Director's Office
- Director's Assistant Office
- Secretary Area
- Accounting Office
- Storage Closet

A. <u>Offices</u> (General)

i. Daylight is required. Private offices shall be provided with interior windows with privacy shades for interior visual connection. Private offices shall have good acoustical separation.

B. <u>Hearing</u>

i. At least ~~two~~ one Hearing Room (~~600~~ 300 SF each) are required for up to twenty people. They must have direct access to outside and placed on the ground floor. Similarly, provide one Conference Room (500 SF) with direct access to outside and also located on the ground floor. The hearing room shall be provided with audio recording capability.

C. <u>Briefing/ Conference Room</u>

i. This area shall have be designed for (35) people. The administration area shall have one (1) Briefing Room/ Conference Room ~~if the location is in close proximity to customer service as a shared space. If the proximity is not near customer service, the administration area shall have two Briefing/ Conference Rooms.~~

D. Call Center

i. Call Center shall be approximately ~~35~~ 25 work/phone stations. It shall be located near the Customer Service Area since the phone staff often covers Customer Service, but away from the *Dispatch*. Workstation cubbies (NIC) should minimum of 6'x 6'.

ii. This area shall be provided with acoustic dampening. ~~Every work station shall~~

iii. This area shall be split into two separate spaces, 1. Call Center & 2. Canvassing. ~~20~~ 15 of the total work/phone stations shall be devoted to the Call Center space and ~~15~~ 10 of the total work/phone stations shall be devoted to the Canvassing space.

iv. Supervisors' Offices should have windows with visual access to Licensing. Provide space for systems furniture (NIC) for staff workspace(s); power and pathways for data/voice for one desktop PC and telephone (NIC); wall-mounted marker board. For detailed room and workstation requirements refer to Program Space Report.

E. Mail Room

i. Shall ~~be located near the procurement with~~ have direct exterior access for deliveries.

F. Break Room

i. Shall be centrally located and close to various services, but well secured from the public. It should accommodate 25-30 people and double as a training room from time to time. Provide adequate base and wall cabinets with a counter-mounted, double-basin stainless steel kitchen sink and a feeding prep table. Provide space for a microwave and full-sized residential–grade refrigerator (NIC). Daylighting is highly desirable and pleasant views shall be provided from its windows. It will contain tables and chairs and lounge seating (NIC). Provide hard and soft seating areas within. Provide a small outdoor smoking area with seating that is shielded from public views.

G. Restrooms/ Custodial

i. At Administration Area must be sized to accommodate, per code requirements. Provide fixtures, finishes and toilet accessories consistent with those described in the Lobby section, except that a diaper-changing station is not required. It must be adjacent to the work area and break room, be ADA-compliant, and include a floor drain. Provide drinking fountains with bottle filler near the Restroom at the Administration Area.

H. Lactation Room

i. Shall be located nearby or adjacent to the Break Room.

I. Director's Office

i. Shall be ~~sound-proofed~~ insulated with wardrobe type closet. ~~and have a private restroom with a shower. The Director's restroom is a single-occupant toilet and requires fixtures, finishes and toilet accessories consistent with those described in the Office Restroom section, and be ADA-compliant, and include a floor drain.~~

J. <u>Janitor's Closet</u>

i. In or near the staff area, with a deep mop sink, waterproof splash walls, and a few shelves for janitorial supplies. Also provide a stainless steel, six-handle wall-mounted mop rack. The room must have durable surfaces. Flooring may be vinyl, VCT or sealed concrete, and include a floor drain. D-BE shall propose Janitor's Closets as deemed necessary throughout the facility.

2.4 ANIMAL CONTROL AREA

Animal Control Field Services provides service to eighteen (18) contract cities and the unincorporated areas of Orange County. Animal Control Officers comply with State and County mandates and serve the public 24 hours a day, 7 days a week. Much of the spatial needs may be placed on the upper level of the Medical Area of the main Animal Care Facility building. Animal Control Field Services:

a. Provides public health protection against communicable animal diseases, including rabies control
b. Ensures the safety and well-being of animals in our community
c. Enforces local, State and Federal laws, including leash and nuisance laws
d. Transports injured animals for emergency treatment
e. Provides humane euthanasia of seriously injured animals
f. Educates the public on responsible pet ownership
g. Protects the public from aggressive and suspected rabid animals
h. Works collaboratively with other shelters, agencies and local law enforcement
i. Impounds stray or injured animals
j. Conducts cruelty investigations
k. Quarantines animals involved in bites
l. Issues dog licenses
m. Issues voluntary cat licensing

Major Areas of Animal Control Services include:

- Rabies Workstation
- Briefing Room
- Dispatch Booth
- Dispatch Supervisor Office
- Dispatch Phone Room
- Sergeant Work Area
- Field Lieutenant Offices
- Operation Department Office
- Training Room
- Manager Office
- Radio Storage Area
- Equipment/Inventory Room
- Secure Storage
- ~~Restrooms/ Custodial~~
- Locker Rooms
- Shower Facilities

- Business Licensing
- Record Room
- Showcase Kennels
- Storage Closet
- Evidence Freezer
- Sally Port

A. <u>Offices</u> (General)

i. For more program and adjacency detail see Bubble Diagram
   a. Dispatch Supervisor Office:
   b. ~~6~~ (4) Double Occupancy Field Lieutenant Offices should have windows to observe Briefing Room/ACO workstations, and located adjacent to Operations Department offices and near Customer Area.
   c. Operation Department Office
   d. Manager Office (~~soundproofing~~ insulated)

B. <u>Briefing Room</u>

i. Shall include tables and seating for 30 officers Workstations; and is open and visible from Field Supervision Offices. 10' wall space is required for a projector.

C. <u>Dispatch Booth</u>

i. Shall have a window to outside and have significant sound proofing.

D. <u>Dispatch Supervisor Office</u>

i. Needs significant acoustical control to prevent echoing of radio transmissions.

E. <u>Dispatch Phone Room</u>

i. Shall have a window to outside and have significant sound proofing. Dispatch Phone Room shall be an enclosed area with ~~8~~ 6 workstations.

F. <u>Sergeant Work Area</u>

i. Must be connected to Briefing Room/ACO workstations with visible connection (window) to the Field Lieutenant Offices. Provide ample space for ~~15~~ 8 workstations.

G. <u>Radio Storage Area</u>

i. Needs to be securable and have 20" deep linear shelving.

H. <u>Equipment/ Inventory</u>

i. Secure Storage for equipment like flashlights, batteries, ketch-poles, etc., and Room for gun safes.

I. Restrooms/ Lockers/ Showers/ Custodial

i. ~~Restrooms at Animal Control Area must be sized per code requirements. Provide commercial-grade plumbing fixtures. Toilet partitions and urinal screens must be solid phenolic or similar material and easily cleaned to remove graffiti or other surface marking. Provide the following wall-mounted or partition-mounted commercial-grade toilet accessories: paper towel dispensers, toilet paper dispensers, seat cover dispensers, grab bars (accessible stalls only), coat hooks (on stall doors), purse hooks (on wall partitions in women's rest rooms), automatic soap dispensers, waste receptacles, automatic electric hand dryers, and mirrors at the sinks~~. Provide 2 showers, ~~75 full~~ 32 half size lockers, and benches. Provide drinking fountains with bottle filler serving the Animal Control Area.

J. Business Licensing

i. Answer/Transfer staff may all work in this room. There shall be approximately ~~5~~ 3 work/phone stations in this room. Provide a Supervisor's Office and a Manager's Office for this area. The phone staff often covers Customer Service, so the Call Center and Customer Service shall be situated near each other.

K. Showcase Kennels

i. Provide (2) two showcase kennels within the upstairs program to house a small dog/puppy or cat/kitten. Potentially used for cases where an animal requires isolation or needs socialization; or a lactating mother with a litter. Preferably visible through glass for animal control staff. Elevate kennels 2-3 feet above finished floor to provide storage beneath. Provide isolated ventilation for these kennels.

L. Evidence Freezer

i. This shall be a large chest-type freezer. Shall be located near the Sally Port.

M. Sally Port

i. The Sally Port's main function is to house incoming vehicles related to the operations of the shelter. The configuration of the space shall provide two lanes of traffic and contain a minimum of four vehicles. Provide a minimum of 7' between vehicle lanes. Provide motorized overhead doors and pedestrian doors. For Sally Port Flooring, Ceiling, and Wall Finishes (See Basis Of Design). Provide the maximum floor slope to multiple drains. The Sally Port shall be located adjacent to the Morgue.

2.5 MEDICAL

Medical Area/Shelter clinic is the hub of the shelter activity. All animals impounded by Animal Control or over-the-counter at the public Animal Intake Area will need to visit the Shelter Clinic prior to being housed in the kennels. The shelter clinic shall be located such

that it is near Animal Control unloading area and Animal Intake Area. However, these areas should not be situated such that members of the public can witness activities in these other areas. The shelter clinic shall be in close proximity to the surgery areas; and X-ray Room shall be located in close proximity to Surgery and the Shelter Clinic.

- Medical Area
- Supervising RVT & Supervisor's Office
- Recovery Area
- Storage Closet
- Surgery
- Euthanasia Area
- Morgue Refrigerator
- ~~Supervisors Office~~
- Laundry Room (Medical)
- Doctor's Office
- Special Attention Area
- X-Ray W/Computer
- TNR Pick-Up/ Multi-Purpose
- Restrooms/ Custodial

The Shelter Clinic shall have an area for cages for animals requiring close attention and runs nearby so that larger animals requiring close attention can also be monitored. The flow of animals moving through the shelter to the clinic should, ideally, be in one direction. In other words, animals arriving from an animal control unloading area should go through the clinic and continue that direction out to areas of housing. Walls shall be lined with cabinets for storage.

Additional Shelter Clinic requirements:

a. Separate areas for animals being adopted and ones arriving
b. Ideally, a separate or quieter area for cats to be evaluated
c. One (1) lab area for microscope, centrifuge and supplies
d. A locked room for safes housing controlled substances
e. Cabinets in this room should also have at least one area that can be locked for controlled substances
f. Small tub/ bathing area.

A. <u>Surgery Area requires:</u>

i. surgical rooms
ii. Multiple prep areas (preferably ~~4~~ 3 wet tables)
iii. work stations (computers/phones)
iv. Ample storage for supplies
v. Refrigerator
vi. Locked cabinet for controlled substances
vii. A computer screen for looking at X-ray images
~~viii. Light boxes for reading X-ray films~~ (1) Surface mounted wall light box for reading x-ray films

ix. Surgical Laundry Area shall be nearby

B. Euthanasia Area

i. It shall be located near the Sally Ports. There shall be a separate entrance from outside and clear access for vehicles. There shall be a separate ventilation system for this area, and there shall be isolation units that prevent any physical contact between animals.

C. Morgue Refrigerator

i. The morgue will store deceased animal barrels. This space will be used to unload large deceased animals and needs to be protected from public view. Provide access to private exterior space

D. X-Ray w/ Computer

i. Shall be compliant with Veterinary Practice Act/ Veterinary Medical Board standards.

2.6 ANIMAL HOUSING

The various types of Animal Housing (kennel) structures are placed about a central courtyard which gives it a park-like setting while also accommodating spaces for visiting and exercising of the dogs. Closer to the main facility building are the public dog kennels and the long-term and non-public dog kennels are farthest away from the main public entry. Exotic animals are housed in a separate structure and large animals are housed in a covered fence enclosure ~~barn structure with stalls~~. However, the cats are separated from the dogs and housed in the main facility building. Non-Public kennels house under-aged kittens; nursing queens; feral cats; strays; lost, quarantined, and abused animals; criminal cases; hoarding cases; some exotic and large animals. Animal Housing space requirements include:

- Overnight Impound Receiving (Non-Public)
- Dog Kennels (Public & Non-Public)
- Cats Area (Public)
- Cats Condo (Not Public)
- Group Cat Room (Public "Showcase")
- Storage Closet (Cat Area)
- Food Prep Area
- Rabbit Cages (~~Indoors or~~ (20) Outdoor Covered)
- Exotic Animals
- Special Attention (Long Term Kennels)
- Poultry & Water Fowl
- ~~Barn & Stalls~~ Covered fenced enclosure for Larger Animals (Un-conditioned Space with Electricity and Water)
- Shelter Staff Area
- Grooming Area
- Animal Evaluation Room
- Laundry Room (Staff)

- Storage Closet

A. <u>Dog Kennels (Public & Non-Public)</u>

i. Indoor/outdoor cages for ~~at least 450~~ up to 288 dogs are required. Dog Kennels are housed in a free-standing CMU building with a covered roof in a double loaded configuration with 10' wide circulation spine and a 4' tall bark wall in the middle. For security/ escape purposes provide the outdoor areas with a mesh. For further details refer to Typical Dog Kennel Plan & Section.

a. Public/Non-Public Individual or quarantine kennels: Each standard size dog kennel should have a minimum of 4'x6' covered and draft-free accommodations (~~3'x3'~~ 4'x4' for small breeds; 6'x6' for large breeds). ~~It should have a raised bed surface. The minimum temperature is 50ºF and the maximum is 79ºF.~~ Sleeping quarters must be ventilated and have both natural and supplementary light. Kennels shall be provided with mechanical heating, cooling and ventilation.

b. Each dog requires a minimum of 4'x6' of open exercise run. Fencing shall be at least 6'-8" high and be made of weld mesh. It should slope inwards at the top to stop dogs climbing. Animals must always have a view outside the kennel.

c. ~~10% of the~~ (48) kennels shall be reserved for QT (Quarantine) and Isolation. ~~NRA (Not Recommended for Adoption), and APC (Adoption Partner Candidate) animals, separate from other dogs~~

d. Provide Chemical Mixing Station with room for one (1) 50 gallon drum in each Kennel Building.

e. Provide food prep area with refrigerator and sink in every ~~other~~ kennel.

B. <u>Cat Kennels (Public & Non-Public)</u>

ii. The cats are housed in ~~a separate structure connected to~~ the main facility building immediately following the Customer Area in order to provide an environment best suited for cats with quality noise and visual separation and control from the dogs. The cat kennel structure houses both the public cat area and non-public cat condos. Provide wide doors into cat kennel structure. The Condos for cats require non-public, multiple, separate rooms for underage kittens, nursing queens, and feral cats. ~~Feral cats may be housed in open rooms that are visible by the public in order for the public to identify and redeem lost pets~~. Feral cats will be housed in an outdoor fenced enclosure(s).

a. Quarantine or individual cages: Cubicles plus exercise area shall be up to date with industry standards for feline housing. Each cubicle should have a bed, a litter tray, space for food/ water bowls with an open mesh front. Good

ventilation is essential and where cubicles face each other, they shall be separated by at least 5' to prevent the spread of disease.

b. Group housing: Good ventilation is even more important in group housing. Cats need access to covered, draft-free accommodation with a bed space. Provide sloped floors to drains and a hose bib for cleaning. Bedding is not required, nor is it recommended because of the spread of infection. The minimum temperature is 50ºC and the maximum should not exceed 79ºC. The outdoor space must be totally enclosed in weld mesh, but can have a solid roof. The absolute maximum size of a group is 50, but much smaller groups are recommended.

C. <u>Food Prep Area</u>

i. Multiple animal feeding prep areas with sinks shall be dispersed throughout the animal housing areas. This area will require a sink with hot and cold running water and a refrigerator. There should also be an area to disinfect feeding bowls, and sufficient counter space on which to place the bowls. The food storage shall be adjacent, and all food shall be stored off the floor in vermin-proof containers.

D. <u>Exotic Animals</u>

i. Should have ~~3~~ 2 rooms with separate areas for different species and visiting area for public. Provide storage, shelving for holding of cages and refrigerator.

E. <u>Long Term Housing</u>

i. Shall have ample running space and, or attached to an exercise area.

F. <u>Poultry & Water Fowl</u>

~~i. Floor surface shall be easily cleanable with multiple large floor drains. Provide maximum floor slope allowable so water drains quickly.~~ Shall be housed in outdoor covered fenced enclosure attached to the large animal enclosure.

G. <u>Shelter Staff Area</u>

i. Shall have (1) office for 2-4 supervisors ~~at least 5 offices for supervision~~. These supervision offices need to be able to view staff and also be insulated ~~soundproofed~~. Also provide (1) insulated ~~a soundproof~~ Chief's Office. In addition, ~~12~~ (1) to (2) unassigned work stations located in the main animal care facility building with lockers and showering facility. The staff should have easy access to the Break Room and staff restrooms. Grooming and Laundry shall be adjacent to the Kennel Staff Area, all of which shall be in convenient proximity to the kennels.

~~ii. Provide separate <u>restrooms</u> sized to accommodate the occupant load per code requirements. Provide fixtures, finishes and toilet accessories consistent with those~~

~~described in the Lobby section, except that a diaper-changing station is not required. It must be adjacent to the Kennel Staff Area, be ADA-compliant, and include a floor drain. Provide drinking fountains near the restrooms~~

H. <u>Grooming Area</u>

i. Shall be an indoor room with two raised stainless steel tubs (hot/cold water) with drainage and two grooming tables and cages to house animals being dried and groomed. Ideally, the grooming area will have windows, which would face a public area of the shelter so that visitors can see dogs being groomed. The grooming area shall be easily accessible by volunteers.

2.7 SITE ACCESS & PARKING

The site shall have separate entrances and separate parking areas for public and staff vehicles. The public entrance and parking area shall be accessed via a new road to be constructed along the North edge of the property and aligned with Intersection #2. The staff entrance and parking area shall be accessed from Armstrong Avenue along the South edge of the property via a new access driveway. The curb cut for the new access driveway shall be aligned with the proposed future road to the south of Armstrong, and will be shared with the OC Sheriff's Department.

Animal Control vehicles will use the staff entrance and parking area. Site circulation for Animal Control vehicles shall be completely separate from the site circulation for public vehicles. Animal Control vehicles shall not be permitted to use the North access road from Intersection #2. Animal control vehicles shall not be permitted to drive through any part of the public parking area.

An optional 3rd vehicular access point may be located on the future Bell Avenue approximately midway between Armstrong Avenue and Intersection #2, pending ongoing discussions between OCPW and the City of Tustin.

Both parking areas shall be designed with trees and landscaping in adherence with local ordinances and sufficient to mitigate the heat-island effect.

A. <u>Public Parking & Access</u>

i. A new access road, approximately 360' long is planned along the northern edge of the property off of the future Bell Avenue. This will be a shared access road for the O.C. Animal Care Facility and the Advanced Technology & Education Park (ATEP) for South Orange County Community College District (SOCCCD). The vehicular entrance to and from the public parking is off of this road, and because it has no outlet, the exit traffic is right-turn only.

ii. The required size of the public parking area is currently estimated at 115 stalls. Parking stall and access aisle dimensions shall be designed in adherence with County of Orange standards. ~~local ordinances~~. The parking area is not required to be fenced or gated and shall be open to public without any access control. The main building

entrance shall be directly accessible from the public parking area which should include an ample outdoor approach to allow groups of visitors to gather and flow easily in and out of the building.

B. <u>Staff and Animal Control Parking and Access</u>

i. A total of ~~185~~ 165 parking stalls are required for staff and Animal Control vehicles. Parking stalls shall be designed to accommodate a variety of vehicular types which include trucks, sedans, vans, and other large specialty vehicles (such as large vehicle/bus used for mobile spays and neuters). The staff and Animal Control parking area shall be in a secured lot with perimeter fencing and controlled access gates, due to the fact that Animal Control vehicles contain expensive equipment such as lighting, radios, and computers. All gates shall be motorized with electronic access per OCPW standards. Provide EV charging station infrastructure per code requirements.

ii. The following requirements shall also be met:
   a. An 8 foot high concrete masonry block wall shall be provided along the property boundary shared with the Sheriff's Department, excluding the boundary between the staff parking area and the Sheriff's Department.
   b. Shared access with Sheriff/RSCCD: Automated gates (x2) and access road.
   c. Common Driveway (public access).

C. <u>Staff and Animal Control Parking Breakdown:</u>

i. Animal Control Vehicle Parking: ~~50~~ 30 parking stalls required. Stalls shall be 10'x20' ~~slightly wider than a normal stall~~. This includes trucks, vans, and other vehicles. One (1) shall be sized to accommodate an emergency trailer. One (1) shall be sized to accommodate a 25' horse trailer. Two (2) shall be sized to accommodate a 15' horse trailer. Ideally, all Animal Control vehicles parking stalls shall be designed with covered shade canopies. Shade canopies may be used for mounting photovoltaic panels.

ii. Animal Control employee parking (Field Officers): 25 parking stalls required. This includes space for on-shift field employees for both AM and PM shifts who need to park close to their animal control vehicle to load and unload equipment.

iii. Animal Control employee parking (Supervising Officers and Administrators): 20 parking stalls required.

iv. Shelter Operations: 26 parking stalls required

v. Shelter Operations Trucks: 2 parking stalls required.

vi. Customer Services: 45 parking stalls required.

vii. Canvassing: 15 parking stalls required. Canvassers are assigned small to medium size sedans.

D. Traffic circulation through the Staff and Animal Control Parking Area:

i. The staff and Animal Control vehicle entrance and parking area shall be designed to accommodate the following traffic flow requirements. Animal control vehicles shall be able to circulate without interference from other vehicles (delivery vehicles, etc.).

ii. Access to the Sally Port shall be via a one-way circulation loop so that Animal Control vehicles entering the Sally Port share a driveway with Animal Control Vehicles exiting the Sally Port.

iii. There will be up to 10 Animal Control vehicles coming in to unload animals twice per day during the primary unloading shifts, and up to 12 additional vehicles coming in throughout the day outside of the primary unloading shifts.

iv. The trash enclosure shall be accessible from the staff parking area.

v. Space for large animal trailer loading and unloading shall be provided in proximity to the large animal housing (barn).

vi. Access for delivery trucks shall be provided in proximity to the warehouse storage.

vii. Access for dead animal disposal (D&D) vehicles shall be provided in proximity to the morgue.

E. Optional Access Point on Bell Avenue

i. Pending approval by the city of Tustin, a third access point maybe located along Bell Avenue to be used as an exit for the Animal Control vehicles.

F. Fire Lane

i. A Fire Lane shall be designed which provides site access for fire-fighting equipment to the satisfaction of the Orange County Fire Authority.

2.8 OUTDOOR VISITING & EXERCISE AREAS

A variety of different outdoor visitation and exercise yards shall be provided which allow the volunteers to walk the animals, and allow prospective pet owners to interact one-one with an animal outside of the kennel in a more natural, comfortable and playful setting. As we envision the new Animal Care Facility building and kennels to sit in a park-like setting, the outdoor visiting and exercise areas shall be well integrated into the overall outdoor environment. They shall be easily accessible and located in close proximity to the kennels. In addition, the design shall include outdoor areas that are open to all visitors whether the reason for their visit is specifically related to animal care services or not. These outdoor areas can also provide an opportunity for visitors to bring a picnic lunch or to relax and enjoy the setting.

There shall be several small visitation areas for potential pet owners to interact with an animal one on one, and 3-4 exercise areas which will allow volunteers to exercise several dogs at a time. Both areas should be securely fenced and gated, but visually open and connected to the larger exterior open spaces. Consider providing built-in planters, trees, benches, and other types of outdoor seating, and shade structures in the outdoor visiting and exercise areas. The ground treatment should be easily washable and designed for easy maintenance and durability. Possible ground surfaces options include, natural turf, synthetic turf, or decomposed granite. D-BE's are encouraged to propose other suitable ground treatments. A variety of outdoor spaces should be provided, not only in size, but in shape, location, type, ground treatment, and etc.

3.0 GENERAL BASIS OF DESIGN

3.1 GENERAL BASIS OF DESIGN GUIDELINES

A. General Design Requirements

1. The following narrative describes general needs, including design characteristics, spatial requirements, materials, equipment and systems etc. for the new Orange County Animal Care Facility

2. In addition to the requirements listed herein, the facility shall be designed in accordance with the following (See Exhibits):
    a. A-E Guide Final 4-20-15
    b. AE Guide Sections Applicable for DB Project, Revision B
    c. DESIGN CRITERIA 18 – Telephone Lines and Equipment, Revision 1
    d. DESIGN CRITERIA 19 – Data Systems Infrastructure, Revision 1
    e. DESIGN CRITERIA 23 – Access Control System Specification

3. The program, design objectives and technical criteria provided in the RFP are based on the County's desire to create an exemplary 21st century animal care facility that incorporates current best practices in animal housing and shelter medicine. In addition the design of the new OC Animal Care Facility shall be flexible and adaptable to accommodate future changes in use, advances in animal care practices, and the changing needs of the community.

4. One of OC Animal Care's primary goals is to ensure that each year as many, if not all, of the adoptable animals in its care find a permanent home. To support this vision the new animal care facility must engage and serve the community in three important ways: As an animal care center first and foremost; secondly as an education center; and thirdly as a community gathering place. Towards this end the following design objectives have been identified:
    a. The facility shall be a safe, open, inviting, and family friendly environment for the public and a comfortable, low-stress and healthy environment for the animals.
    b. The design of the facility should support a variety of educational programs for volunteers and the general public (for example, through the provision of flexible meeting areas with separate controlled entrances for after-hours use).
    c. The design should also encourage use as a community meeting and gathering place with spaces and outdoor areas that are open to all visitors whether the reason for their visit is specifically related to animal care services or not.

5. In preparing the program, design objectives, and technical criteria for this RFP the County's team visited the existing OC Animal Care facility, met with staff there, and conducted an informal needs assessment. The team also toured numerous other animal shelters to gain insight into current best practices and design standards. Some of the design recommendations and "lessons learned" include the following:
    a. Daylighting and ventilation are key to good animal housing design. Indoor animal housing should have abundant natural daylighting whenever possible.
    b. Ventilation is critical both for the health of the animals and for odor control. Mechanical ventilation for the animal housing shall be 100% outside air with a minimum of 10 to 15 air changes per hour. Each animal housing area shall be zoned separately to help prevent the spread of infectious disease.
    c. Acoustical Control - Animal Housing: Special attention shall be paid to acoustical control in the animal housing areas. Reducing noise levels helps create a low-stress environment

for the animals, protects staff from exposure to harmful noise levels, and provides a more comfortable and pleasant experience for visitors.

i. Acoustical wall and ceiling treatments in the kennels are highly recommended to control interior noise level and minimize reverberation time. Acoustical materials shall be durable, impervious to water, resistant to mold, mildew and bacteria, easily cleanable, and have good light reflectance characteristics.
ii. To reduce dog barking, "bark" walls shall be provided between opposing rows of kennels so that dogs cannot see one another. Bark walls shall be approximately 4 feet high.
iii. To create a low-stress environment for the cats, cat housing shall be isolated from the noise of the dog kennels to the maximum extent feasible.

d. Acoustical Control – General:
   i. Staff areas and administrative offices shall adhere to standard best practices for acoustical design in accordance with ANSI/ASA guidelines.
   ii. Large conference and meeting rooms shall be designed in conformance with ANSI/ASA guidelines for classrooms to control interior noise level and minimize reverberation time.
   iii. Interior surface materials with a high sound absorption coefficient, acoustical ceiling and wall panels, baffles, and other acoustical control measures shall be considered.
   iv. Other areas which may require additional acoustical design measures shall include the call center and the animal control radio dispatch office.
e. Materials and finishes must be low-maintenance, durable, easily cleaned, and corrosion resistant.
f. Indoor/outdoor dog kennels are desirable and give the animal the benefit to choose. Outdoor areas shall be shaded and protected from the weather by a roof overhang or other means.
g. Hydronic radiant concrete floor slab heating shall be provided in dog kennels. Also a "beach" area in the surgical suite with radiant floor heating for animals recovering from surgery is highly recommended.
h. A variety of different outdoor visitation and exercise yards allow for volunteers to walk the animals, and allow prospective pet owners to interact one-one with an animal outside of the kennel in a more natural, comfortable and playful setting.
i. Indoor visitation rooms are also desirable to allow prospective pet owners to interact with smaller animals and cats in a more home-like setting.
j. Outdoor areas can also provide an opportunity for visitors to bring a picnic lunch or to relax and enjoy the setting regardless of whether the reason for their visit is specifically related to animal care services or not.
k. Hose bibs and floor drains shall be provided in abundance as floors require constant hosing down and washing. Floors should slope to drains at the maximum percentage allowable so that water does not pond, and floors dry quickly without the need to broom water into the drain. (Regarding surface slopes in animal containment areas, see CBC 11B-203.12 for general exceptions to accessibility requirements for animal containment areas that are not for public use).
l. Parking for staff and animal control vehicles shall be separate from parking for the public and shall be secured (fenced and gated).
m. Site circulation for animal control vehicles shall be separated from the public site circulation to the maximum extent feasible. There must be a vehicular entrance for Animal Control vehicles that is separate from the vehicular entrance for the public.

Arriving Animal Control vehicles should not have to drive through any part of the public parking area.

n. Separate building entrances for the public shall be provided as follows. The building shall be designed so that the main entrance is prominent and clearly distinguishable from the other entrances.
    i. Main Entrance: Reception and Customer Service
    ii. Animal Intake
    iii. Medical Clinic
    iv. Learning/ Training Center
o. A well-designed wayfinding system and clear signage is critical to direct visitors to where they want to go, and to enforce a clear separation between public and non-public areas.
p. Pest prevention: Animal care facilities are inherently attractive environments for birds, mice and rats. The design shall incorporate features which deter birds and rodents to the maximum extent feasible. Bird and rodent infestations can pose significant problems for building operation and maintenance. Roof overhangs and other horizontal projecting elements shall be designed to deter perching and nesting by birds. All operable windows and ventilation openings shall have insect screen.

6. For this design use the following hours of operation:

    Monday – 10:00 a.m. to 5:00 p.m.
    Tuesday – 10:00 a.m. to 5:00 p.m.
    Wednesday – 10:00 a.m. to 7:00 p.m.
    Thursday – 10:00 a.m. to 5:00 p.m.
    Friday – 10:00 a.m. to 5:00 p.m.
    Saturday – 10:00 a.m. to 5:00 p.m.
    Sunday – 10:00 a.m. to 5:00 p.m.

    Flexible community meeting/conference room and restroom may be used after hours.

7. Important information about site and exterior building requirements is included in the program narratives. The design should incorporate safety and security requirements but also be open and inviting to the public. Landscaping shall be used to "green" the parking areas to the maximum extent feasible (and as otherwise required by code). The main entrance shall be welcoming and include an ample outdoor approach to allow groups of visitors to gather and flow easily in and out of the building. Pleasant outdoor spaces shall be provided to create a campus or park-like setting. Shaded outdoor areas as well as built-in benches or other types of outdoor seating are required.

B. Value Added Enhancements
    1. See RFP Section II: Response Requirements, Part 3: D-BE's Proposal, VI. Value Added Enhancements.

C. Interior Design Considerations
    1. Workspaces shall allow for flexibility and reconfiguration in the future. Moveable walls and partitions, flexible technology infrastructure, and universal workstation sizes are some of the ways in which this can be accomplished. Universal, open plan office areas with de-mountable workstations shall be provided where appropriate. Flexibility and adaptability shall be considered in other interior spaces (except spaces which have highly specialized design requirements) to allow for re-purposing of the space, or to accommodate fluctuating staffing levels, etc. Leasing

and Training Center ~~Larger meeting and conference rooms~~ shall be designed with retractable walls to allow the space to be subdivided. Offices and other administrative work spaces shall be designed in accordance with the County's *Workplace Design Guidelines* (See County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, Exhibit-A)

2. Fixtures, furnishings and equipment are Not in Contract (NIC) unless otherwise noted.

3. Durability, ease of maintenance, clean-ability, and chemical and stain resistance (where applicable) are of critical concern for the County. Materials and finishes, inside and out, must be attractive yet durable. For all proposed materials and finishes, the D-BE must be able to demonstrate that: the product has been used successfully in previous projects of a similar nature and scope; the product has been shown to successfully withstand similar levels of wear and abuse as are anticipated in the proposed animal care facility; and that the application of the product is appropriate based on the manufacturer's intended use of the product. All material and finish products will be reviewed and approved by OC Animal Care's Maintenance and Operations staff. Physical samples will be required for all proposed materials and finishes. Full size on-site mock-ups will be required for material and finish assemblies for one typical kennel run. ~~which are considered to be major building components and critical to building performance and operation.~~

4. Typical interior finishes shall include the following. Other specific requirements for specified areas are noted herein. Designers are encouraged to consider alternatives that provide an equivalent level of comfort, aesthetics and durability.
    a. Flooring
        i. Kennels and animal handling areas: Appropriate flooring materials are vital to maintaining a clean facility in which microorganisms and odors are minimized. Poured floors with a minimum of seams are best. Floor and wall surfaces shall be smooth, durable and impervious. Flooring that is coved up the wall 8-16 inches eliminates corners at the floor-wall transition which can trap moisture, dirt, and bacteria and which are hard to clean. Flooring options include: Methyl Methacrylate (MMA); Two-Part Epoxy Flooring; Polished Densified Concrete; Sealed Concrete (lower initial cost but requires regular re-sealing).
        ii. Lobby and public areas : Porcelain tile, resilient flooring, terrazzo, sealed or stained concrete, resinous flooring
        iii. Rest Rooms: Ceramic tile over full mortar bed, with coved base.
        iv. Offices where animals do not frequent: resilient flooring, commercial carpet tile
        v. Grooming, Food Prep, Cleaning, Laundry Rooms, Etc.: Sheet vinyl (hospital grade), resinous, sealed or stained concrete, with coved base.
        vi. Veterinary: Resinous, hospital grade sheet vinyl, with coved base.
        vii. Sally port: sealed concrete, with coved base.
        viii. Wet areas: use impervious finishes, with coved base.
        ~~ix. Tile floor finishes: use darker colored epoxy grout.~~

    b. Walls
        i. Kennels and animal handling areas: Wall surfaces shall be smooth, durable and impervious. Options include: Glazed concrete masonry units; Sealed Concrete; Resinous wall system; burnished, precision face C.M.U. with Urethane Sealant.
        ii. Corridors: Provide high impact abuse resistant gypsum board up to 4'-0" high, or equivalent.
        iii. Stairwells: Provide high impact abuse resistant gypsum board up to 4'-0" high; concrete masonry units.

iv. Lobby and Public Areas: Provide high impact abuse resistant gypsum board up to 4'-0" high, or equivalent. Consider other special wall materials and finishes in the lobby to create a sense of arrival and of welcoming.
v. Restrooms: Ceramic wall tile over ~~full mortar setting bed~~ thinset up to 4'-0" high min.; Gypsum board shall moisture and mold resistant.
vi. Offices: Gypsum wall board with 4" rubber base
vii. Sally Port: ~~Concrete masonry units~~ Sealed concrete and welded wire mesh.
viii. Veterinary: Gypsum wall board; resinous wall system; ceramic wall tile; FRP.
ix. Corner guards: In all corridors, and in other high abuse areas, subject to the use of rolling cages or carts, wall corners shall be fitted with 3″ x 3″ x 72″ brushed stainless steel corner guards with tapered edges.
x. Crash rails: Provide continuous crash rails on ~~all~~ corridor walls, ~~and~~ in ~~other~~ high abuse areas subject to the use of rolling cages or carts. PVC-free PETG or equivalent.
xi. Gypsum board finish: Where gypsum drywall with taped joints is used as a finish material, it shall be covered with a light texture surface (orange peel) except in equipment and storage rooms.

c. Ceilings
i. Kennels: Moisture and water-resistant construction: Exposed metal roof/ceiling assembly; Cement plaster.
ii. Corridors: Gypsum board; Fiberglass acoustical ceiling tile.
iii. Restrooms and wet areas: Gypsum board shall be moisture and mold resistant.
iv. Offices: Suspended acoustical ceiling tile
v. Sally Port: Exposed metal roof/ceiling assembly; Gypsum board.
vi. Veterinary, food prep areas and grooming areas: Ceiling shall be durable, moisture and chemical resistant, washable, mold and mildew resistant, and sag resistant. ~~Fiberglass acoustical ceiling tile, or equivalent~~.

5. Built-in casework is part of this scope where indicated or appropriate. Cabinets must meet ADA requirements for height and reach. Where no ADA requirement exists provide a minimum of 36" in height and 24" depth for base cabinets and nominal 30" in height and 12" in depth for wall cabinets. Cabinet doors must have locks where noted. Shelving for both base and wall units must be adjustable. Drawers may be required in some locations.

6. Way finding is especially important to the successful functioning of the Animal Care Facility. Due to the programmatic complexity of the facility and the required separation between public areas, private staff areas, and back-of-house animal containment areas, effective signage will play and essential role. Signage shall be highly visible and should clearly direct visitors to their destinations. The design of way finding elements shall incorporate OCA's branded signage and thematic graphics. Provide ADA-compliant plaque-type signage as required including restrooms, accessible exterior entry and path of travel, assistive listening system provisions and any other code-required signage. Provide a highly visible exterior monument or marquee building identification sign (or signs, as dictated by the design) including the building address.

7. Roller shades or other type of window treatment shall be considered an FF-E item and are required at all windows in staff areas and public spaces to control glare. In addition, blackout shades shall be provided at windows and skylights in areas used for A/V presentation. Skylight shades shall be motorized. D-BE shall provide conduit for motorized shapes.

D. Mechanical, Plumbing and Electrical Systems shall be designed in accordance with Exhibit A-E Guide Final 4-20-15 Section 11 – Design Criteria

1. Flexibility in systems must be provided so that after-hours use of the community areas does not require heating, cooling and/or lighting other spaces that are not in use.

2. Access to mechanical and electrical equipment must be convenient to maintenance personnel but not to the public. Generally lighting must be easily accessed with ladders and without the use of special equipment (such as a scissor lift).

3. Air-conditioning is required in all habitable public and staff spaces, including restrooms. It is not required for storage rooms, janitorial closets and utility rooms unless noted otherwise for specific areas or typically necessary for the proper functioning of equipment (such as computer servers). Automatic natural ventilation linked to the Building Automation System BAS may be proposed for some spaces as a supplemental environmental strategy.

4. Sinks and lavatories must provide both hot and cold water. Restroom lavatory faucets shall be metered.

5. Electrical wall receptacles in animal handling areas shall be 30 inches minimum above finish floor. Electrical floor receptacles in animal handling areas shall not be used.

6. A Building Automation System (BAS) shall be provided in accordance with Exhibit A-E Guide Final 4-20-15 Section 11 – Design Criteria 22 – Building Automation Systems.

E. Voice Communication systems shall be designed in accordance with the Exhibit "DESIGN CRITERIA 18 – TELEPHONE LINES AND EQUIPMENT, REVISION 1"
The phone system shall be provided by the county.

F. Data Communications systems shall be designed in accordance with the Exhibit "DESIGN CRITERIA 19 – DATA SYSTEMS INFRASTRUCTURE, REVISION 1"

G. Access control systems shall be designed in accordance with the Exhibit "DESIGN CRITERIA 23 – ACCESS CONTROL SYSTEM SPECIFICATIONS"

H. Unified Security System: See Performance Specification Div.28.

I. Security: SEE EXHIBIT "A-E GUIDE FINAL 4-20-15 SECTION 11 – DESIGN CRITERIA 4 – SECURITY" The facility shall have the County of Orange's standard card access system on all exterior entry doors. Card access shall be installed on all interior doors to controlled staff areas.

3.2 PERFORMANCE STANDARDS

A. The adequate performance of the completed improvements is of paramount importance. The completed project shall meet or exceed all performance requirements identified in this RFP. The following are considered general minimum standards:

   a. Code Compliance: Project must achieve current California Energy Code Title 24 minimum energy efficiency compliance. The completed project shall comply with, or exceed, all local, State and federal codes and regulations.
   b. Accessibility: the completed facility including all site amenities and walkways shall comply with the requirements of the Americans with Disabilities Act and the State Title 24 access requirements.

B. Ease of operation, maintenance and replacement of equipment is a key essential design element. For the purposes of this project, the following are considered general minimum maintenance standards:

   1. Personnel with a reasonable level of training shall be able to easily operate the facility, equipment and systems.
   2. The various systems and equipment shall be selected with as few variations as possible to standardize the products.
   3. Train County's personnel in operation of equipment and systems.
   4. Minimize the amount of maintenance required.
   5. Make provisions for replacement of elements, such as convenient access, not required to have the expected service life span equal to that required for the project(s) as a whole, without undue disruption of building operation.

C. Functional service life expectancy and durability of all work is vital. For the purposes of this project, the following are considered general minimum durability standards:

   1. Life expectancy: the structural and general life expectancy of all work shall be **50** years, with the following exceptions: paved surfaces (25 year service life under normal usage), roof membranes (20 year service life, fully functional), and doors (20 year service life under normal usage). With the appropriate preventative maintenance.
   2. Roofs: all components of roofing (not just roof covering) shall be easily accessible by maintenance personnel on foot without the use of portable ladders. Rooftop fixtures, if any, shall be serviceable by simple replacement of parts, minimizing the time required on the roof. Surfaces need withstand maintenance foot traffic only.

D. Security is essential. The design and construction of the improvements shall conform to the ideals of Crime Prevention through Environmental Design (CPTED). The guidelines of CPTED shall be utilized to ensure well planned, located and shaped buildings within the site that enhance supervision and emergency readiness.

4.0 STRUCTURAL BASIS OF DESIGN

STRUCTURAL CRITERIA

This section presents criteria for the structural design of the Orange County Animal Care Facility in Tustin, California. The proposed new Animal Care Facility is anticipated to be approximately 90,000 square feet (gross) in floor area and consist of a number of separate one-story buildings and a single two-story portion. The project is anticipated to consist of Type II construction, so the structure will have some combination of steel, reinforced concrete, concrete masonry unit and light-framed cold-formed metal studs.

1. CODES AND STANDARDS

The most current version of the California Building Code (CBC) as amended by Orange County Ordinance #13-010 and all material standards referenced therein shall govern the structural design of the Orange County Animal Care Facility.

The enforcement agency will be the Orange County Public Works Building and Safety Department.

Other standards include the current versions of the following:

1. American Concrete Institute Building Code Requirements for Structural Concrete, ACI 318
2. Building Code Requirements for Masonry Structures, ACI 530
3. American Institute of Steel Construction Manual of Steel Construction, AISC 360
4. AISC Seismic Provisions for Structural Steel Buildings, AISC 341
5. American Society of Civil Engineers Minimum Design Loads for Buildings and Other Structures ASCE 7
6. American Society for Testing and Materials (ASTM) Standards
7. American Iron and Steel Institute (AISI) S100 North American Specification for the Design of Cold-formed Steel Structural Members

Where requirements in the above standards conflict with the code, the stricter of the requirements shall govern the structural design.

2. LOADS

A. Gravity Loads

FLOOR LIVE LOADS	
Offices	50 psf
Stairs, ground floors typical	100 psf (unreduced)
Second floor corridors	80 psf
Animal control, veterinary operating rooms	60 psf
Balconies	Same as occupancy served
Heavy storage area (where occurs)	250 psf (unreduced)
Light storage area (where occurs)	125 psf (unreduced)

ROOF LIVE LOADS	
Roof (maintenance access)	20 psf (unreduced)
Mechanical equipment spaces	80 psf (unreduced) or actual weight of equipment, whichever is greater
Occupiable roof areas (if present)	100 psf (unreduced)
SNOW LOADS	0 psf

B. Wind Parameters

Exposure C		
Risk Category	=	II
Basic wind speed (3 second gust)	=	110 mph

C. Seismic Criteria

The following seismic parameters are based on US Geological Survey values and CBC 2013.

S_S	=	2.389g	To be confirmed with soil report
S_1	=	1.148g	To be confirmed with soil report
Site Class	=	D	To be confirmed with soil report
Seismic Design Category	=	D	To be confirmed with soil report
I	=	1.0	
Risk Category	=	II	
R	=		To be determined

3. ADDITIONAL DESIGN REQUIREMENTS

A. Vertical and lateral loads for the Orange County Animal Care Facility shall include the effects of additional concrete in slabs on metal deck due to deflections of deck and beams unless the Construction Documents require explicitly that slabs on deck be poured to thickness.

B. Provision shall be made to comply with “Solar Ready” requirements of the California Building Code for future installation of photovoltaic panel arrays, auxiliary equipment and supporting frames.

C. Roof structure that supports mechanical equipment shall accommodate vibration and acoustic damping requirements as stated by the architect and/or mechanical and acoustic sub-consultants. Any additional weight from materials for vibration and acoustic damping shall be accommodated in the gravity and lateral design of the structure.

4. DEFLECTION AND VIBRATION

DEFLECTION	CBC Table 1604.3
DRIFT	ASCE 7 Table 12.12-1
FLOOR VIBRATION	AISC Design Guide (DG) 11 Applied Technology Council Design Guide 1: Minimizing Floor Vibration
Animal control, administration	DG 11 “Offices, Residences” criteria
Acceleration Limit	0.005g (DG 11 Table 4.1)
Damping Ratio	0.025 (DG 11 Table 4.1)

5. MATERIALS

A. Reinforced Concrete

Structural concrete shall have strengths as follows:

1. Foundations: normal weight concrete (145 pcf); f’c = 3000 psi at 56 days. See geotechnical report and ACI 318 regarding corrosion protection. Minimum 25% replacement of portland cement by Class F fly ash.
2. Slab on grade: normal weight concrete (145 pcf); minimum f’c = 3000 psi. 0.45 water: cementitious ratio maximum. See geotechnical report and ACI 318 regarding corrosion protection.
3. Slab on composite metal deck: lightweight concrete (115 pcf); minimum f’c=3000 psi. 0.45 water: cementitious ratio maximum.
4. Columns and walls, including retaining walls, normal weight concrete (145 pcf); minimum f’c=4000 psi.
5. Other concrete: normal weight concrete (145 pcf); f’c=3000 psi.

Reinforcement shall meet the following standards:

1. Mild steel reinforcement: Typically ASTM A615.
   a. Where welded or part of the lateral system (as required by ACI 318) ASTM A706. All Grade 60.

B. Steel

Welding shall meet AWS D1.1 Structural Welding Code and bolting shall be in conformance with RCSC Specification for Structural Joints Using High Strength Bolts.

Structural steel shall be of the following grades:

1. Wide flange and WT sections: ASTM A992 (F_y = 50 ksi)
2. HSS square or rectangular sections: ASTM A500 Grade B (F_y = 46 ksi)
3. HSS round sections: ASTM A500 Grade B (F_y = 42 ksi)
4. Pipes: ASTM A53 Grade B (Fy = 35 ksi)
5. Steel angles, channels & rods: ASTM A36
6. Steel plates: ASTM A36 or where noted A572 Grade 50
7. High strength bolts: ASTM A325 or A490
8. Anchor rods: ASTM F1554, grade as specified.
9. Welded headed studs: ASTM A108

C. Cold-Formed Steel

Cold-formed steel products shall have current ICC-ES or IAPMO approvals.

Structural cold-formed steel shall be of the following grades:

1. Metal deck: ASTM A653 (F_y = 33 ksi), galvanized G60 minimum. Where metal deck is exposed to weather in the final condition, it shall be galvanized G90.
2. Light gage metal studs and tracks: ASTM A653 Gr. 33 for 18 gage and thinner and Gr. 50 for 16 gage and thicker.

D. Concrete Masonry Units

Materials used in concrete masonry construction shall meet the following requirements:

1. Concrete block: ASTM C90 Type I; f'_m = 1500 psi.
2. Mortar: ASTM C270, Type S or M portland cement/lime only.
3. Grout: ASTM C476, minimum compressive strength of 2000 psi
4. Reinforcement: see section 7.A above.

SEE GEOTECHNICAL REPORT DATED JANUARY 10, 2016 PREPARED BY STANTEC

~~6. FOUNDATIONS AND SOILS~~

~~As of this writing, no geotechnical report specifically for the project site was available. The foundation design shall follow the recommendations of the report when it is issued.~~

~~GeoTek of Corona, California provided a letter dated November 20, 2015 that summarized some geotechnical records from the area of the project site. Following are some of the conclusions from that letter.~~

~~Foundations~~	~~Expected to be shallow conventional footings.~~
~~Allowable bearing pressure~~	~~Expected to be a relatively low bearing value.~~
~~Corrosion potential of soil~~	~~Severely corrosive to concrete with the use of Type V cement expected. Also severely corrosive to ferrous metals.~~
~~Uncertified fill~~	~~Removal and replacement of uncertified fill with engineered fill to a minimum depth of 5~~

	~~feet anticipated~~
~~Expansive soils~~	~~Native soils are expected to be highly expansive.~~
~~Liquefaction potential~~	~~Not likely to be a hazard.~~

~~The above conclusions must be confirmed with the final geotechnical report.~~

5.0 CIVIL ENGINEERING BASIS OF DESIGN

Civil Engineering

Basis of Design

For

OC Animal Care Facility

Tustin, California

Date: November 18, 2015

Tait & Associate Comments April 1,2016

Prepared by:

S Y Lee Associates, Inc.**INTRODUCTION**

S Y Lee Associates was engaged to provide a feasibility study for the Civil systems serving a All-in-one Animal Care Facility. OC Animal Care is a proposed facility development in the City of Tustin, CA, composed of approximately 90,000 SF of building area (gross), 113,900 SF Landscaping and 232,648 SF of hardscape.

Site Description:

The site is approximately 10 acres. The existing site is vacant and is partially dirt covered and partially covered with concrete paving. The site is located Southwest of the future Bell Avenue extension between Redhill Avenue and Armstrong Avenue. City of Tustin will be constructing Bell Avenue including new utilities such as Storm Drain Line, Sewer Line and Water Line.

Applicable Codes:

California Building Standards Administrative Code (Title 24, Part I), 2013
California Building Code (Title 24, Part 2), 2013
California Plumbing Code (Title 24, Part 5), 2013
California Fire Code (Title 24, Part 9), 2013
California Reference Standards Code (Title 24, Part 12), 2013
California Green Building Code (Title 24, Part 11), 2013

Reference Standards and Guidelines:

APWA:	American Public Works Association
AWWA:	American Water Works Association
ADA:	Americans with Disability Act
DSA:	Division of State Architect
NPDES:	National Pollution Discharge Elimination Systems
NFPA:	National Fire Protection Association
ANSI:	American National Standards Institute
ASTM:	American Society of Testing and Materials
OSHA:	Occupational Safety and Health Administration, U.S. Dept. of Labor
SSPWC:	Standard Specifications for Public Works Construction
SPPWC:	Standard Plans for Public Works Construction

The Basis of Design related to Site Description, Low Impact Development (LID) requirement, Utility Services (storm drain, sanitary sewer, fire water, domestic water and irrigation) and Offsite Improvement, if applicable. Further revision shall be made to this report as additional information is obtained.

A. Grading

Generally, grading design for different types and functions of pavements are as follows:

1. Max of 2% cross slopes and 5% longitudinal slope without railing at a maximum length of 50 feet along ADA path of travel.

2. Max of 2% cross slopes and 8.33% longitudinal slope with railing at a maximum length of 30 feet along ADA path of travel.

3. Max of 2% slope in any direction at multiple ADA path of travel.

4. 1% minimum slope within the AC pavement and 0.50% min slope within concrete pavement. Concentrated flow within AC pavement less than 1%, concrete V-gutter with 0.50% min slope shall be provided.

All grading work shall be performed in accordance with the recommendations in the Geotechnical report.

Grading shall be designed in such a way that earthwork quantities and net import/export shall be minimized. Earthwork quantities provided on plan serve as a guideline for estimates only. Over-excavation and swell factors are beyond the scope of the civil design.

Grading is considered to have the proposed building as the highest point. Storm run-off directed away from the building shall be collected by the storm drainage system. No rain or excess irrigation water shall be allowed to collect or pond close to building or structures.

The soils engineer shall review the depths of excavation during actual construction. Any surface or subsurface obstructions or questionable material encountered during grading shall be brought immediately to the attention of the Soils Engineer for proper exposure, removal or processing as directed. No underground obstructions of facilities should remain in any structural areas. Areas adjacent to public & private property shall be protected in place per section 7.9 of the Standard Specification.

A site grading and stormwater design shall be per the City of Tustin requirements and standards.

B. Low Impact Development (LID):

1. Low Impact Development (LID) is a leading storm water management strategy that seeks to mitigate the impacts of runoff and stormwater pollution as close to its source as possible. Urban runoff discharged from municipal storm drain systems is one of the principal causes of water quality impacts in most urban areas. It can contain pollutants such as trash and debris, bacteria and viruses, oil and grease, sediments, nutrients, metals, and toxic chemicals that can adversely affect the ocean, rivers, plant and animal life and public health.

2. The LID ordinance requires to captured three-quarter inch rainstorm, infiltrated and, or used, onsite at most developments and redevelopments where more than 500 square feet. LID consists of site design approaches and Best Management Practices (BMP) that are designed to address runoff and pollution at the source. Each type of BMP shall be implemented to the maximum extent feasible when determining the appropriate BMP for a project. Those types of BMP are infiltration systems, stormwater capture and use, and high efficiency biofiltration/bioretention systems.

3. For the infiltration systems, assessing a site's potential for implementation of Low Impact Development Best Management Practices and infiltration BMP requires both the review of existing information and the collection of site-specific measurement. Available information regarding site layout and slope, soil type, geotechnical conditions, and local groundwater condition shall be reviewed and analyze. In addition, soil and infiltration testing is required to be conducted to determine if stormwater infiltration is feasible and to determine the appropriate design parameters for the infiltration BMP.

4. Stormwater capture and use; commonly referred to as rainwater harvesting, collects and stores stormwater for later use, thereby reducing the quantity of stormwater runoff. Partial capture and use can also be achieved as part of a treatment train by directing the overflow to a bioretention system to provide additional volume reduction and water quality treatment in instances where the quantify of runoff from a storm event exceeds the volume of the collection tank. At a minimum, capture and use BMP must be designed and maintained to ensure adequate capacity is available to capture the stormwater quality design volume within 3 days of a storm event that is forecasted to have a 50% or greater probability of providing precipitation.

If the project has demonstrated it can not manage 100% of the water quality design volume onsite through infiltration and/or capture and use BMP may manage the remaining volume through the use of a high removal efficiency biofiltration/biotreatment BMP. A high removal efficiency biofiltration/biotreatment BMP shall be sized to adequately capture 1.5 times the volume not managed through infiltration and/or capture and use.

5. Biofiltration BMP is landscaped facilities that capture and treat stormwater runoff through a variety of physical and biological treatment processes. Facilities normally consist of a ponding area, mulch layer, planting soils, plants, and in some cases, an underdrain. Runoff that passes through a biofiltration system is treated by the natural adsorption and filtration characteristics of the plants, soils, and microbes with which the water contacts. Biofiltration BMP includes vegetated swales, filters strips, planter boxes, high flow biotreatment units, bioinfiltration facilities, and bioretention facilities with underdrains. Biofiltration can provide multiple benefits, including pollutant removal, peak flow control, and low amounts of volume reduction through infiltration and evapotranspiration. The most commonly use biofiltration BMP in City of Tustin is bioretention (planter boxes).

The project's LID design shall comply with the City of Tustin's standards for storm water management and treatment.

Recommendation:

Option 1: The site shall be verified for infiltration. If the site is feasible for infiltration, a Ecorain Module Tank shall be proposed under the surface parking. – Not Feasible

Option 2: If infiltration is not feasible, capture and use shall be verified. If the site is feasible for capture and use, a cistern shall be designed in coordination with Landscape Architect.

Option 3: If the first two options are not feasible, biofiltration/bioretention systems shall be used. Biofiltration/Bioretention systems proposed shall comply with nthe City of Tustin standards and requirements.

C. Utility Services:

1. Utility services are essential in providing the comfort and code-required amenities and supplies to the buildings. The restrooms and drinking fountains require both potable water and sanitary sewer services. The building shall be fire-sprinkled for fire fighting measures, thus fire water lines shall be provided. The site and the building roof drains shall be graded and pitched respectively to drain storm water runoff properly from the site. Underground storm water drainage lines and storm water-pollution treatment devices shall be designed to properly discharge these waters from the site. Additional utility services such as gas, electrical power, and telecommunications are described in the MEP report.

   Quality, material, test and inspection shall conform to the latest Edition and Supplements of the Standard Specification for Public Works Construction (SSPWC) and the latest Edition of the American Public Works Association (APWA).

   Soil is severely corrosive to ferrous metals. Provide corrosion protection. Consult a corrosion engineer for appropriate protective measures.

2. Storm Drain:
   The drainage facility includes surface drainage, catch basins, storm drain lines, runoff pollution treatment devices, French drains, and other erosion control practices to address pollution mitigation measures for storm water management. This is to efficiently convey the storm runoff out of the project site. Bio-swales may also be considered on pervious areas. On-site sources such as roof drainage and depressed areas are collected and channeled into the drainage system.

   State of California has implemented Low Impact Development (LID). All surface storm water runoff shall be mitigated by using one or combination of any of the Low Impact Development's Best Management Practices (BMP).

   Storm water availability shall be requested from City of Tustin to verify the amount of discharge that shall be allowed to discharge into City's storm drain system. A retention/detention system shall be designed to handle the excess storm water discharge.

   After the storm water is mitigated, the on-site strom drain systems shall connected to the proposed storm drain main lines in Bell Avenue and

Armstrong Avenue. The storm water flow rate is calculated 39.38 cfs based on City's annual average rainfall intensity.

3. Sanitary Sewer:
   Sizes and type of sewer pipe, invert elevations, and available sewer wyes along the public right of way and within the project site shall be researched at the City of Tustin, Bureau of Engineering and Irvine Ranch Water District (IRWD).

   The Sewer Capacity or Sewer Area Study shall be requested from IRWD to verify if the proposed sewer discharge is acceptable into IRWD's sewer system.

   For the sewer line on site, sizes shall be in accordance with the demand of each building. Sewer chimneys may be required depending on the inverts of the POCs. Pending the recommendations of the Geotechnical Report, Acrylonitrile-Butadiene-Styrene (ABS) plastic drainpipe and fittings shall be used.

   A new 8 inches VCP sewer pipe sloped at 2.00%, unless otherwised approved by the City of Tustin, shall be connected to the proposed 15 inches sewer main line along Bell Avenue. The sewer flow rate is calculated 150 gpm based on the estimated fixture unit count attached herein.

4. Water:
   The IRWD supplies water to the site. Fire flow test or pressure test shall be requested to determine the water flow and pressure available in the IRWD's water main line and shall be used to design the fire sprinkler system and domestic water.

   Two separate systems shall be designed to handle the water demand for the site. One system shall accommodate the domestic or potable water demand for the entire site. The other system shall accommodate the Fire water demand or fire fighting measures for the building. A backflow devices for fire water line shall be installed. each with a separate water meter upstream. The potable domestic water line shall be metered. This coordination shall be done in conjunction with the IRWD's requirements.

   An additional third separate water system shall be designed to accommodate the irrigation demand for the sites. This shall result in the addition of a second water meter. This shall also be coordinated in conjunction with the IRWD's requirements.

   Water connections shall be on the proposed 8 inches water main line along Bell Avenue.

The estimated water connections are as follows:

Domestic water = 6 inches, estimated 285 gpm flow rate based on fixture unit count provided by the Architect.

Fire water = 8 inches based on a fire hydrant requirement of 2500 gpm at 20 psi.

Landscape = 3 inches, estimated 200 gpm flow rate.

5. OFFSITE IMPROVEMENT:

Street improvement shall be in accordance with the City of Tustin, Department of Public Works.

6.0 ELECTRICAL BASIS OF DESIGN

ELECTRICAL

BASIS OF DESIGN

FOR

OC ANIMAL CARE FACILITY

TUSTIN, CA

December 9, 2015

1.0 GENERAL PROJECT INFORMATION

1.1 APPLICABLE CODES AND STANDARDS

The following Codes and Standards will be adopted for the project design. These meet or exceed the codes and standards identified in the OPR:

2013 Building Standards Administrative Code
2013 California Building Code
2013 California Electrical Code
2013 California Mechanical Code
2013 California Plumbing Code
2013 California Energy Code
2013 California Fire Code
NFPA 72 Fire Alarm and Signaling Code

2.0 POWER DISTRIBUTION SYSTEM

2.1 Narrative Description of System

2.1.1 System Descriptions

The new OC Animal care facility will have overall load of 1680KVA or 2022 amps, based on preliminary load analysis shown on Attachment 1. To anticipate future load expansion, a 4000Amps electrical service at 480Y/277 volts 3 phase 4 wire will be provided to serve the entire facility.

Major electrical equipment will be provided as follows:

1. 4000Amps 480/277V 3phase 4 wire main metering switchboard, located in a dedicated electrical room with 2 separate doors to feed all but not limited to the following:

    a. 480/277V Lighting distribution board to feed number of subpanels in each building or isolated area to serve the lighting at 277volts.

    b. 480/277V Power distribution board to feed numbers of dry type transformers to step down the voltage to 120/208V voltage and to distribute power to number of subpanels in each building or isolated area to serve the power outlets at 120 or 208 volts.

    c. 480/277V HVAC distribution board to feed all large HVAC equipment including condensing units, heat pumps, air handling units and fan coil units, exhaust and supply fans as required per Mechanical design.

    d. Large motor loads including x-ray equipment, elevators, sump and sewage extraction pumps.

2. Emergency generator with at least two automatic transfer switches will be provided for egress lighting, medical equipment, which are considered life safety and critical branches and essential equipment system

2.2 Electrical Design Criteria

The criteria specified in 2013 California Electrical Code (CEC), local codes and standards will govern the electrical design for the system. Due to Harsh corrosive environment, all outdoor electrical equipment, wiring materials and hardware, boxes and supports will be corrosion resistant and as follows:

1. Outdoor Enclosures - wall mounted and free standing cabinets: NEMA 3R
2. Indoor Enclosures: Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12. Where area dictates , not in common office area.
3. Grounding wells, concrete pull boxes with concrete covers
4. Ground rod, will be stainless steel rod
5. Conduit in the ground will be PVC and exposed conduit will be seal-tight , PVC coated.

2.2.1. SIZING CRITERIA FOR SYSTEM COMPONENTS

a. Electrical Power Supply

The incoming electrical power supply shall be supplied at 277/480 volts 3Phase, 4 wire 60 Hz voltage level.

The electrical equipment will be powered at the following voltage levels:

120 volts 1 phase – motors less than ½ horsepower, general purpose receptacle outlet

208 volts 1 phase – water heaters 2kw to 5kw, electric range, motor 3/4hp to 2.5hp

277 volts 1 phase – lighting

480 volts 3 phase – large HVAC equipment, pump motors 3hp and above

b. Cable Sizing And Voltage Drop

Low voltage cables shall be sized based on demand load, the ampacity of cable, permissible voltage drop and short circuit current. In general these shall be according to 2013 CEC Edition.

1) Feeder cables: Feeder and sub-feeder cables shall be sized on the basis of three phase 4-wire according to the total load current, taking into account spare capacity for future requirements. The permissible voltage drop shall be as per design specifications.

2) The CEC section 220-10 stipulate the requirements in sizing feeder and sub-feeder cables. And CEC section 210-19 stipulates that maximum total voltage drop on feeders and branch circuits to the farthest point must not exceed five (5) percent.

3) Branch Circuits: Maximum allowable voltage drop in the branch circuits for lighting circuits shall be less than three (3) percent.

c. Short Circuit Calculations: Short circuit calculations will be based on available fault level in the utility transformer serving the entire OC Animal Care facility.

d. Lighting and Small Power Panel Boards

These panel boards shall be recessed or surface mounted with enclosures according to NEMA configuration. These shall consist of bolt-on circuit breakers not to exceed 42 numbers in accordance with CEC.

e. Grounding

The grounding system shall be designed based on CEC. Ground sensing system for secondary breakers and ground fault circuit interrupting (GFCI) receptacle outlets will also be provided where required by Code.

f. General Purpose Receptacle Loading

Circuit loading shall be estimated on the basis of 180 VA for each outlet unless specific conditions necessitate other loadings. Computer load will use 500VA per computer outlet.

g. Wires and Cables

Low voltage cables shall be copper, rated 0.6/1kV and shall be specified in standard AWG or kcMIL sizes. All cables will be installed in conduit. Cable temperature rating shall be 75°C for cable ampacity less than 100 amperes and minimum 90°C for bigger cables.

h. Conduit Selection

Metallic conduit size shall be selected based on percent fill requirements in Table 1, Chapter 9 of CEC.

MC cable in the office areas.

i. Receptacle outlets

- GFCI outlets at all locations required by CEC and NFPA 99.
- Each receptacle in surgery room shall have stand-by power dedicated homerun circuit.
- All exterior receptacles shall be GFCI type in weatherproof while use enclosures
- Tamper resistant receptacles every 8ft in waiting lounge and lobby areas.
- Hospital grade locking receptacle at ceiling locations, only in operating rooms, if required
- Hospital grade receptacles at Animal surgery rooms
- In rooms without illumination on emergency power, emergency outlets to be self-illuminated
- General purpose receptacle outlets for vacuum cleaning at every other floor landing at stairwell.

j. Power supply (Stand-by branches) from Emergency Generator including but not limited to the following:

- Alarm and alerting system (fire alarm and medical gas system
- Automatic doors used for building egress
- Elevator cab lighting, control, communication and signal system
- Exit signs
- Illumination of means of egress
- Telecommunication system used for issuing instruction during emergency conditions, such public address, etc.
- Task illumination and x-ray equipment, HVAC for surgical suites, emergency treatment and medical dispensing equipment

j. Power supply (Equipment branch Delayed Automatic Connection) from Emergency Generator including but not limited to the following:

- Vacuum pumps
- Medical and dental air compressors
- Medical and laboratory refrigerators and freezers
- Mortuary refrigerator or cold room

3.0 LIGHTING SYSTEM

3.1 Narrative Description of System

3.1.1 System Descriptions

All lamps to be used in the entire OC animal care will be 0-10V dimmable LED bulb type unless otherwise required by specific areas such as surgical areas,

Lighting level will be based on IESNA standard illumination level and other standards for animal care facility.

Offices

2'x4' ceiling mounted lighting fixture with clear acrylic prismatic diffuser/lens. The lighting circuits will be automatically controlled using occupancy sensor and light sensor to shut off automatically portion of the fixtures near the windows or day lit area. Manual override switches will also be provided at the entry doors.

ENTRANCE LOBBY AND WAITING ROOMS

2'x2' recessed troffer type lighting fixture with acrylic prismatic diffuser will be provided.

Also, 8" aperture lensed down light, recessed mounted will be provided in the perimeter and entrance lobby. Automatic controls include multi level occupancy sensor and photocell for daylight harvesting. Multi level manual switches include three and 4-way types located at door entrances.

RESTROOMS AND LOCKERS

6" aperture lensed down light with glass lens, recessed mounted with (1) energy efficient LED lamps and electronic driver.

Automatic controls include occupancy sensor. Multi level manual switches are provided at door entrances.

MECHANICAL EQUIPMENT, ELECTRICAL AND TELECOM ROOMS

Surface or pendant mounted linear direct LED fixture will be provided with automatic controls include occupancy sensor. Multi level manual switches are provided at door entrances.

CORRIDORS

6" aperture lensed down light with glass lens, recessed mounted with (1) energy efficient LED lamps and electronic driver, with automatic controls include occupancy sensors capable of turning off 50% of the lights when unoccupied.

, WALKWAYS AND OPEN AREAS

Exterior lights with bug rating, and shall have provisions to limit spill light and excessive glare to adjacent private and public properties. Photoelectric sensors, motion sensors + astronomical time switch as required by code will all be used to control all exterior lights.

Reasons for System Selection

Efficiency, controllability, quality and accessibility of the specified fixtures conform to the OPR. Specified fixtures are functional and energy efficient. Other fixtures that will be chosen by the owner as an alternative will be reviewed for consideration. For the specified direct fixtures, energy performance, maintenance/serviceability will be the same, but lighting and visual quality will be slightly inferior than the direct-indirect fixture.

Design is based on the average foot-candle that the fixtures can provide at the work level. The lighting layout was designed based on architect selection of fixtures but using energy savings lamps to provide optimum efficiency and functionality while reducing the cost of the lighting system.

Emergency power will be provided on interior and exterior spaces, where required or convenient. Indoor and outdoor lighting were designed to conform to 2013 Title 24, Part 6

7.0 MECHANICAL BASIS OF DESIGN

MECHANICAL AND PLUMBING

BASIS OF DESIGN

FOR

OC ANIMAL CARE FACILITY

TUSTIN, CA

NOVEMBER 25, 2015

1.0 GENERAL PROJECT INFORMATION

3.3 APPLICABLE CODES AND STANDARDS

The following Codes and Standards will be adopted for the project design. These meet or exceed the codes and standards identified in the OPR:

2013 Building Standards Administrative Code
2013 California Building Code
2013 California Electrical Code
2013 California Mechanical Code
2013 California Plumbing Code
2013 California Energy Code
2013 California Fire Code
NFPA 13 Automatic Fire Sprinkler Systems
NFPA 14 Standpipe Systems

4 HVAC SYSTEMS AND CONTROLS

4.2 Narrative Description of System

4.2.1 System Descriptions

The Aministration Building will be served by roof top DX type units with roof top boiler system. The kennels will have independent cooling and radiant heating systems.

Administrative Areas:

Administrative areas will be provided with variable air volume air distribution with hot water reheat. Each room or group of rooms will have their own wall mounted thermostat. The Air Handling Unit (AHU) will be located on the roof.

HVAC equipment will be sized and selected to comply with 2013 Title 24 Energy Efficiency Standards. MERV 8 filters will be provided for all A/C equipment.

Restrooms will be ventilated using roof top exhaust fans..

Indoor Animal Shelter Areas:

Indoor animal shelter areas will be heated, cooled and ventilated. The HVAC system will be designed with the objective of assisting in the prevention of bacteria, mold and control pathogens. The Air Handling Units will be "all outside air" type. Meaning, the air supplied will not be returned to the AHU but totally exhausted out. Conditioned air will be supplied at 10 to 15 air changes per hour. The rooms will be zoned and each zone or will have its independent AHU. Since all outside air units will have large capacity, grouping zones will be governed by the resulting physical size of the AHU.

Animal support areas such as grooming rooms and medical areas will have sufficient outside ventilation air and part of the supply air will be recirculated.

Air filtration in the animal shelter will be a minimum of MERV 8.

Animal Kennels will have will have floor radiant heating. Hot water will come from the central hot water system.

4.3 Design Assumptions

4.3.1 Climate Design Parameters

Table 4.1: Climate Design Parameters

Location	Tustin, CA
Latitude	33.7
Longitude	117.8
Elevation	118 ft
Climate Zone	ASHRAE, DOE, California (California Energy Code Climate Zone 8)
Summer Design Conditions	Outside design dry bulb and coincident wet bulb (source: ASHRAE Fundamentals, etc.): 92 ^{o}F DB & 69 ^{o}F MCWB.
Winter Design Conditions	Outside design dry bulb (source: ASHRAE Fundamentals, etc.): 31 ^{o}F

4.3.2 Indoor Design Conditions

Table 4.2: Indoor Design Conditions

Space Type	Space Temperature	Relative Humidity	Indoor Air Quality	Noise Level	Other
Typical Areas	75°F ±3 F°	50% ± 10% RH	MERV 8 filters	45 dbA	

4.3.3 Envelope Constructions

Table 4.3: Envelope Constructions

Construction Type	Description	U-factor / F-factor / SHGC / Other
Roof		U-factor; SRI
Raised Floor		U-factor
Slab-on-grade		F-0.740
Exterior Wall		U-factor
Window Wall		U-factor; SHGC
Punched Window		U-factor; SHGC

4.3.4 Occupancy and Occupant Heat Gains

Table 4.4: Occupant Heat Gains

Space Type	**Occupant Density**	**Heat Gain (BTU/hour/occupant)**	
		Sensible	**Latent**
Humans	300 sq. ft./person	245	155
Dogs		70	40

4.3.5 Internal Heat Gains

Table 4.5: Indoor Design Conditions

Space Type	Heat Gain Density (watts/square foot)		
	Lighting	Receptacle	Process
Typical Areas	1.2	1 w/sq.ft.	

4.3.6 Outdoor Air Ventilation Strategy

Table 4.6: Toilet Exhaust

Space Type	Ventilation Rate	Exhaust Rate	Controls
Bathroom Exhaust		50 – 70 CFM per water closet or urinal (min.)	Interlocked with light switch

4.3.7 Infiltration/Exfiltration

All administrative spaces will be provided with outside air. Rooms occupied by animals will be “all outside air”. For other rooms and occupancies, see Table 4-14, 2013 Non-residential Compliance Manual.

Space Type	Ventilation Rate	Exhaust Rate
Offices	0.15 CFM/SF	-
Corridors & Support Areas	0.15 CFM/SF	-
Animal Rooms	10 to 15 AC/HR	100%

2.2.8 Load Calculations

Load calculations will be done using Trane Trace 700 software. Title 24 Energy compliance calculations will be done using Energy Pro version 6.7.

Without running computer load calculations, the complex roughly needs 200 to 300 tons for air conditioning.

5 PLUMBING SYSTEM

5.2 Hot Water System

Hot water will be provided by gas-fired high efficiency condensing type water heaters.

Hot water will be produced at 120°F. All sinks and lavatories in public areas will be provided with thermostatic mixing valves to limit hot water temperature to 105°F.

Recirculating pump will maintain hot water temperature in the piping system.

5.3 Plumbing Fixtures

Plumbing fixtures are high efficiency fixtures which meet or exceed the 2013 CalGreen Code.

5 Hose bibs with vacuum breaker will be provided for every cluster of Non-Public Kennel. 6 Hose bibs with vacuum breaker will be used for every cluster of Public Kennels. It will be used to clean the cages.

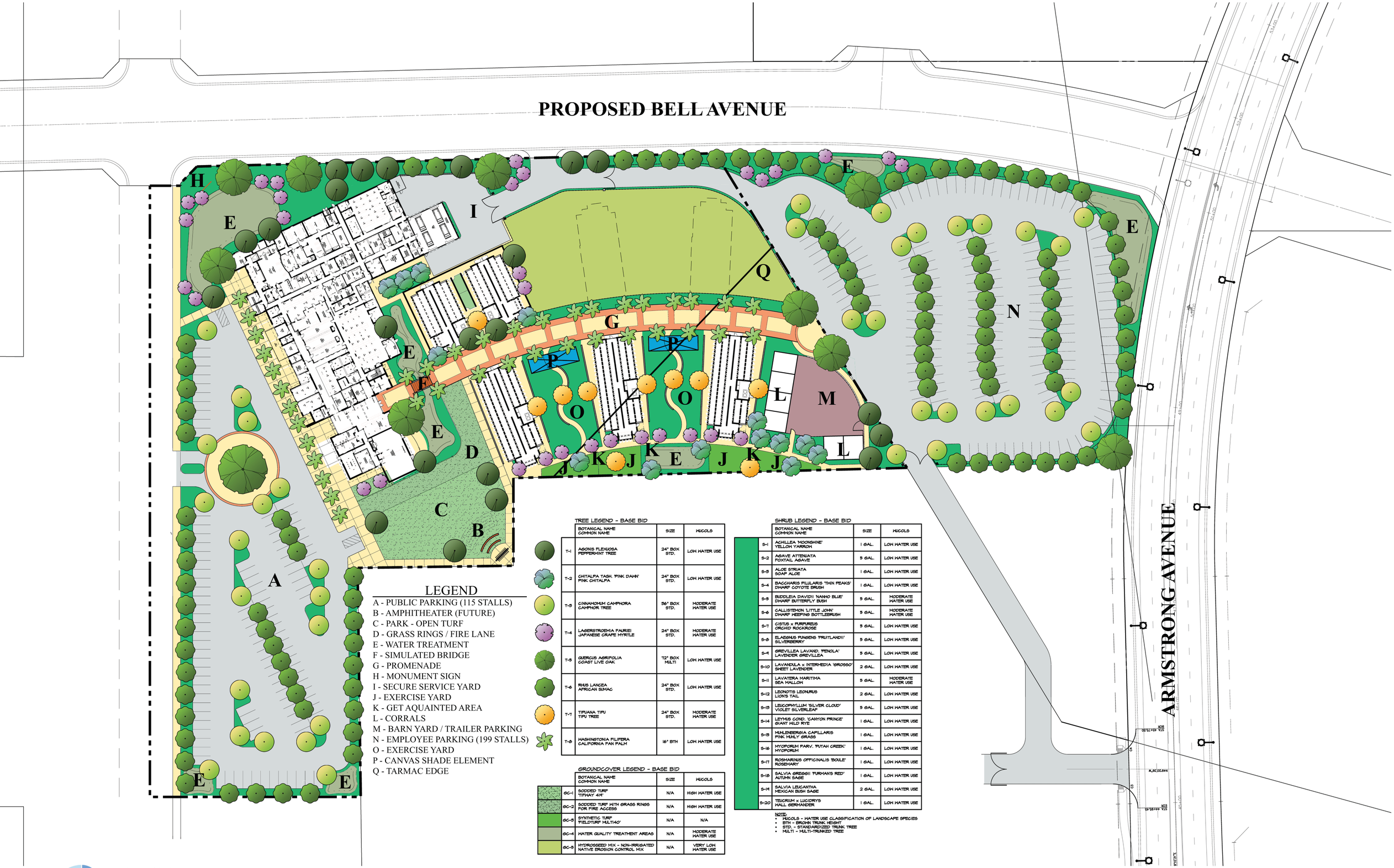
A 1½" diameter high flow rate nozzle will also be provided for each cluster of animal cages to flush animal waste to the sanitary drain system.

5.4 Plumbing Demand

For the central hydronic heating, approximately 1800 CFH of natural gas is needed. For Domestic Water Heating, 200 CFH natural gas is needed, assuming tank type water heaters are used.
See Domestic Water and Sanitary Waste estimate table below.

DOMESTIC WATER					
Item #	Description	Qty	FV	Sub-total	
1	Water Closet	12 ~~13~~	5	75	
2	Urinal	5	4	16	
3	Lavatory	11	1	12	
4	Shower	2	2	8	
5	Sink	24	1.5	25.5	
6	Clothes washer	3	4	12	
7	Hose Bibb	25 ~~40~~	2.5	225	
8	Drinking Fountain	2	0.5	2	
9	Water Dish Filler		2.5	930	N.T. Evaluate
10	Dog kennel flush		5	420	N.T. Evaluate
	Total			1725.5	
	Flow Rate			285	GPM
SANITARY WASTE					
Item #	Description	Qty	FV	Sub-total	
1	Water Closet	12 ~~13~~	4	60	
2	Urinal	5	2	8	
3	Lavatory	11	2	24	
4	Shower	2	2	8	
5	Sink	247	2	34	
6	Clothes washer	3	3	9	
7	Drinking Fountain	2	0.5	2	
8	Dog Kennel flush		4	336	
	Total			481	

8.0 CONCEPT DIAGRAMS AND PLANS



LEGEND

A - PUBLIC PARKING (115 STALLS)
B - AMPHITHEATER (FUTURE)
C - PARK - OPEN TURF
D - GRASS RINGS / FIRE LANE
E - WATER TREATMENT
F - SIMULATED BRIDGE
G - PROMENADE
H - MONUMENT SIGN
I - SECURE SERVICE YARD
J - EXERCISE YARD
K - GET AQUAINTED AREA
L - CORRALS
M - BARN YARD / TRAILER PARKING
N - EMPLOYEE PARKING (199 STALLS)
O - EXERCISE YARD
P - CANVAS SHADE ELEMENT
Q - TARMAC EDGE

TREE LEGEND - BASE BID

	BOTANICAL NAME COMMON NAME	SIZE	HUGOLS
T-1	AGONIS FLEXUOSA PEPPERMINT TREE	24" BOX STD.	LOW WATER USE
T-2	CHITALPA TASH. 'PINK DAWN' PINK CHITALPA	24" BOX STD.	LOW WATER USE
T-3	CINNAMOMUM CAMPHORA CAMPHOR TREE	36" BOX STD.	MODERATE WATER USE
T-4	LAGERSTROEMIA FAURIEI JAPANESE CRAPE MYRTLE	24" BOX STD.	MODERATE WATER USE
T-5	QUERCUS AGRIFOLIA COAST LIVE OAK	72" BOX MULTI	LOW WATER USE
T-6	RHUS LANCEA AFRICAN SUMAC	24" BOX STD.	LOW WATER USE
T-7	TIPUANA TIPU TIPU TREE	24" BOX STD.	MODERATE WATER USE
T-8	WASHINGTONIA FILIFERA CALIFORNIA FAN PALM	16' BTH	LOW WATER USE

GROUNDCOVER LEGEND - BASE BID

	BOTANICAL NAME COMMON NAME	SIZE	HUGOLS
GC-1	SODDED TURF 'TIFWAY 419'	N/A	HIGH WATER USE
GC-2	SODDED TURF WITH GRASS RINGS FOR FIRE ACCESS	N/A	HIGH WATER USE
GC-3	SYNTHETIC TURF 'FIELDTURF MULTI40'	N/A	N/A
GC-4	WATER QUALITY TREATMENT AREAS	N/A	MODERATE WATER USE
GC-5	HYDROSSEED MIX - NON-IRRIGATED NATIVE EROSION CONTROL MIX	N/A	VERY LOW WATER USE

SHRUB LEGEND - BASE BID

	BOTANICAL NAME COMMON NAME	SIZE	HUGOLS
S-1	ACHILLEA 'MOONSHINE' YELLOW YARROW	1 GAL.	LOW WATER USE
S-2	AGAVE ATTENUATA FOXTAIL AGAVE	5 GAL.	LOW WATER USE
S-3	ALOE STRIATA SOAP ALOE	1 GAL.	LOW WATER USE
S-4	BACCHARIS PILULARIS 'TWIN PEAKS' DWARF COYOTE BRUSH	1 GAL.	LOW WATER USE
S-5	BUDDLEIA DAVIDII 'NANHO BLUE' DWARF BUTTERFLY BUSH	5 GAL.	MODERATE WATER USE
S-6	CALLISTEMON 'LITTLE JOHN' DWARF WEEPING BOTTLEBRUSH	5 GAL.	MODERATE WATER USE
S-7	CISTUS x PURPUREUS ORCHID ROCKROSE	5 GAL.	LOW WATER USE
S-8	ELAEAGNUS PUNGENS 'FRUITLANDII' SILVERBERRY	5 GAL.	LOW WATER USE
S-9	GREVILLEA LAVAND. 'PENOLA' LAVENDER GREVILLEA	5 GAL.	LOW WATER USE
S-10	LAVANDULA x INTERMEDIA 'GROSSO' SWEET LAVENDER	2 GAL.	LOW WATER USE
S-11	LAVATERA MARITIMA SEA MALLOW	5 GAL.	MODERATE WATER USE
S-12	LEONOTIS LEONURUS LION'S TAIL	2 GAL.	LOW WATER USE
S-13	LEUCOPHYLLUM 'SILVER CLOUD' VIOLET SILVERLEAF	5 GAL.	LOW WATER USE
S-14	LEYMUS COND. 'CANYON PRINCE' GIANT WILD RYE	1 GAL.	LOW WATER USE
S-15	MUHLENBERGIA CAPILLARIS PINK MUHLY GRASS	1 GAL.	LOW WATER USE
S-16	MYOPORUM PARV. 'PUTAH CREEK' MYOPORUM	1 GAL.	LOW WATER USE
S-17	ROSMARINUS OFFICINALIS 'BOULE' ROSEMARY	1 GAL.	LOW WATER USE
S-18	SALVIA GREGGII 'FURMAN'S RED' AUTUMN SAGE	1 GAL.	LOW WATER USE
S-19	SALVIA LEUCANTHA MEXICAN BUSH SAGE	2 GAL.	LOW WATER USE
S-20	TEUCRIUM x LUCIDRYS WALL GERMANDER	1 GAL.	LOW WATER USE

NOTE:
- HUGOLS - WATER USE CLASSIFICATION OF LANDSCAPE SPECIES
- BTH - BROWN TRUNK HEIGHT
- STD. - STANDARDIZED TRUNK TREE
- MULTI - MULTI-TRUNKED TREE

RJM DESIGN GROUP

3/21/2016

0 20' 40' 80'

SITE PLAN - LANDSCAPE PLAN

ORANGE COUNTY PUBLIC WORKS ANIMAL CARE FACILITY

IRVINE, CALIFORNIA

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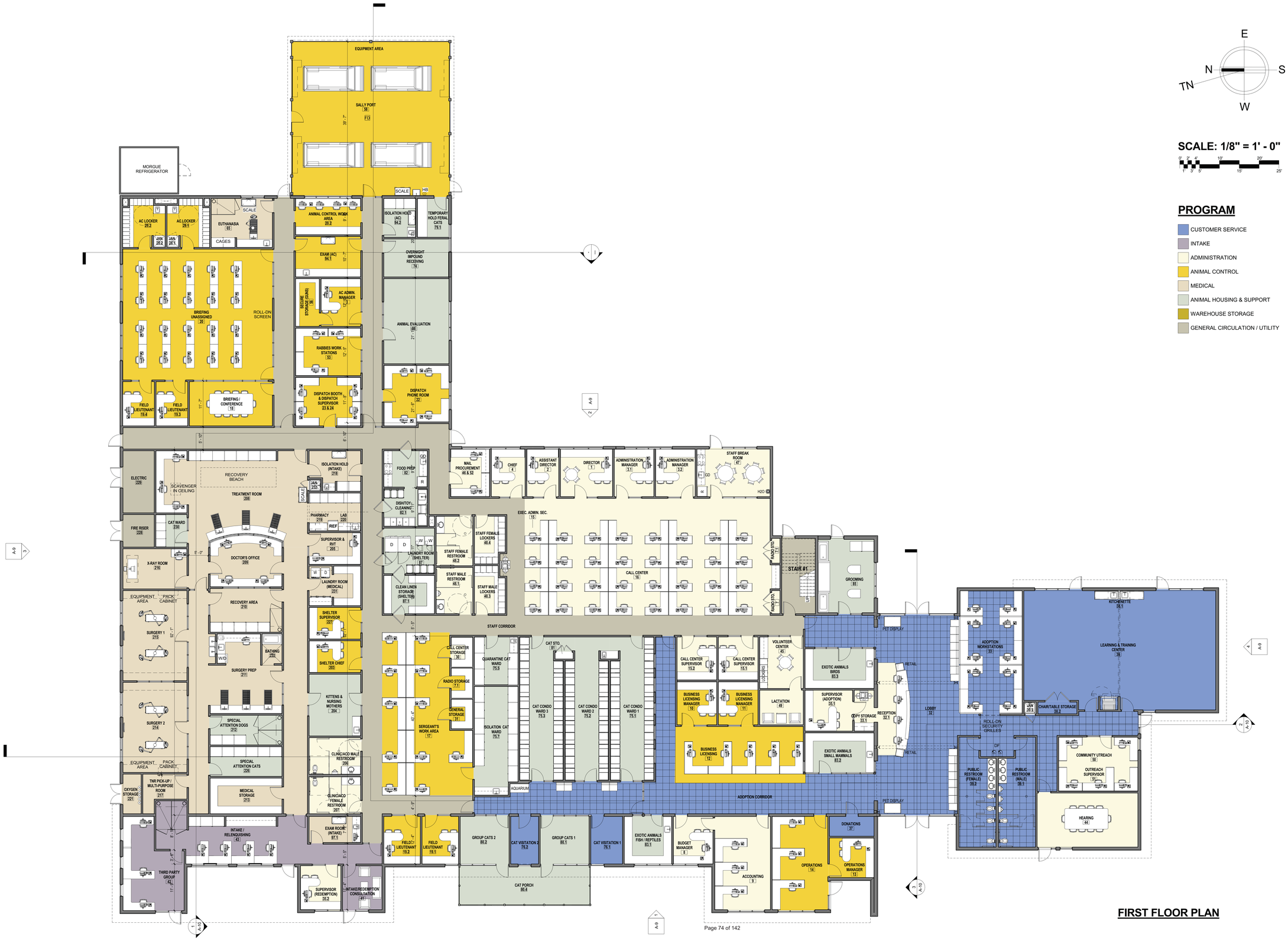

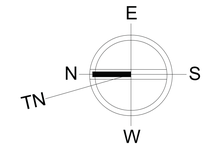

SCALE: 1/8" = 1' - 0"

PROGRAM

- CUSTOMER SERVICE
- INTAKE
- ADMINISTRATION
- ANIMAL CONTROL
- MEDICAL
- ANIMAL HOUSING & SUPPORT
- WAREHOUSE STORAGE
- GENERAL CIRCULATION / UTILITY

SNYDER LANGSTON
RFA TAIT

OC ANIMAL CARE FACILITY

#1525

01 APRIL 2016

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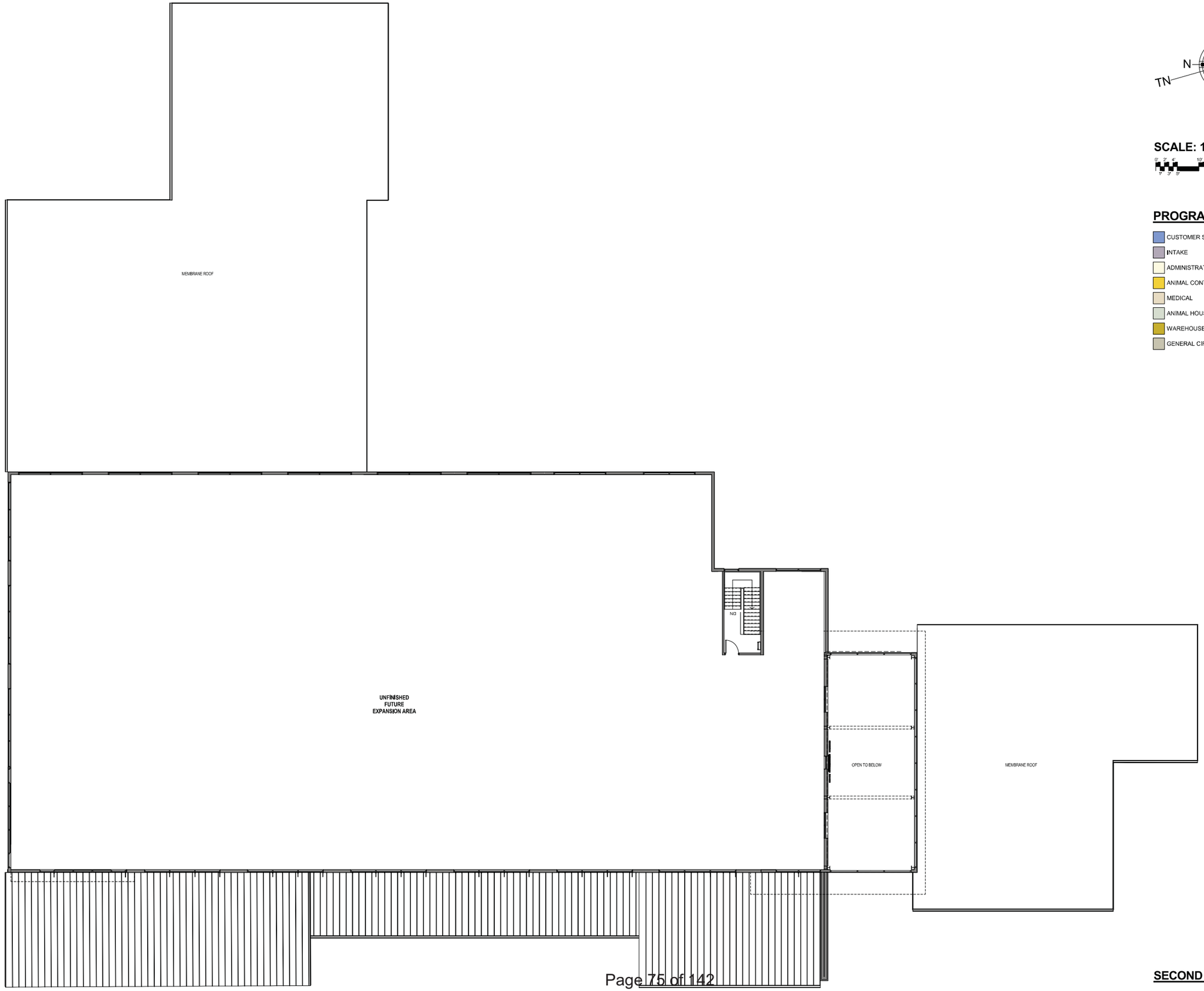
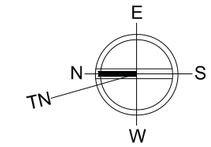
A-1

FIRST FLOOR PLAN





SCALE: 1/8" = 1' - 0"

PROGRAM

- CUSTOMER SERVICE
- INTAKE
- ADMINISTRATION
- ANIMAL CONTROL
- MEDICAL
- ANIMAL HOUSING & SUPPORT
- WAREHOUSE STORAGE
- GENERAL CIRCULATION / UTILITY

SNYDER LANGSTON

TAIT

OC ANIMAL CARE FACILITY

01 APRIL 2016

#1525

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A-2

SECOND FLOOR PLAN

SNYDER LANGSTON
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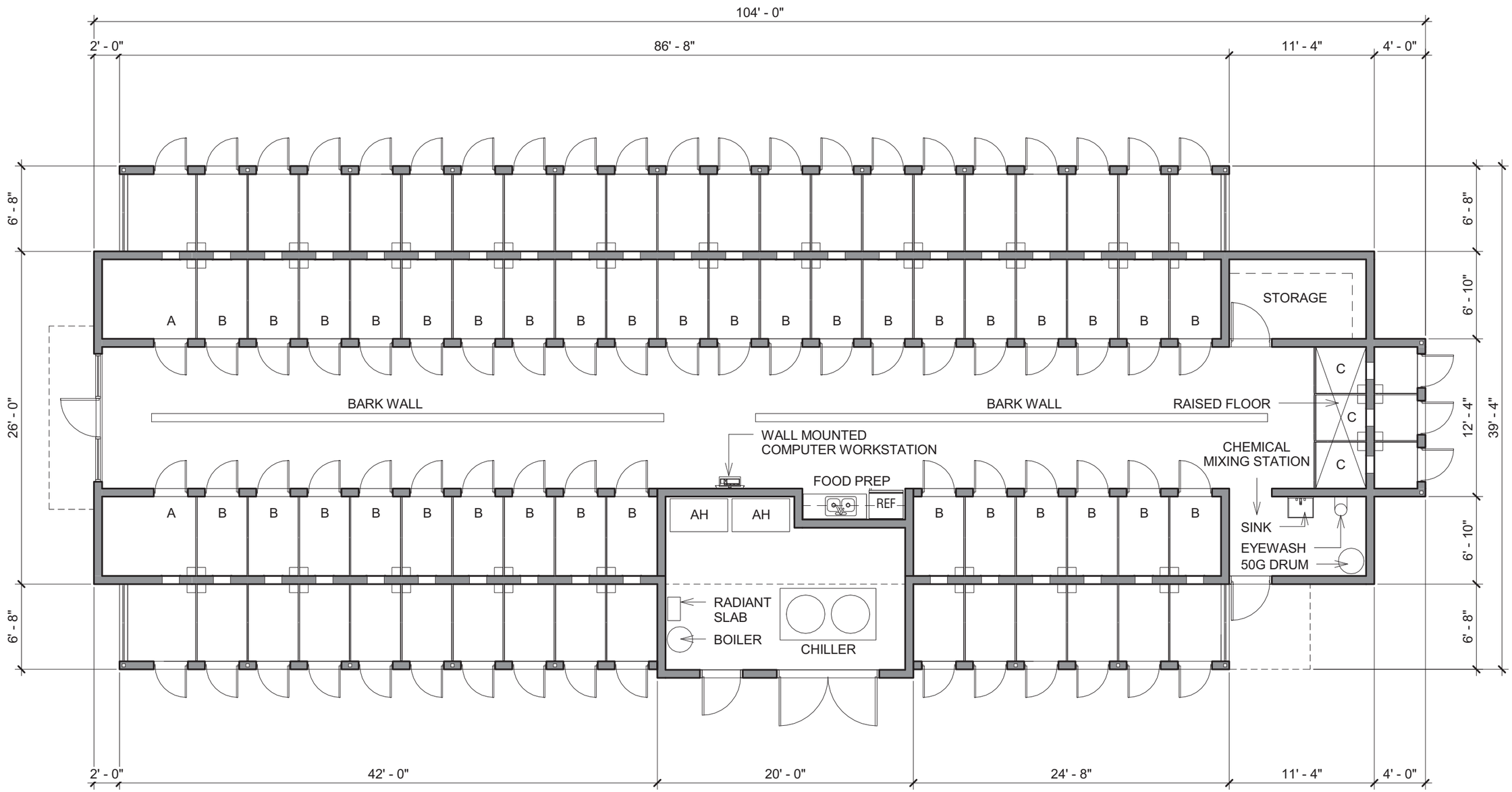
OC ANIMAL CARE FACILITY

11 FEB 2016

#1525



0' 4' 8' 12' 24'

SCALE 1/8"=1'-0"

PUBLIC KENNEL PAVILION
2,326 SF

TYPE	DESCRIPTION	SIZE	QTY
A	LARGE	6X6	2
B	STANDARD	4X6	35
C	SMALL	4X4	3
		TOTAL	40

NOTE:
This Kennel Run Pavilion as shown is designed to accommodate construction phasing.
As such, this durable modular kennel system is designed with flexibility in mind to accommodate adjustments as a result of the County's future needs.

FLOOR PLAN

REVISED
3/21/2016

A-13.1

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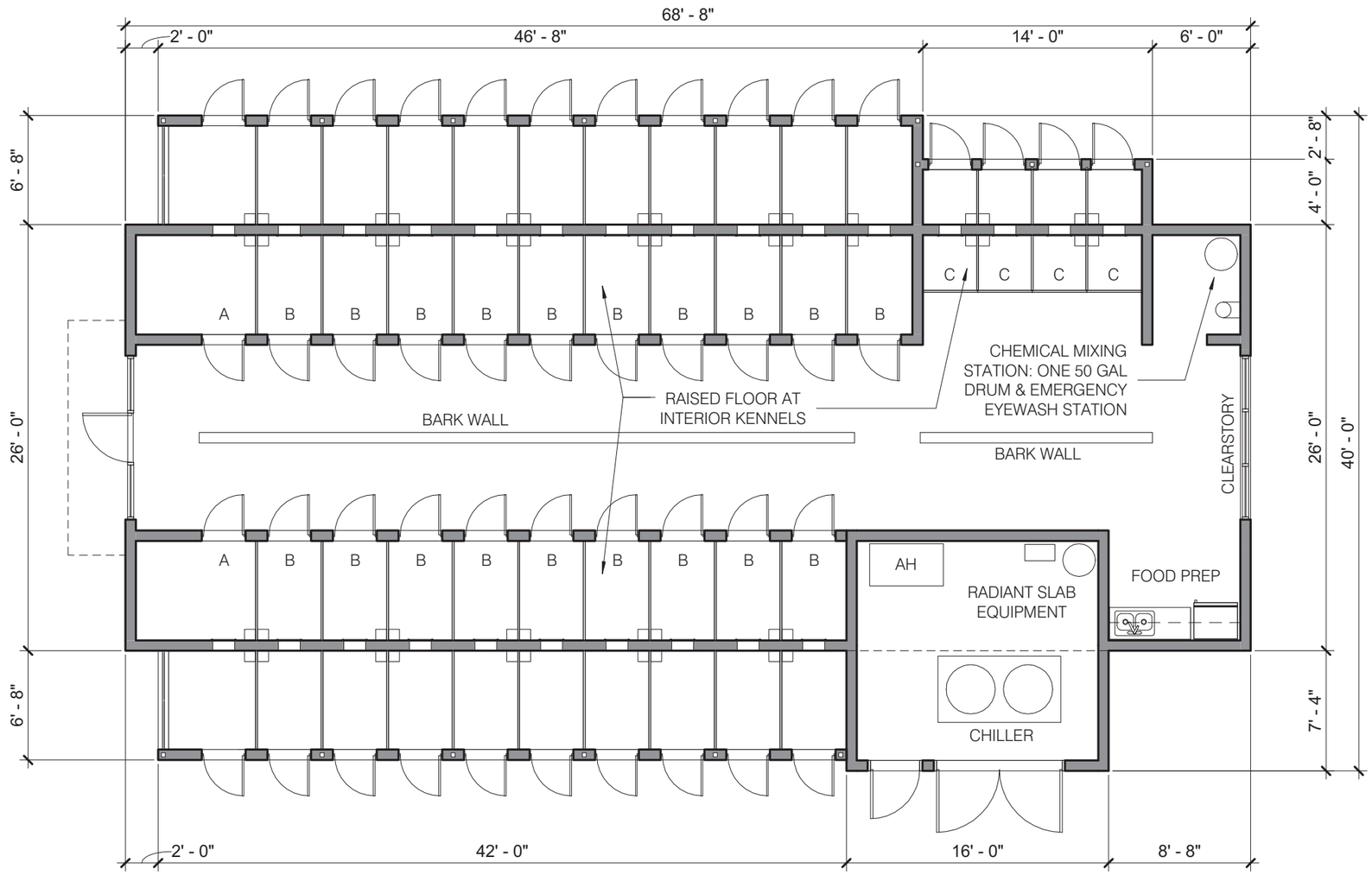

0' 4' 8' 12' 24'

SCALE 1/8"=1'-0"

NON-PUBLIC KENNEL PAVILION

1,560 SF

TYPE	DESCRIPTION	SIZE	QTY
A	LARGE	6X6	2
B	STANDARD	4X6	19
C	SMALL	3X3L	4

NOTE:
This Kennel Run Pavilion as shown is designed to accommodate construction phasing.
As such, this durable modular kennel system is designed with flexibility in mind to accommodate adjustments as a result of the County's future needs.

FLOOR PLAN

SNYDER LANGSTON TAIT

OC ANIMAL CARE FACILITY

11 FEB 2016

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A-15.1

9.0 PERFORMANCE SPECIFICATIONS

DIV.01 GENERAL REQUIREMENTS

A. In addition to the following requirements listed herein, the facility shall be designed in accordance with the following (See Exhibits):
   a. A-E Guide Final 4-20-15
   b. AE Guide Sections Applicable for DB Project, Revision A
   c. DESIGN CRITERIA 18 – Telephone Lines and Equipment, Revision 1
   d. DESIGN CRITERIA 19 – Data Systems Infrastructure, Revision 1
   e. DESIGN CRITERIA 23 – Access Control System Specification

B. These general performance requirements describe the character, quality, or level of performance required for all improvements relative to construction assemblies and building systems:

1. GENERAL / ENVIRONMENTAL

1.1 Safety: design and construct all exterior and interior spaces to incorporate accepted principles of crime prevention using environmental and technological methods of providing surveillance and access control.

   a. Roofs: provide permanent access and safety systems to all areas of roofs for maintenance of roofing and rooftop-mounted equipment. Access to be controlled to prevent access by unauthorized persons.
   b. Entries: provide slip-resistant walking surfaces, including floors, ramps and stairs with a minimum static coefficient of friction of 0.80.
   c. Restrooms: provide all elements, including fixtures, partitions, counters, mirrors, etc., that have a high safety rating.

1.2 Fire and Life Safety: provide code approved fire and life safety systems for site and building including emergency vehicle circulation, on-site hydrants as required, and building access for fire apparatus and emergency response vehicles.

1.3 Structure: No Type III or Type V construction is permitted. The construction is to be non-combustible only.

1.4 Acoustics: minimize noise intrusion from noise-source into occupied spaces, and onsite public, gathering environments.

   1. Structure-borne sound and vibration: prevent transmission of perceptible sound and vibration from equipment that rotates, vibrates, or generates sound by isolating such equipment from superstructure or by isolating equipment support foundations from building foundations.

   2. Mechanical: maintain the sound transmission characteristics of assemblies through which systems pass.
      1. All sounds of flushing and liquid running through pipes are prohibited outside of the rooms housing toilets and other fixtures, with the exception of when doors to those rooms are open.
      2. Equipment noises: noise level shall be below that which may be objectionable, based on occupancy of space.
      3. When systems are located within or pass through assemblies that perform sound isolation functions, consider the noise produced by the system itself as one of the external sound sources.
      4. Provide any necessary acoustical treatment to main supply and return duct as required to maintain acceptable NC levels. Sound mitigation components

include sound attenuators, double wall lined ductwork, duct offsets, architectural soffits and/or insulation around ductwork (especially where main vertical supply and return ducts penetrate into acoustically sensitive areas).

1.5 Access: The design shall provide full accessibility wherein accessibility-related elements shall be fully integrated as basic design elements.

1.6 Aesthetics: The County desires facilities that exhibit an inviting, human scale with the use of forms, materials, textures and colors that appeal to a wide spectrum of users..

1.7 Thermal Comfort: indoor spaces shall maintain thermostat settings plus or minus 2 degrees and integrate controllability of systems within individual spaces.

1.8 Utilities: conceal all utilities and services underground. The point of connection to all public utilities shall be either Armstrong Ave or the future Bell Ave. The D-BE shall include alternate costs for both options in the GMP.

a. Provide the following as required:
    1. Water and Drainage: a means of delivery of water to points of utilization; automatic heating and conditioning of domestic water; and unattended removal of water, rainwater, and liquid waste.
    2. HVAC: a controlled means of maintaining interior space comfort and air quality, including heating, cooling, ventilation and energy supply.
    3. Fire Protection: automatic fire detection, suppression, and warning, as well as manual fire-fighting equipment.
    4. Electrical Power: energy to operate all electrically operated devices, including those included under other services and those provided separately by the County.
    5. Artificial Lighting: illumination of spaces and tasks, both interior and exterior, independent of reliance on natural light.
    6. Provide conduit and pull string from the J-box or device above ceiling or to the telecom/data, phone or electrical room for installation of Telecommunications pathways for services that include voice and data transmission and cable TV service that is to be provided by third party vendors.
    7. Other services: services that include integrated facility controls, surveillance and security controls, and a theft detection system.
b. Utility Sources and Outlets: connect utilities and services to and from:
    1. Water source: Existing public utility.
    2. Sewage Disposal: Connect building sewer to the existing public sewage system.
    3. Rain Water Drainage Outlet: Comply with the County's Storm Water Pollution Prevention Plan (SWPPP) requirements, consistent with the Low Impact Development Handbook, including but not limited to on-site drainage retention.
    4. Electrical power source: Existing public utility.

1.9 Lighting: provide clear ingress, on-site, and egress hierarchical illumination, such that a user may be able to intuitively find their way at night.

a. Outdoor Spaces and Landscaped Areas: residential scale, pathway and courtyard illumination.
b. Interior Spaces: maximize the effectiveness of day lighting. Artificial lighting

shall provide uniform distribution at desk height to allow unlimited furniture arrangement with variable lighting levels and special presentation lighting.

1. Community/ Training/ Conference Rooms: accommodate specialized, independent uses as follows:
   a. uniform distribution over audience seating area with variable lighting levels and presentation/display lighting.
   b. Windows and Skylights shall have blackout shades for audio-visual presentations.This is in FF&E
2. Surgical Prep. And Surgery Rooms:
   a. Provide surgical lighting as required.
3. Animal Housing:
   a. Lighting is extremely important for the health of the animals and for general aesthetics.
   b. Natural daylight in animal housing is highly recommended.
   c. Electric lighting shall be designed to provide three levels of light: cleaning level; normal level; and nighttime level.
   d. Light fixtures shall be gasketed and waterproof.
   e. Lighting fixtures shall be placed over dog runs, rather than down the middle of the aisle separating facing runs. This makes it easier for visitors and staff to view the animals.

2.0 Construction Waste Management: Recycle and/or salvage for reuse a minimum of 50 percent of the nonhazardous construction and demolition waste in accordance with CALGREEN section 5.408.1.1, 5.408.1.2 or 5.408.1.3.

a. Submit a construction waste management plan that:
   1. Identifies the construction and demolition waste materials to be diverted from disposal by efficient usage, recycling, reuse on the project or salvage for future use or sale.
   2. Determines if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
   3. Identifies diversion facilities where construction and demolition waste material collected will be taken.
   4. Specifies that the amount of construction and demolition waste material diverted shall be calculated by weight or volume, but not by both.
b. Waste Management Company: Utilize a waste management company that can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with this section.
c. Excavated soil and land clearing debris: 100 percent of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled.

DIV. 03 CONCRETE

03 10 00 Formwork: Shall conform to ACI 347 and ACI 318 Chapter 6, and the following:

a. Forming Materials:
   1. Panel Forms: Minimum 5/8-inch thick exterior grade plywood with sealed edges, PS 1 grade Plyform Class I and II B-B Exterior or HDO Exterior.

2. Board Forms: Shiplap or tongue and groove lined with PS 1 grade Plyform Class I and II Exterior 2-inch or HDO Exterior 2-inch or 3/16-inch thick fiberboard conforming to FS LLL-B-810a(1), type I.
3. Use Plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better, with each piece bearing legible inspection trademark.
4. Other Acceptable Sheet Materials: 14 gauge sheet steel or fibrous glass reinforced resin.
5. Designated "Architectural Concrete" Surfaces: Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form", Class 1.
6. Chamfer Strips: Burke Concrete Accessories PVC type CSF wood, metal, PVC or rubber fabricated to produce smooth form lines and tight edge joints, 3/4" size, maximum possible lengths, all exposed corners, or equivalent.

b. Wood Framing: WCLIB standard grade or better Douglas Fir.
c. Form Ties and Spreaders: Metal type acting as spreaders.
d. Verify that Expansion Joint Filler:
1. Fiber Type: Pre-molded asphalt-impregnated fiber, ASTM D1751.
2. Cork Type: Preformed cork. ASTM D1752.
e. Verify that Excavations are sufficient to permit placement, inspection and removal of forms.
f. Verify that Excavations for earth forms have been neatly and accurately cut.
g. Verify that Conditions are otherwise proper for formwork construction.
h. Design, erect, support, brace and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position. Maintain formwork construction tolerances complying with ACI 347.

03 20 00 Concrete Reinforcement: Provide reinforcement for all concrete and concrete masonry walls as follows:

a. Bars: New billet steel, ASTM A615 Grade 60. For welded bars or as required by ACI 318 Chapter 21, bars to be ASTM A706.
b. Tie Wires and Spirals: ASTM A82.
c. Welded Wire Fabric: ASTM A185.
d. Welding Electrodes: Mild steel covered arc-welding types conforming to AWS A5.1.
e. Bar Supports: As required for assembling and supporting reinforcement in place. Typical: CRSI Class B pre-galvanized.
f. Place bars as noted.
g. All reinforcement shall be continuous. See drawings for lap splice schedule. Stagger splices where possible. Contact lap splices shall be securely wired together to maintain alignment.
h. Ensure placement will permit concrete protection in conformance with CRSI or to extent shown.
i. Support and fasten bars securely with spacers, chairs or ties to permit their being walked upon without displacement or movement both before and during

placement of concrete. Wire-tie bar intersections.

03 20 00 Cast-In-Place Concrete: Provide cast-in-place concrete as follows:

a. Ready-mixed concrete ASTM C94.
b. Cements: ASTM C150, Type II, Type II/V, or Type V as required by geotechnical report and ACI 318.
c. Fly Ash: ASTM C618, Type F.
d. Aggregates:
   1. Coarse: ASTM C33, normal weight concrete typical unless otherwise noted.
   2. Fines: ASTM C33.
   3. Lightweight Concrete: ASTM C330 (115 PCF) for concrete fill over metal deck.
e. Water: Clean and in conformance with ASTM C94.
f. Water-Reducing Admixture: ASTM C494
g. Air Entraining Admixture: ASTM C260.
h. Curing Materials:
   1. Waterproof Paper: ASTM C171.
   2. Sheet Plastic: Polyethylene, four mils thick.
   3. Curing Compound: ASTM C309.
i. Grout: High Strength cementitious non-shrink grout.
j. Epoxy Adhesive: Two component material suitable for anchoring rebar into dry or damp concrete.
k. Concrete shall be ready-mixed in accordance with ASTM C94.
l. Comply with ACI 305, Hot Weather concreting when mean daily temperature rises above 75 degrees F.
m. Use vibrators to thoroughly consolidate all concrete.
n. Floor flatness (FF) and floor levelness (FL) requirements for slabs on grade and shored slabs. F-number system shall be in accordance with ASTM E1155.
   1. Overall values of FF= 20 and FL =15 and minimum local value of FF = 14 and FL = 10 for slabs to receive toppings or membrane- or elastic-waterproofing and also pedestrian sidewalks, ramps, exterior platforms, steps and loading docks.
   2. Overall values of FF= 25 and FL =20 and minimum local value of FF = 17 and FL = 14 for slabs exposed to view or to receive carpet or resilient flooring or tile on thick-set mortar, paint or other thin-film finish coatings.
   3. Overall values of FF= 30 and FL =20 and minimum local value of FF = 20 and FL = 14 for slabs to receive thin set ceramic tile or thin set epoxy terrazzo.
o. Floor flatness and levelness requirements for elevated un-shored decks. F-number system shall be in accordance with ASTM E1155.
   1. Overall value of FF = 25.
   2. Low points in floor between peaks shall not exceed 3/16” below a 10’-0” long straight edge.
   3. Top of concrete elevation shall not vary by more than ¾” from average elevation.
p. Provide construction joints where designated or approved by the Architect.
q. Saw cut slab-on-grade control joints.
r. Patch and replace all defective concrete.

DIV. 04 MASONRY

04 22 00 Concrete Unit Masonry: Provide Concrete Unit Masonry as follows:

a. Hollow Load-Bearing Concrete Masonry Units (CMU): As manufactured by Orco, Angelus, or product substituted per Division 01, conforming to ASTM C90.
b. Portland cement: ASTM C150, Type II.
c. Aggregates:
   1. For Mortar: ASTM C144.
   2. For Grout: ASTM C40 Hydrated Lime; ASTM C207, Type S.
d. Quick Lime: ASTM C5.
e. Water: Clean and in conformance with ASTM C94.
f. Control Joints: Preformed rubber in profiles such as Sonneborn-Contech's "Masonry Control Joints"; Dur-O-Wal National Inc.'s "Rapid Control Joint"; or product substituted per Division 01.
g. Mortar Coloring: Mineral oxide type.
h. Additives and Admixtures: Grout Aid by Sika Corporation or product substituted per Division 01.
i. Provide burnished and precision CMU at dog kennels
j. See Div.09 for anti-graffiti coating requirements.
k. Lay masonry units plumb, true to line, with level courses accurately placed and adjust unit to final position while mortar is soft and plastic.
l. When daily temperature is below 40 degrees F., ensure reinforcing, masonry units, etc., contacting mortar, and grout are free of frost. Comply with CBC section 2104.3 and ACI 530.1 article 1.8C for cold weather requirements.
m. When ambient air temperature exceeds 100 degrees F or 90 degrees F with a wind velocity greater than 8 mph, comply with CBC section 2104.4 and ACI 530.1 article 1.8D for hot weather requirements.
n. Provide running bond with 3/8-inch joints both vertically and horizontally unless noted otherwise.
o. Grout all cells of concrete block unless noted otherwise. Ensure grout flows into voids and completely surrounds reinforcing steel. Do not wet down grout spaces prior to grouting.

DIV. 05 METALS

05 12 00 Structural Steel: Provide steel as follows:

a. Steel Shapes: ASTM A992
b. Angles, rods, bars plates and channels: ASTM A36, except where noted as ASTM A572, Grade 50.
c. Hollow structural sections, square and rectangular: ASTM A500, Grade B, Grade 46.
d. Hollow structural sections, circular: ASTM A500, Grade B, Grade 42.
e. Steel Pipe: ASTM A53, Grade B.
f. Standard Threaded Fasteners:
   1. Machine Bolts and Nuts: ASTM A307, Grade A.
   2. Plain Washers: ANSI B18.22.1.

3. Beveled Washers: ANSI B18.23.1.

g. High Strength Bolts: ASTM A325.
h. Shear Connectors: Size as shown, conform to requirements of ASTM A108.
i. Anchor Rods: ASTM F1554, Grade 36 and Grade 55.
j. Welding Electrodes: E70XX
k. Erect structural steel in accordance with AISC Manual of Steel Construction and AWS D1.1 Structural Steel Welding Code, Section 8, Statically Loaded Structures.
l. Structural steel denoted "AESS" shall be fabricated and erected in accordance with Chapter 10, "Architecturally Exposed Structural Steel," of the AISC Code of Standard Practice for Steel Buildings.
m. Exposed structural steel shall be hot-dipped galvanized after fabrication. Minimize all cutting, grinding, welding, or drilling after galvanizing. Hollow structural sections shall be galvanized on the inside and outside surface.

05 31 00 Steel Decking: Provide steel decking and accessories as follows:

a. Steel Decking: by Verco Manufacturing Co., or approved equivalent.
b. Sheet Steel: ASTM A653, SS Grade 33, galvanized G60 minimum.
c. Provide vented decking at areas to receive concrete fill where floor finishes are sensitive to moisture.
d. Touch-up Paint: For Abraded Galvanizing: Zinc oxide or zinc dust primer for galvanized metal.
e. Welding Electrodes: In accordance with AWS.
f. Provide vent tabs at decks with concrete fill.
g. Provide vent tabs at decks with concrete fill.
h. Install decking in accordance with Contract Drawings.
i. Provide flashings, closure strips, closure plates, reinforcing and fastenings as required.
j. Perform shaping, cutting, drilling and fitting in manner equal to workmanship of shop fabrication.
k. Reinforce openings in decking as shown on drawings and wherever else structurally required.
l. Prepare surfaces as necessary for proper application of concrete fill.

05 40 00 Cold-Formed Metal Framing: Provide light gauge steel stud and joist framing to the following: Load-bearing steel stud framing at exterior walls, Non-load bearing steel stud framing at exterior walls, Interior stud wall and ceiling framing with studs, and Framing accessories.

a. Acceptable Manufacturers: Any member of Steel Stud Manufacturer's Association (ICC ER-3064P).
b. Sheet Steel: ASTM A1003 or A653.
c. Studs and tracks:
   1. See drawings for size and gauge.
   2. Galvanization per ASTM A653 with G60 minimum.
d. Vertical Deflection Clips (non-load-bearing framing): Manufacturer's standard bypass and head clips as required, capable of isolating wall stud from upward and downward vertical displacement of primary structure using mechanical fasteners.
e. Drift Clips® (non-load-bearing framing): Manufacturer's standard bypass and

head of wall clips (as required), capable of isolating wall stud from upward and downward vertical displacement and lateral drift of primary structure using mechanical fasteners.

f. Sliptrack: as indicated on approved drawings. Acceptable Manufacturers: Sliptrack Systems (ICC ESR-2049) or engineer approved equal.
g. Partition Stiffeners or Bridging: Unpunched channel shape, formed of 16-gauge steel to required dimensions.
h. Welding Electrodes: AWS low hydrogen, rod number and diameter as approved by the Owner's Testing Agency.
i. Touch-up Primer for Galvanized Surfaces: SSPC Paint 20 zinc rich.
j. Metal Screws:
    1. Sheet Metal Screw (SMS): No. 8 and larger as noted on Drawings.
    2. Heavy Gauge Screws: Size as noted on Drawings. Use "TEKS" screws by ITW Buildex (ICC ESR-1976) or equal product substituted per Division 01.
    3. Hex Head Screws: Size as noted on Drawings. Use "Kwik-Flex" screws by Hilti or equal product substituted per Division 01.
k. Complete, uniform, and level bearing support shall be provided for the bottom track at each bearing-stud location.
l. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.
m. Framed wall openings shall include a header and multiple studs at each edge of opening as indicated on Drawings.

DIV. 06 WOOD AND PLASTICS

06 40 00 Architectural Casework: all cabinets, casework, counter tops, shelving and like items shall conform to Woodwork Institute (WI) *Manual of Millwork* most recent edition. Fabricate, assemble, finish, and apply hardware, to maximum extent possible, before shipment to project site.

1. Casework:
    a. Veterinary Care Areas: Plastic Laminated "Custom" Grade.
    b. Staff Areas: Plastic Laminated "Custom" Grade
    c. Public Areas: Wood or Plastic Laminated "Custom" Grade
        1. Conform to minimum chemical resistance requirements
        2. Toe kick material shall comply with Base Cabinet Submission Test.
        3. Base and Sleepers shall be constructed of solid lumber, exterior plywood, or exterior particleboard.
2. Countertops:
    a. Veterinary Care Areas: " Custom" Grade Laminated Plastic.
        1. Conform to chemical resistance as required by SEFA (Scientific Equipment and Furniture Association.
    b. Staff Areas: "Custom" Grade Laminated Plastic.
    c. Public Areas: "Premium" Grade Solid Surface, Engineered Stone, or Natural Stone.

DIV. 07 THERMAL AND MOISTURE PROTECTION

07 10 00 Moisture and Weather Resistance: systems and materials shall prevent water penetration into the interior of buildings, including the internal cavities of exterior shell assemblies, under conditions of rain driven by up to 50 mph winds,

and minimize deterioration due to precipitation, sunlight, ozone, normal temperature changes, salt air and atmospheric pollutants.

d. Surfaces exposed to view: deterioration adversely affecting aesthetic life span includes color fading, crazing and delaminating of applied coatings.
e. Joint components and penetration seals: capable of resisting expected thermal expansion and contraction; use overlapping joints that shed water wherever possible.
4. Freeze-thaw resistance: adequate for climate of project.
5. Corrosion resistance: in locations exposed to the outdoor air or in potential contact with moisture inside shell assemblies, provide only corrosion-resistant metals.
6. Exterior Walls: Complete air barrier system that allows moisture vapor transmission while preventing air infiltration
7. Water penetration: design and construct openings and components of openings to positively drain water to exterior of the building.
8. Maximum water leakage: 0.01 oz/sf under most extreme conditions.

07 50 00 Roofing: the roofing shall be designed and constructed to provide complete protection of all the interior spaces of the building from wind, moisture and any other environmental conditions.

a. Achieve the standards outlined in the energy performance portion of this RFP.
b. Ponding: provide roofing so that no ponding shall occur, even if the roofing material shall withstand ponding.
c. New roofs shall be designed to meet all codes and ordinances in effect at time of permitting including support for HVAC equipment, insulation values, skylights and vents, guardrails at roof edges where required, fall protection where required, etc. These items shall be included in the A-E's plans and/or specifications for the project.
d. Flat roofs shall be sloped ¼" per 1'-0" min. to drains.
e. Roofing for low-slope roofs shall be long-life, Class A, Energy Star compliant, single-ply, TPO membrane over an appropriate protection board over rigid insulation whenever possible. The system shall be selected to be compatible with the substrate material.
f. Roofing for steep-slope roofs shall be evaluated for the specific project, substrate material and aesthetic requirements of the project.
g. Roofs shall provide for primary and secondary (overflow) drains.
h. Provide for walk pads to and around roof access locations, mechanical and electrical equipment including isolated equipment on the roof.
i. Roofing specifications shall require that the roofing installation shall be inspected and certified by the roofing manufacturer.
j. The roofing system shall provide a minimum 20 year full system labor and material warranty to cover the replacement of roofing materials, insulation, protection board (where occurs) and repair leaks due to defective materials or workmanship for the term of the warranty. Warranty shall state that the roof system is warranted for winds up to 85 mph. Warranty shall not have exclusion for ponding water. Warranty shall not include a provision for decreasing the value over the term of the warranty. 20 year warranty per the manufacture

k. Roofing applicator shall guarantee the installation of roofing and flashing to be watertight for a period of 2-years from the date of substantial completion of the roof installation project.
l. Roofing applicator shall be currently approved and certified by the roofing manufacturer and have at least 5 years' experience installing the specified roofing system. Foreman on the project must also have 5 years application experience with the specified system.
m. Specifications shall stipulate that contractor is responsible for the protection and safety of his roofing crews, existing improvements and the public during roofing activities. Contractor shall provide all barriers, shoring, overhead protection, safety equipment and training necessary during the construction project. Contractor shall submit safety plan to the project manager.

DIV. 08 OPENINGS

08 10 00 Doors (General): doors in exterior wall and interior partitions shall function so that the enclosing element (exterior wall or interior partition) performs per code and as required by this RFP. Exterior Doors to be fitted with keyed locks in accordance with applicable exit codes. Designated exterior doors shall be controlled by the County of Orange's existing card access system. The specifications for the County of Orange's card access system will be provided by A&E Project Management or the equivalent organization in the other County of Orange's Department/Agency. All exterior/perimeter doors/gates which are accessible by the public shall be fitted with delayed egress panic hardware with the exception of the main entrance doors. Primary exterior entries shall be covered to prevent water intrusion by using nonabsorbent floor and wall finishes within at least 2 feet around and perpendicular to such openings plus at least one of the following: 1. An installed awning at least 4 feet in depth. 2. The door is protected by a roof overhang at least 4 feet in depth. 3. The door is recessed at least 4 feet. 4. Other methods which provide equivalent protection.

08 71 00 Door Hardware: Hardware: provide commercial quality building hardware and related accessories for a fully operational facility. Include training of the County's personnel on the proper operation of installed hardware.

a. Electronically controlled or other powered doors shall be capable of release by a manual-locking device located at a height on the door easily operable by staff.
b. Keys and Cylinders: In order to maintain the existing County of Orange Master keying system, lockets and latches shall be as manufactured by P&F Corbin or Russwin. Lockets and latch sets shall be unit type, heavy-duty, of satin chrome-plated bronze.
c. Card Access System: All new construction shall have the County of Orange's standard card access system installed on specific entry doors. Per the program criteria. All card readers and system components shall have battery back-up capable of maintaining operation, under load, for a minimum of Four (4) hours.
d. Out-swinging doors with locks shall have hinges with non-removable pins and safety studs.
n. Fire and Panic Exit Devices: UL Listed and labeled for fire protection.

o. No penetration when tested at a minimum static-air-pressure difference of 20 percent of positive wind-load design pressure, but not less than 6.24 lbs/sf.
p. Security Locksets to be ANSI Grade 1 mortise locks
q. Typical lockset trim shall be ADA compliant lever style.
r. Door hardware exposed to the weather, and door hardware in wet areas or subject to hose spray shall be stainless steel.
s. Lever trims on exterior side of exterior doors shall feature "breakaway" function for vandal resistance.
t. Door opening force and closing speed shall comply with ADA requirements.

08 11 13 Provide Hollow Metal Doors and Frames in accordance with ANSI/SDI A250.8 grades and models as follows:

a. Kennels: Level 4 maximum duty, model 2 seamless.
b. General: Level 3extra heavy duty, model 2 seamless.
c. All hollow metal doors and frames shall have factory applied finish paint.
d. All exterior hollow metal doors and frames, interior doors and frames subject to hose spray shall be hot dipped galvanized prior to painting.
e. Factory-prepare and reinforce for hardware.
f. Frames: welded corner type.

08 14 16 Wood Doors and Hollow Metal Frames: equal to:

a. Wood-veneered, flush wood doors: comply with WI "Custom Grade" for all interior doors. Particleboard solid-core for non-fired rated doors is acceptable.
b. Fire-rated wood doors: California State Fire Marshal, 12-7-43, UL listed and labeled. Mineral core.
c. Transparent finish doors (Public Areas): WI "Premium Grade".
d. Opaque finish doors (Staff Areas): shop prime faces and edges of doors, including cutouts, with one coat of wood primer.
e. Metal frames: same as hollow metal requirements, except corners may be mechanically mitered.

08 33 23 Overhead Coiling Door: Overhead Door Corporation "650 Series" or equal, manual operation, lockable, factory-finished aluminum with integral frame and sill. Overhead doors in exterior walls shall be fully weather sealed. Overhead doors in exterior walls of conditioned spaces shall have insulated slats. Manufacturer's highest R-value rated assembly shall be used.

08 41 13 Glazed Entrances and Storefronts: equal to:

a. Extruded aluminum, medium stile, factory engineered, fabricated, and finished, fixed framing supporting glazing and doors; complete with glazing, glazing seals, doors, flashing, and anchors. Exterior swing doors to have continuous hinges.
b. Framing members: tubular, with internal drainage gutters and weeps at exterior openings.
c. Glazing method: glazing caps with gaskets; allow for re-glazing individual panes from exterior without disturbing adjacent panes.
d. Anodized, Class I finish.

08 51 00 Windows (General): windows in exterior walls and fixed glazing in interior partitions shall function so that the enclosing element (exterior wall or interior partition) performs per code and as required by this RFP.

a. Non-rated window assemblies: Aluminum Frame
b. Fire rated Window Assemblies: Steel Frame
c. Safety Glazing: Tempered or laminated as required.
d. Fire-rated doors and openings: Fire rated glazing as required.
e. Minimum dual-pane insulated glazing for all exterior or windows and doors.
f. Low-E glazing for all exterior windows and doors.
g. Select glazing to maximize visible light transmittance and minimize solar heat gain.

DIV. 09 FINISHES

09 00 00 General: Adhesives, sealants and caulks used on the project shall meet the requirements of CALGREEN Section 5.504.4.1. Paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Coatings Suggested Control Measure, as shown in CALGREEN Table 5.504.4.3. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the building shall meet the requirements for formaldehyde as specified in ARB's Air Toxic Control Measure (ATCM) for Composite Wood (17 CCR 93120 et seq.)

09 10 00 Walls: provide physical separation between spaces, constructed to achieve fire rating required by code, appropriate security between adjacent spaces, and visual, acoustic, and atmospheric isolation as necessary to maintain desirable conditions in each space. Construct partitions with exposed surfaces textured and finished appropriate to spaces served. In designated staff areas, where there will be a high use of carts, wall corners shall be fitted with 3"x 3" x 48" brushed (or buffed) stainless steel corner guards with tapered edges. All restroom walls shall be ceramic tile over lath, plaster, and mortar bed. All restroom floors shall be ceramic tile over mortar bed.

a. Approved Materials: cast-in-place concrete, concrete masonry unit, gypsum plaster on metal lath over metal framing and furring, gypsum board on metal framing.
b. Glazed Wall Tile Finishes: moisture absorption 3.0 to 7.0 percent. Matte or Bright glaze, colors to be selected from manufacturers standard range. Matching bull-nose, cove or corner base, and counter trim shapes to match field, with full mortar setting bed.
c. Vinyl Wall Covering: mildew-resistant products with colors, textures, and patterns selected from manufacturer's full range. Where taped joints are used on gypsum wallboard, cover with light texture surface (orange peel) except in equipment and storage rooms.
d. Heavy Duty, Polyolefin Synthetic Textile Wall Covering: mildew-resistant wall coverings with color, texture, and patterns selected from manufacturer's full range.

e. Wall Base: 4" rubber, 1/8" thick with molded outside corners and tapered end stops where exposed.
   Painted Surfaces:
   1. Concrete Masonry: semi-gloss 3-coat Alkyd Enamel Finish of one coat high performance latex block filler, one coat latex enamel under-coat, and one coat semi-gloss alkyd interior enamel.
   2. Gypsum Wallboard: Eggshell 3-coat Acrylic Enamel Finish of one coat latex interior primer and two coats low luster or eggshell latex interior enamel. In wet areas provide semi-gloss.
   3. Painted Woodwork: semi-gloss 3-coat Acrylic Enamel Finish of one coat latex interior wood primer and two coats semi-gloss latex interior enamel.
   4. Ferrous Metal (Interior): semi-gloss 3-coat Alkyd Enamel Finish of one coat rust-inhibitive alkyd or epoxy metal primer, one coat alkyd interior enamel under-coat, and one coat semi-gloss alkyd interior enamel or clear coat epoxy finish per manufacturer's recommendations.
   5. Zinc-Coated Metal: semi-gloss 3-coat Alkyd Enamel Finish of one coat galvanized metal primer, one coat alkyd interior enamel under-coat, and one coat semi-gloss alkyd interior enamel.
   6. Stained Woodwork: semi-gloss 4-coat Waterborne Varnish Finish of paste wood filler, plus one coat waterborne interior wood stain, one coat clear sanding sealer, and two coats polyurethane semi-gloss or satin varnish.

09 29 00 Gypsum Board: the following construction methods are required

a. Joint Treatment: Panels shall be separated by ¼-inch or more, the void shall be filled with compound at least twenty-four (24) hours prior to taping. At butt joints, the treatment is the same as for tapered joints except the finish coat must be feathered to an approximate eighteen-inch (18″) width. All materials are to be applied in accordance with the manufacturer's printed instructions. For drying-type compounds, a minimum of twenty-four (24) hours shall elapse between taping operations. For chemical hardening compounds, a minimum of four (4) hours shall elapse between operations. Care shall be exercised to prevent the build-up of high crowns at joints.
b. Joint treatment shall be a three-step operation.
   1. The first shall be the taping operation where joint tape is applied. Fastener dimples shall also be filled at this time. This application shall be made with a minimum of a five-inch (5″) knife.
   2. The second operation shall be the filling operation when a second coat is feathered about two inches (2″) beyond the edges of the first coat. Fastener heads are spotted with a second coat at this time.
   3. The third operation is the finish coat. After lightly sanding the second coat, the thin finish coat is feathered to provide a joint width at least eleven inches (11″) at tapered joints.
c. Texturing: No texturing shall begin until joints are thoroughly dry. All surfaces shall be dry, clean, and sound. All scuffs and scratches shall be filled. Hamilton Standard Spray Texture or an approved equal shall be applied to all surfaces in accordance with the manufacturer's printed instructions. Care shall be used to prevent over-thinning or over-extending which will reduce hide or adhesion or will permit joint show-through. Proper air pressure and gun

distance shall be used to prevent excessive bounce or unsatisfactory texture pattern. Texture shall be applied to provide a "medium texture" equal to a light orange peel. A sample will be required and must be approved by A&E Project Management or the equivalent organization in the other County of Orange's Departments and Agencies prior to applying the texture. Sealer, undercoat, and finish coat shall be applied as specified in the painting section of the specifications.

09 51 00 Ceilings: provide physical separation between spaces and structure, constructed to achieve fire ratings required by code, visual, acoustic, and atmospheric isolation as necessary to maintain desirable conditions in each space. Construct ceilings with exposed surfaces textured and finished appropriate to space served.

a. Approved Materials: gypsum board, acoustical tile on gypsum board, suspended acoustical panels, or wood.
b. Painted Surfaces: same as required for partitions.
c. Acoustical Wall and Ceiling Treatment (Dog Kennel Areas): shall be provided in the dog kennels to reduce noise levels and reverberation time for animal and human comfort. The materials shall be suitable for use in a wet environment.
d. Suspended Acoustical Panels: painted mineral fiber, selected from Manufacturer's full range. Minimum 5/8" thickness, 1.0 lb/sf density, 0.84 light reflectance, and 0.65 Noise Reduction Coefficient (NRC). Suspension system: exposed, painted galvanized steel, intermediate duty, selected from manufacturer's full range.
e. Suspended Acoustical System (Medical and Animal Handling Areas other than Kennel Areas). Use "Prelude XL 15/16"" by "Armstrong" for suspended structural grid or equivalent system. Execution and installation is to be based on manufacturer's specifications. Use "Ultima Health Zone" by "Armstrong" for suspended acoustical ceiling tile or equivalent system. Execution and installation is to be based on manufacturer's specifications. Ceiling tile to be water resistant, washable and scrub-able, and soil/mold/mildew/bacteria-resistant.

09 60 00 Floors: finish as appropriate to use, function, durability, and aesthetic of each particular space. Provide finishes with inherent slip resistance under wet conditions. Inherent slip resistance within the flooring should not be rough enough to irritate and cause damage to the animal's foot pads. At building entries, provide means for reducing or minimizing moisture and debris on shoe soles.

a. Epoxy-Quartz Flooring: Use "Armor-Rez CQ100" by "Arizona Polymer Flooring", Dur-a-flex, or equivalent system. Execution and installation is to be based on manufacturer's specifications. Polyurethane 501 shall be used as the finish coat.
b. Methyl Methacrylate
c. Polished Densified Concrete or equivalent high durability and low maintenance system.
d. Polished and Sealed Concrete
e. Carpet: commercial grade carpet intended for use in commercial public spaces, with construction, fire ratings, static control and appearance

appropriate for this use. Carpet and carpet tile shall be warranted for five years after the date of completion. Provide soil resistant treatment. Carpet Construction to be Tufted / Textured Level Loop / Level Loop. Face Yarn to be Continuous filament nylon (Antron Legacy, Nylon 6,6 or equal) with static control. The Yarn Wt./Sq.Yd. to be 14oz. with special TARR and up. The Gauge to be 1/12" to 1/13". Stiches per Inch to be & and up. TARR (Texture Appearance Retention Rating) to be Severe to Specialty Rating. Width to be 12' minimum or Capet Tile. Dye Method to be solution-dyed. Primary Backing to be Polypropylene, option cushion back carpet tile. Secondary Backing to be MicroBond B-1 (Polyurethane Laminate with Woven Scrim) or equal. Carpet Glue to be specified for the lowest "VO" (volatile organic) odor as possible, and as recommended by the carpet manufacturer. All carpet installed in the building interior shall meet the requirements of CALGREEN Section 5.504.4.4.

f. Resilient Flooring: commercial grade resilient flooring intended for use in commercial spaces, with construction, fire ratings, static control and appearance appropriate for this use. For 80 percent of floor area receiving resilient flooring, installed resilient flooring shall meet the requirements of CALGREEN Section 5.504.4.6.

09 96 10 Anti-graffiti Coatings: Provide for all exposed vertical wall surfaces, including site walls, to 10' above adjacent grade.

DIV. 10 SPECIALTIES

10 00 00 General: provide specialty items and related materials as required for each function and space.

10 11 00 Visual Display Units: Visual display boards and tack boards are required in the food preparation areas to show the dietary requirements of each animal.

a. Visual Display Boards: standard products for marking with dry-erase markers and erasure with full-width chalk tray.
b. Tack Boards: standard polyolefin tack-board fabric over wood fiberboard.

10 14 00 Identification Devices:

a. Code required signage will be installed. The remaining signage will be of the FF & E allowance.
b. Panel Signs: frameless, raised tactile and Braille plastic panel signs meeting ADA requirements.
c. Door signs: space or room names and numbers, mounted on wall adjacent to door.
d. Toilet room signs: international graphic symbols for accessibility and gender.
e. Directional signs: space name, numbers and directional arrows.
f. Building Plaque: The width and height of the bronze plaque shall be approximately 18 ¾″ x 12¾″. All graphic elements and a ¼-inch border shall be polished and raised 1/8″ above "pebble"-finish background. The Chairman of the Board of Supervisors shall be listed first, with the remaining names listed in numerical order of supervisorial district. Listing shall be in

accordance with the Board members in office at the time of award of the construction contract. A&E Project Management or the equivalent organizations in the other County of Orange's Departments and Agencies will provide a list of the Board of Supervisors to include in production of the sign. The plaque shall indicate the year in which the construction contract was awarded. Verify the project name and all names on the bronze plaque with representatives from A&E Project Management or the equivalent organization in the other County of Orange Departments or Agencies prior to preparing shop drawings for the plaque. Mount the bronze plaque to building surfaces with four (4) blind studs. *Helvetica Medium*-style shall be utilized for: The project name (3/4-inch capitals; two lines permissible), the date (3/4-inch numerals centered under 4-inch diameter seal), "Board of Supervisors" and the individual names of the Board (3/8-inch capitals and lower case).

10 21 10 Toilet Accessories: complete complement of equipment normal to facilities of this type.

a. Cabinet-Type Accessories: stainless steel with satin finish, formed sheet metal construction, with seamed edges and continuous hinged doors.
b. Dispensers: Pin-or tumbler cam locks keyed to building locking system or access concealed under counter.
c. Mirrors: Fully tempered float glass, silvered with protective back coating, with satin finished L-shaped frame. Utilize the latest anti-graffiti technology.
d. Grab Bars: 1-1/4 inch diameter formed stainless steel tube or pipe, with plain surface, satin finish; mounting flanges welded to tube with fasteners concealed by escutcheons. Design, anchorage, and support shall withstand 250 pounds of force applied at any point on the grab bar and supports shall be of sufficient rigidity to prevent rotation of bars under load.
e. Ceiling-hung plastic resin toilet enclosures.

10 22 19 Demountable Partitions: Reusable, site-assembled or unitized-panel demountable partition systems, including solid panels, door panels and doors, glazed panels, and all-glass systems.

10 71 13 Sun Control: The design shall include exterior fixed sun control systems as required for comfort of the building inhabitants and animals to maximize glare-free interior daylighting and minimize unwanted solar heat gain. Fabricate for permanent installation and minimum maintenance.

10 90 00 Exterior Gate: "Shor-Line" Kennel Gate, 36"w x 78"h, Grill, Left Hand Latch, without Bottom Bar. Item #: 909.3678.12, or equivalent.

a. Gate: Frame shall be constructed of 1-1/4" square tube, 18 gauge wall, type 304 stainless steel, with 320 grit finish for good appearance and ease of cleaning. 1- ¼" square tube horizontal center support for added strength. Frame is drilled to accept grill rods which are inserted into frame for added strength. Grill is constructed of ¼" diameter stainless steel rods. Spot-welded at all intersections and tack welded to frame. Grill vertical rods are on 1-1/2" centers and horizontal rods are on 6" centers.

b. Latch: is stainless steel, self-locking, with dual latch points. Latch secures door automatically when door is pushed against latch from outside kennel. Nylon bushings on latch for quite secure operation requiring no lubrication. Latch bar is made of 11 gauge stainless steel. A hole is present at bottom of latch bar to allow for additional locking device, such as a padlock.
c. Trim: Provide stainless steel hardware including screws and nuts for hardware attachment to gates or panels to finish standard installations.

10 90 10 Interior Gate: "Shor-Line" Glass Run Gate, or equivalent. For staff control of guillotine door from outside the animal enclosure, use a counter weight track system integrated within the gate system. The interior gate system shall be used in conjunction with (10 90 20 "Side Panel).

a. Select the Item number and dimensions of the gate based on the kennel dimensions and size of animal being housed.
   1. Item #909.3072.02 (30"w x 72"h)
   2. Item #909.3672.02 (36"w x 72"h)
   3. Item #909.4872.02 (48"w x 72"h)
   4. Item #909.3078.02 (30"w x 78"h)
   5. Item #909.3678.02 (36"w x 78"h)
   6. Item #909.4878.02 (48"w x 78"h)
b. If animal is listed as QT (Quarantine), NRA (Not Recommended for Adoption), or APC (Adoption Partner Candidate), provide "Lazy Susan Feeding Attachment.
c. Gate: Frame is constructed of 1-1/4" square tube, 18 gauge wall, type 304 stainless steel, with 180 grit finish for good appearance and ease of cleaning. 1-1/4" square tube horizontal center support for added strength. ¼" thick tempered glass. Glass is held in place with full perimeter aluminum extrusion. Glass is further held in place with full perimeter EPDM channel to seal and protect the glass from shock when opening and closing the door.
d. Latch: is same as kennel latch modified for use with glass gate to allow operation from inside. Latch is stainless steel, self-locking, with dual latch points. Latch secures door automatically when door is pushed against latch from outside the kennel. Nylon bushings on latch for quiet secure operation requiring no lubrication. Latch bar is made of 11 gauge stainless steel. A hole is present at bottom of latch bar to allow for additional locking device, such as a padlock.
e. Trim: Supplied with stainless steel hardware including screws and nuts for hardware attachment to gates or panels to finish standard installations. All wall fastening screws are supplied by customer/installer.

10 90 20 Side Panel: "Shor-Line" Tempered Glass Side Panel, or equivalent.

a. Frame is constructed of 1-1/4" square tube, 18 gauge wall, type 304 stainless steel, with 180 grit finish for good appearance and ease of cleaning. Isolation panels (48"high or full isolation) are constructed with 2 sheets of 20 gauge type 304 stainless steel. Sound deadened panels reduce noise levels to a minimum and offer added panel strength. ¼" thick tempered glass. Glass is held in place with full perimeter aluminum extrusion. Glass is further held in

place with full perimeter EPDM channel to seal and protect the glass from shock when opening and closing the door.

10 91 00 "Shor-Line" Standard Guillotine Door (Back Transfer Door) or equivalent.

a. Door: 1/8" thick aluminum with plastic edge applied for smooth operation.
b. Door Track: "h" shape extruded aluminum. Predrilled holes for installation. Designed for attachment to building wall.
c. Operating System: Available with hook handle or stainless steel counterweighted operation.
d. Cable & Pulleys: Nylon pulleys, Stainless steel pulley brackets. .093" diameter stainless steel cable. Compression sleeves for cable attachment included for each door.

10 92 00 "Shor-Line" Stainless Steel Cat Suite, 48"W x 28"D x 30"H, or equivalent.

a. Shell: Kennel is made of 22 gauge type 304 stainless steel with a satin finish. 3 piece seam welded construction. Kennels to have a urine-retaining lip to prevent spillage out the front of the kennel. Back panel includes ventilation holes.
b. Frame: All frames are made of 1" square x 18 gauge wall 400 series stainless steel tube. Nylon inserts are used in the frame for hardware attachment. No nuts with plating that is burned off when welded. A stainless steel floor brace channel is present on all kennels. At least 2 are present on 36" wide and larger kennels.
c. Door, Living Area: Doors are constructed entirely of type 304 stainless steel. Electro-polished to satin finish, with no sharp areas on door welds or rods ends. Doors are easily removed. Hinge system allows doors to be removed without the use of tools. Latch and frame bars are 3/8" diameter, additional horizontal bars are ¼" diameter, vertical rods are 3/16" diameter spaced on 1-3/16" centers. Door has bottom loops to prevent paper from falling out. Door fits securely inside kennel with no gaps between kennel shell and door frame greater than ¼" on sides.
d. Door, Litter Area: Doors are constructed of ¼" thick acrylic with ventilation holes. Latch and frame bars are 3/8" diameter. Electro-polished to a satin finish, with no sharp areas on door welds or rod ends. Doors are easily removed. Hinge system allows doors to be removed without the use of tools.
e. Latch: Latch bar is made of HDPE to ensure quiet operation. Latch retainers are stainless steel, self-locking, with dual latch points. Latch secures door automatically when door is pushed against latch from outside the kennel. Nylon bushings on latch for added sound isolation and smooth operation requiring no lubrication. A hole is present at bottom of latch bar to allow for additional locking device, such as a padlock.
f. Divider Assembly: Divider assembly with upper and lower port holes is made of HDPE. All divider retaining channels are made of HPDE. Port hole slide closure is made of 1/8" thick HDPE. Divider assembly is removable for ease of cleaning.
g. Shelves: 2 shelves included in each kennel. One in each the living area and the litter area. All shelves are made of HDPE.
h. Trim: All trim hardware and screws are stainless steel.

i. Sound Deadening: All kennels include sound deadening patches on 4 sides to reduce unwanted noise from vibration.

DIV. 11 EQUIPMENT

11 11 00 General: Refer to equipment list below:

GROOMING ROOM	STANDING HEIGHT GROOMING TUB, 60″H X 55.25″W X 24″D	2	EA
	S/S CAGE,3'L X 3'D X 2.5'H	2	EA
	36"W S/S CAGE COUNTERROP	20	SF
	GROOMING TABLE	2	EA
LARGE CONFERENCE ROOM N.I.C.	MOTORIZED PROJECTION SCREEN	N.I.C.	EA
	GARBAGE DISPOSAL	N.I.C.	
	MICROWAVE	N.I.C.	
	REFRIGERATOR	N.I.C.	
VOLUNTEER CENTER	LOCKERS, 18"W X 21"D X 3'H	10	EA
	CLERICAL STORAGE SHELVING	N.I.C.	
VETERINARY RECEIVING/ CLINIC	PREP TABLE, (WET) 2'W X 5'L BUILT IN	3	EA
	WALK-ON SCALE, 2'W X 4'L	N.I.C.	
	REFRIGERATOR (X2)	N.I.C.	
	SMALL DRUG SAFE (FOR DAILY USE)	N.I.C.	
	CAGES OUTSIDE DOOR	5	EA
	SMALL CAGES INSIDE	10	EA
SURGICAL SUITES	SURGICAL TABLE, 2'W X 3.5'L BUILT IN	3	EA
	SURGICAL GLASS CABINET IN S/S FRAME, 18"D X 2.75'L X 4.33'H W/ SLIDING GLASS DOOR, One FACE	2	EA
	REFRIGERATOR	N.I.C.	
	SMALL TUB (BATHING AREA)	1	EA
EXAM/ SURGICAL PREP.	EXAM TABLE, (WET) 1.75W X 3.5'L	3	EA
	PREP TABLE, (WET) 2'W X 5'L BUILT IN	3	EA
	TOWERS WITH OXYGEN & CENTRAL VACCUM SYSTEM	3	EA
	WALK-ON SCALE, 2'W X 4'L	N.I.C.	
	AUTOCLAVE EQUIPMENT	N.I.C.	
	X-RAY EQUIPMENT	N.I.C.	
	REFRIGERATOR/ FREEZER	N.I.C.	
	LARGE SAFE, BACK STOCK OF DRUGS	N.I.C.	
	CAGES	15-20	EA

OC ANIMAL CARE FACILITY
DESIGN-BUILD REQUEST FOR PROPOSAL (RFP) No. 080-C006276-HH
PROGRAM REQUIREMENTS – PERFORMANCE SPECIFICATIONS

PROGRAM	EQUIPMENT ITEM	QTY	UNIT
ANIMAL FOOD PREP/ STORAGE	ELECTRIC RANGE + HOOD EXHAUST	1	EA
Part of Dish & Toy Cleaning Room	INDUSTRIAL DISHWASHER	1	EA
	GARBAGE DISPOSAL	1	EA
	REFRIGERATOR/ FREEZER	N.I.C.	
KENNEL LAUNDRY ROOM	"IPSO" COMMERCIAL WASHER	2	EA
	"IPSO" COMMERCIAL DRYER	2	EA
Part of Dish & Toy Cleaning Room	INDUSTRIAL DISHWASHER	1	EA
VETERINARY LAUNDRY ROOM	ENERGY STAR WASHER	1	EA
	ENERGY STAR DRYER	1	EA
COMMUNITY ROOM/ TRAINING ROOM	MOTORIZED PROJECTION SCREEN	2	EA
	GARBAGE DISPOSAL	1	EA
	MICROWAVE	N.I.C.	
MORGUE	WALK-IN FREEZER	200	SF
	18" STEEL SHELF, FREEZER	8	LF
EUTHANASIA	WALL-MOUNTED FOLD-DOWN EXAM	1	EA
	INDOOR KENNEL,4'W X 7'D X 8'H	1	EA
	WALK-ON SCALE, 2'W X 4'L	N.I.C.	
	PREP TABLE, (WET) 2'W X 5'L BUILT IN	1	EA
MEDICAL GASSES	PROVIDE OXYGEN STORAGE ROOM ADJACENT TO CLINIC/SURGERY/PREP. OXYGEN LINES SHOULD DROP BY EACH WET TABLE IN THE CLINIC, SURGERY AND PREP AREAS.		
CENTRAL VACUUM / EXHAUST	PROVIDE CENTRAL SYSTEM APPROPRIATE FOR SURGICAL SUITES		
STAFF LUNCH ROOM (X2)	ELECTRIC RANGE & HOOD	1	EA
	GARBAGE DISPOSAL	1	EA
	MICROWAVE	N.I.C.	
	REFRIGERATOR/ FREEZER	N.I.C.	
DISH & TOY CLEANING	COMMERCIAL HIGH HEAT DISHWASHER	1	EA
	COMMERCIAL 3-COMPARTMENT	1	EA
	U.V. SANITIZER	1	EA
SALLY PORT	WALK-ON SCALE, 2'W X 4'L	N.I.C.	

OC ANIMAL CARE FACILITY
DESIGN-BUILD REQUEST FOR PROPOSAL (RFP) No. 080-C006276-HH
PROGRAM REQUIREMENTS – PERFORMANCE SPECIFICATIONS

PROGRAM	EQUIPMENT ITEM	QTY	UNIT
EXOTIC ANIMALS	18"W X 5'H GLASS TERRARIUM	N.I.C.	
ANIMAL CONTROL STAFF	LOCKER, APPROX.12"W X 21"D X 38"H	32	EA
	LOCKER BENCH. 12"W	20	LF
	LOCKABLE RIFLE STORAGE CAB., 3.5'L X 2'D	N.I.C.	EA
	LOCKABLE HANDGUN STORAGE CAB., 8.5'L X 2'D	N.I.C.	EA
	LOCKABLE SMALL EVIDENCE LOCKER, 3.5'L X 2'D	N.I.C.	EA
	LARGE EVIDENCE LOCKER, 24" X 24"	N.I.C.	A
	RADIO STORAGE ROOM SHELVING	25	LF
BREIFING ROOM	MOTORIZED PROJECTION SCREEN	1	EA
	STANDING PRINTER, APPROX 4' X 4'	N.I.C.	
WAREHOUSE STORAGE	"JAKEN" FLOOR-ANCHORED WAREHOUSE STORAGE RACK SYSTEM, 12'H X 3'D	N.I.C.	LF
KENNEL STAFF	LOCKER, 18"W X 21"D X 3'H	40	EA
	LOCKER BENCH. 12"W	12	LF
EMERGENCY SUPPLY	BUILT-IN STEEL SHELVING	N.I.C.	
EVIDENCE FREEZER	LARGE CHEST-FREEZER	N.I.C.	
TRAINING ROOM	CEILING MOUNTED PROJECTOR AND PROJECTOR SCREEN	N.I.C.	
NOTE: 1.	D-BE SHALL PROVIDE POWER & DATA FOR COPY/ PRINTER MACHINES AT THE FOLLOWING AREAS: DIRECTOR'S OFFICE, DIRECTOR'S ASSISTANT OFFICE,ADMINISTRATION, ANIMAL CONTROL, CLERICAL, KENNEL STAFF, VOLUNTEER CENTER, MEDICAL.		
NOTE: 2.	PROVIDE REFRIGERATOR IN EVERY OTHER KENNEL BUILDING.		
NOTE: 3.	WHERE A SINGLE MANUFACTURER IS LISTED, IT IS SOLEY FOR THE PURPOSE OF ESTABLISHING LEVEL OF QUALITY FOR BASIS OF DESIGN. EQUIVALENT PRODUCTS BY ALTERNATE MANUFACTURERS MAY BE SPECIFIED.		
N.I.C. =	NOT IN CONTRACT. D-BE TO PROVIDE UTILITY CONNECTIONS & MEANS OF ANCHORING.		

DIV. 12 FURNISHINGS

12 20 00 D-BE shall provide window coverings for all exterior windows in habitable spaces for solar control, privacy, and A/V presentation capability. In addition provide window coverings at interior windows where privacy is required. Type shall be: Roller window shades, Levolor Contract or equal commercial-grade, manual operation except for motorized at clerestories and other locations above 8'-0" AFF. Provide additional black-out shades for windows and skylights in spaces where A/V presentation mode is required. Skylight shades shall be motorized. Part of FF & E

DIV. 13 SPECIAL CONSTRUCTION - Not Used

DIV. 14 CONVEYING SYSTEMS

14 24 00 N.I.C.Elevator: Provide ADA Compliant dual jack hole less hydraulic elevator, Schindler 330A or equal. Comply with stretcher requirements of California Building Code, Fire Code, and the local fire authority. The specifications for all County of Orange facilities shall provide the following:

a. A telephone cabinet at approximately 48" from the floor for an instrument to be furnished and installed by others.
b. A flexible traveling telephone cable with a fire and moisture resistant outer covering containing a steel supporting strand. Traveling cable shall be suspended to relieve strain on the conductors.
c. Marking on all car buttons and door jambs shall be in accordance with and conform to ADA requirements.

DIV. 22 PLUMBING

22.1 Plumbing Systems shall be designed in accordance with Exhibit A-E Guide Final 4-20-15 Section 11 – Design Criteria

22.2 Sanitary sewer piping for animal housing areas shall be minimum 6" diameter. All floor drains or trench drains to have stainless steel covers. Drain covers must be designed to prevent toes from being caught in drains.

DIV. 23 MECHANICAL / HVAC

23.1 Mechanical Systems shall be designed in accordance with Exhibit A-E Guide Final 4-20-15 Section 11 – Design Criteria

23.2 Heating, Ventilating and Air Conditioning (General): Temperature and humidity recommendations vary with the species of animal being housed. It is required that each primary enclosure allows an animal to comfortably maintain normal body temperatures. Temperature and humidity levels shall be evaluated at the level of the animal's body within its enclosure. For dogs and cats, the AVMA (American Veterinary Medical Association) recommends the ambient temperature shall be kept above 60˚F (15.5 ˚C),

and below 80˚F (26.6˚C), with a relative humidity range from 30 to 70%. Provide separate thermostat control for each space.

DIV. 25 BUILDING AUTOMATION SYSTEM (BAS)

25.1 A Building Automation System (BAS) shall be provided in accordance with Exhibit A-E Guide Final 4-20-15 Section 11 – Design Criteria 22 – Building Automation Systems.

DIV. 26 ELECTRICAL

26.1 Electrical Systems shall be designed in accordance with the Exhibit A-E Guide Final 4-20-15 Section 11 – Design Criteria 22 – Building Automation Systems.

a. Electrical (General): Animal Housing shall be designed to offer as much natural light as possible. When artificial light is used, it should closely approximate natural light in both duration and intensity. Enclosures shall be positioned so individual animals can avoid being exposed to excessive amounts of light or darkness. Light and darkness shall be provided so that they support the natural (circadian) rhythms of wakefulness and sleep.

DIV. 27 COMMUNICATIONS

27.1 Voice Communications Systems shall be designed in accordance with the Exhibit Design Criteria 18 – Telephone Lines and Equipment, Revision 1.

27.2 Data Communication Systems shall be designed in accordance with the Exhibit Design Criteria 19 – Data Systems Infrastructure, Revision 1.

DIV. 28 ELECTRONIC SAFETY AND SECURITY

28.1 Access control systems shall be designed in accordance with Exhibit Design Criteria 23 – Access Control System Specifications.

28.2 Unified Security System: Shall support the seamless unification of IP Access Control Systems (ACS), IP Video Management Systems (VMS), and IP License Plate Recognition System (LPR) under a single platform. System to be “Genetec Security Center.” Detailed system requirements to be determined.

28.3 Building Security Alarm System: System shall be monitored by the installation contractor for a period of one (1) year after Date of Acceptance. The System shall be capable of reporting to a remote monitoring station, of the County of Orange’s choice, after the one year period is up without any modification to the equipment. The system shall include concealed door and window contacts, motion sensors, alarm key pads, and central alarm panel. An alarm silencing button shall be included on the alarm panel. The system shall have a battery back-up capable of maintaining security monitoring, under a load, for forty-eight (48) hours. The contractor shall provide A&E Project Management or the equivalent Departments or Agencies within the County of Orange with an 8-1/2” x 11” floor plan identifying each zone, device, key pad, and alarm panel.

DIV.32 SITE CONSTRUCTION

32.1 Walkway, Pedestrian Ramp, and Exterior Stair Paving: provide paved surfaces to contrast, in color and texture, from vehicular areas.

32.2 Exterior Seating: wood, metal, concrete, or combination thereof for comfort, permanent installation and minimum maintenance. Standard manufacturer's product or custom field constructed.

32.3 Exterior power at the central outdoor exercise area: Provide bollard light fixtures with 120V power receptacles at approximately 40 feet on center maximum.

32.4 Site Walls: concrete or concrete unit masonry walls with integral color, texture, and finish. See Div. 09 for anti-graffiti coating.

32.5 Site Fire Protection Water Lines:

a. Fire Prevention Water Lines shall begin at the nearest potable water main and end at a point five feet (5') outside the proposed building footprint. Coordinate point of connection with the Plumbing Engineers and Architect.
b. Each Fire Protection lateral to a building shall include a reduced pressure principle double check back flow preventer with post indicator valves and anti-tamper switches per the local water district requirements and the most current Orange County Public Works (OCPW) Standard Drawing and the Standard Specifications for Public Works Construction.
c. Each Fire Protection lateral to a building shall include a Fire Department connection per OCPW Standard Drawings and Fire Agency Requirements. The Fire Department connection shall be located within forty feet (40') of a fire hydrant.
d. Fire hydrants shall be constructed per the local water district requirements and OCPW Standard Drawings and the Standard Specifications for Public Works Construction. The design should anticipate the need for one on site fire hydrant and one off site fire hydrant within the street right of way. More fire hydrants may be required based upon meeting with the local Fire Marshall.
e. All underground fire prevention water lateral piping shall be C-900 PVC, CL-200 pipe with restraints at bends, fitting or deflection joints, and meeting the requirements of the local water district and their specifications.
f. All fire prevention thrust blocks shall be constructed per local water district requirements or per OCPW Drawings.
g. All ductile iron pipe and fittings above ground or below grade shall be flanged and meet the requirements AWWA C-110 threaded per AWWA C-115 with cement mortar lining per AWWA C-104 and ASTM C-150 type V, and meeting the requirements of the local water district standard specifications with rubber gasket joints meeting AWWA C-111 specifications.
h. If soils condition requires cathodic protection, it shall be installed per the requirements of the local water district providing water service to the project site.
i. All valves shall be resilient seated wedge gate valves meeting the requirements of the local water district requirements.
j. Clearing and disinfection of water line pipes shall be completed per the requirements of the local water district specifications only after pressure testing is completed.
k. Hydrostatic pressure testing shall be completed per the Standard Specifications for Public Works Construction or per the local water district specifications prior

to disinfection, whichever is most stringent.

l. Trench excavation, bedding and backfill shall be per the local water district standards and specifications.

m. All water related appurtenances such as blow-offs and air vacuum release valves shall be per the local water district standard drawings and specifications.

32.6 Site Domestic Water Lines:

a. Domestic water lines shall begin at the nearest on-site or off-site potable water main and shall end at a point five feet (5') outside the proposed building footprint. Coordinate the point of connection with the plumbing engineer and architect.

b. Each domestic water lateral to a building shall include a reduced pressure principle double check back flow preventer with post indicator valves at each end and anti-tamper switches per the local water district requirements and specifications and per the OCPW and the Standard Specifications for Public Works Construction.

c. All underground domestic water lateral piping shall be C-900 PVC, Cl-150 pipe with restraints at bends, fitting or deflection joints, and meeting the requirements of the local water district standard drawings and specifications.

d. All domestic water line thrust blocks shall be constructed per the local water district standard drawings and specifications or per the OCPW Standard Drawings and the Standard Specifications for Public Works Construction as applicable, whichever is more stringent.

e. All ductile iron pipe and fittings above ground or below grade shall be flanged and meet the requirements AWWA C-110 threaded per AWWA C-115 with cement mortar lining per AWWA C-104 and ASTM C-150 type V, and meeting the requirements of the local water district standard specifications with rubber gasket joints meeting AWWA C-111 specifications.

f. If soils condition requires cathodic protection, it shall be installed per the local water district standard drawings and specifications.

g. All valves shall be resilient seated wedge gate valves meeting the requirements of the local water district standard plans and specifications.

h. Clearing and disinfection of water line pipes shall be completed per the local water district standard specifications only after pressure testing is completed.

i. Hydrostatic pressure testing shall be completed per the local water district standard specifications, or per the Standard Specifications for Public Works Construction prior to disinfection, whichever is the most stringent.

j. Trench excavation, bedding and backfill shall be per the local water district standard drawings and specifications.

k. All water lines 2" or less in diameter shall be copper tubing with brass or bronze fittings per the local water district standard drawings and specifications.

l. All valve boxes shall be per the local water district standard drawing and specifications or if no local agency exists construct per The OCPW Standard Drawing as applicable.

m. Domestic Water Lines shall have a pressure reducing valve outside each building to limit the water pressure to 70 PSI at the furthest water closet inside the building. The residual pressure to sinks and lavatories shall be a minimum of 15 PSI.

n. Domestic Water lines and Fire Prevention Water lines shall be separate on-site systems.

o. All domestic water line related appurtenances such as blow-offs and air-vacuum releases shall be per the local water district standard drawings and specifications.

32.7 Storm Drains:

a. Storm drain system shall be constructed to handle at minimum a 100-year storm with straight gradients and inlet grates that meet ADA requirements. The storm drain system shall comply with County of Orange Stormwater Program and the State of California Low Impact Development (LID), which incorporates Permanent Best Management Practice. The Storm Drain System shall have a maximum velocity of 12 F/S for any specific pipe run.
b. All storm drain pipes shall be PVC, RCP or HDPE gasket connections at pipes with structural integrity to withstand crushing from loads. PVC pipe shall meet the requirements of section 207.16 and section 306-1.2.10 of the Standard Specifications for Public Works Construction. Reinforced concrete pipe shall meet the requirements of section 207.2 and section 208.3 of The Standards Specifications for Public Works Construction. HDPE pipe shall meet AASHTO 20 loading. All pipes shall be installed per OCPW Standards.
c. Storm drain cleanout structures shall be constructed per The Standard Specifications for Public Works Construction and OCPW Standard Drawings as applicable.
d. Storm drain curb inlet structures shall be constructed per The Standard Specifications for Public Works Construction and OCPW Standard Drawings as applicable.
e. Storm drain catch basins shall be constructed per The Standard Specifications for Public Works Construction and OCPW Standard Drawing as applicable.
f. Storm drain headwalls shall comply with The Standard Specifications for Public Works Construction and OCPW Standard Drawings as applicable.
g. Rip Rap energy dissipaters shall be constructed per The Standard Specifications for Public Works Construction and OCPW Standard Drawings as applicable.
h. Small area drains shall be pre-cast concrete or high impact plastic composite products capable of holding up under light or heavy vehicle traffic depending upon location and design conditions.
i. Cutoff walls, concrete lugs, drainage ditches and miscellaneous storm drain system items shall comply with The Standard Specifications for Public Works Construction and OCPW Standard Drawings.
j. All drainage system concrete shall be at minimum 560-C-3250 Portland cement concrete per The Standard Specifications for Public Works Construction.
k. Trench excavation for storm drain pipes shall be per section 306-1 of The Standard Specifications for Public Works Construction.
l. Pipe bedding for storm drains shall be per section 306-1.2 of The Standard Specifications for Public Works Construction.
m. Storm drain system shall be tested per section 306-1.4 of The Standard Specifications for Public Works Construction by ex-filtration testing or air pressure testing. Storm Drain systems smaller than 8” diameter do not need to be pressure tested.
n. Jacking of Storm Drain pipe is not anticipated or allowed on this project without consent of The County of Orange Project Manager’s written approval.

32.8 Sanitary Sewer System:

a. The Sanitary Sewer System shall be constructed to handle the peak flow

conditions with a maximum d/D of 50% and a velocity not less than 2.0 F/S to create scour for cleansing of pipe. The Sanitary Sewer pipe system shall comply with The Standard Specifications for Public Works Construction and OCPW Standard Drawings.

b. The Sanitary Sewer Pipe System shall be PVC SDR-35 pipe. All PVC Sanitary Sewage pipes and fittings shall conform to ASTM D-3034 for pipes between 4" through 15"in diameter. All PVC Sanitary Sewage pipes and fittings shall conform to ASTM F-679 SDR-35 (T-1) for pipes between 18" and 27" in diameter.
c. All pipes and fittings shall be marked with ASTM D3034 or F679 respectively
d. All pipes shall have markings to indicate proper penetration of spigot for joint connections.
e. Minimum length for pipe sections shall be 36 inches for tie-ins or stub-outs.
f. Curves in Sanitary Sewage pipe shall have a minimum centerline of pipe radius of 200 feet.
g. All Sanitary Sewage pipe used on the project is to be certified by The National Sanitation Foundation (NSF).
h. Connections from sewage laterals to sewer mains shall be completed by the selected contractor and coordinated with the local water authority.
i. All Sanitary Sewage PVC pipe shall have magnetic warning tape placed above the center of the sewer pipe per OCPW Standard Drawing.
j. Cleanouts on Sanitary Sewer mains or laterals shall be placed at no more than intervals allowed by code. All laterals shall have at least one cleanout near the point of connection to the building. All sanitary sewer cleanouts shall be constructed per OCPW Standard Drawing and the standard specifications for public works construction.
k. Pipe zones shall be back filled with imported granular material to the spring line per OCPW Standard Drawing.
l. Trenching, bedding, and back fill and compaction shall be completed per the Standard Specifications for Public Works Construction 2006 addition.
m. Sewage pipelines shall be designed and constructed with bells upgrade.
n. Sewer Manholes shall be per OCPW Standard Drawing. and the Standard Specifications for Public Works Construction.
o. Wye connections shall not be allowed closer than 5.0' from the manhole.
p. Field leakage and infiltration tests of sewer mains and laterals shall be performed in accordance with The Standard Specification for Public Works Construction instead of a leakage and infiltration test the contractor may choose to test the sewer main or lateral by pressure testing.
q. Jacking of Sanitary Sewer pipe is not anticipated or allowed on this project without consent of The County of Orange Project Managers written approval.

32.9 Clearing and Grubbing:

Designer shall delineate those areas within the project limits and boundaries that require removal of all existing shrubs, hedges, plants, trees, or other woody vegetation, ground cover (not to be salvaged and re-planted) and objectionable, deleterious materials. Clearing and Grubbing shall be completed per section 300-1 of The Standard Specifications for Public Works Construction, 2006 edition; in addition, section 300-1.2 preservation of property and section 300-1.3 removal and disposal of materials. All Stormwater pollution prevention measures

must be in place by contractor prior to the start of clearing and grubbing or earthwork of any kind.

32.10 Erosion Control and Storm Water Pollution Prevention:

Designer shall provide an Erosion Control Plan in Conformance with all current NPDES (National Pollutant Discharge Elimination System) general permit requirements and the state water resource control board's (SWRCB's) construction general permit (CGP) order NO. 2009-0009-DWQ adopted on September 2, 2009 and shall incorporate measures to control discharges of Stormwater to surface waters associated with construction activity including clearing, grading, and excavation activities. SWPPP shall be certified by a Qualified SWPPP Developer

a. Erosion Control shall be designed to mitigate Stormwater run-off originating within project site as determined by the limits of work and shall also account for any storm water run-off originating off-site and crossing to within project limits.
b. Erosion Control shall conform to the requirements (in addition to those stated above) in the Caltrans Storm Water Pollution Prevention Plan (SWPPP), Water Pollution Control Program Preparation manual and The Construction Site Best Management Practices (BMP's) manual and section 7-8.6, Water Pollution Control of The Standard Specifications for Public Works Construction (SSPWC), 2003.
c. Designer shall provide site specific draft Storm Water Pollution Prevention Plan (SWPPP) in conformance with the resources previously stated. At a minimum, SWPPP shall include all requirements as identified in Section A: Storm Water Pollution Prevention Plan in the SWRCB'S NPDES's general permit NO. CAS 000002 and shall be completed to the extent for which contractor may have ability to clearly identify all costs and level of effort required to implement and maintain all Storm Water and Non-Storm Water Mitigation Measures proposed.
d. At a minimum Project SWPPP shall incorporate control measures in the following categories:

1. Construction Site Monitoring Plan(CSMP)
2. Permit Minimum BMP's
3. REAP if project is Risk Level 2 & 3
4. Soil Stabilization Practices.
5. Sediment Control Practices.
6. Sediment Tracking Control Practices.
7. Wind Erosion Control Practices.
8. Non-Storm Water Management.
9. Waste Management and Material Pollution Control.
10. Specific objective and minimum requirements for each category if control measures are contained in manuals stated herein.

32.11 Grading and Excavation:

a. Designer shall prepare a Grading Plan that clearly delineates lines and contours of the existing and desired finish surfaces, cut/fill transitions, slopes and surface drainage in conformance with recommendations, provisions, and criteria provided for by The Geotechnical Investigation as completed on the proposed Animal Care Facility site. Where design criteria are not specified in said Geotechnical
Investigation designer shall comply with Section 300 Earthwork of The Standard Specifications for Public Works Construction (SSPWC), 2006 where applicable.

b. Designer shall provide provisions for all excavations and backfill required to complete the contract work in compliance with the Project Geotechnical Investigation Report and with the Standard Specifications for Public Works Construction (SSPWC), 2006.
c. Work shall be done in conformance with EIR requirements, as applicable.

32.12 Paving (Asphalt and Concrete)

a. Provide paved surfaces as required for vehicular access to the site and to various functional areas requiring vehicular access, including, but not limited to, entrances, parking areas, and loading dock areas. (Pedestrian paving must meet current PDS requirements)
   1. Any offsite paving shall meet all requirements and follow all procedures as outlined in the Governmental agency having jurisdiction.
   2. Comply with recommendations of AASHTO "A Policy on Geometric Design of Highways and Streets". Maximum slope shall be 1:10. Minimum width of traffic lanes shall be 12 ft wide. 9 foot minimum width of parking spaces or as required per local ordinance.
   3. The onsite roadways and parking lots structural section shall be in accordance with OCPW Standard Drawings, the Project Geotechnical Report and as approved by the County materials laboratory.
   4. Aggregate base material is to conform to the requirements of Standard Specifications for Public Works Section 200-2.
   5. Sub-grade and base material construction shall conform to all provisions of Standard Specifications for Public Works Section 301. However, the upper 12 inches of pavement sub-grade shall be scarified, brought to the optimum moisture content and compacted to at least 95% of maximum dry density as determined by ASTM D1557-91. Sub-grade preparation shall be conducted immediately prior to the placement of the pavement section.
   6. All pavement sub-grades are to receive an herbicide treatment from an approved manufacturer. Herbicide treatment shall be placed per manufacturer's recommended rates and written application instruction.
   7. All work beneath paved areas shall be completely constructed, inspected, tested, connected and approved prior to paving.
   8. Provide surfaces that are smooth, consistent in color and finish, sloped and provide positive drainage to avoid ponding, and neatly finished at edges. Flood test all paving areas to ensure proper drainage and repair all areas showing evidence of ponding.
   9. Vehicular areas shall be marked neatly to denote traffic lanes and parking spaces in accordance with Standard Specifications for Public Works Section 310-5.6 and the OCPW Standard Drawings as applicable

b. Asphalt concrete shall have a minimum 3" thickness. Asphalt surface course shall be III-C2-AR-4000, per The Standard Specifications for Public Works Section 400, with a maximum thickness of 3". Asphalt concrete sections greater than 3" shall contain an asphalt base course of III-B2-AR-4000, per SWPPC Section 400, minimum 2" thickness.
c. Asphalt concrete shall conform to all provisions of Standard Specifications for Public Works Section 203-6 in addition to state or local DOT applicable requirements for materials, workmanship, and other miscellaneous requirements.
d. Asphalt concrete construction shall conform to all provisions of Standard Specifications for Public Works Section 302-5.

e. Offsite paving testing and inspection, including density requirements, shall be implemented for all onsite paving per CalTrans standards.
f. Prior to placement of the final pavement course, failed or damaged work, such as cracks in curb, curb and gutter, cross gutter, driveway aprons, excreta, shall be replaced to the nearest joint or score line in each direction.
g. Permeable Asphalt Concrete Pavement, if proposed, also known as Open Graded Asphalt Concrete (OGAC) shall be constructed per Caltrans Specification Section 39-1. Asphalt pavement to be used as a binder for pavement reinforcing shall have fabric that is steam-refined conforming to the provisions of Caltrans Specification section 92, and the Asphalt shall be PG 70-10, PG 70-22 PM or PG 76-22PM depending upon actual field conditions.

32.13 Concrete Paving (vehicular traffic):

a. Concrete pavement shall be a minimum of 5 inches thick, placed on 8 inches of aggregate base course, or increased per the project Geotechnical Report recommendations.
b. Control joints and/or construction joints shall be at 15-foot intervals or less. Control joints and expansion joints shall be shown on the plans.
c. Concrete shall conform to all provisions of Standard Specifications for Public Works Section 201 in addition to state or local DOT applicable requirements for materials, workmanship, and other miscellaneous requirements.
d. Concrete pavement shall consist of Portland cement concrete, provide type II cement having a 28-day compressive strength of 3250 PSI. unless otherwise required per geotechnical report.
e. Concrete pavement construction shall conform to all provisions of Standard Specifications for Public Works Section 302-6.
f. At the control joints and construction joints, the concrete slabs shall be doweled together, for a minimum of 8 inches into each slab, with a number 4 rebar at mid-slab thickness every 12 inches on center. The rebar shall be fully cleaned in the field prior to placement of concrete.
g. Failed or damaged work, such as cracks in curb, curb and gutter, cross gutter, driveway aprons, and so on, shall be replaced to the nearest joint or score line in each direction prior to placement of the concrete pavement.
h. Offsite concrete paving testing and inspection shall be implemented for any onsite paving per Caltrans Standards.
i. All concrete joints shall conform to OCPW Standard Drawings.

32.14 Roadway Pavers:

Roadway Pavers shall be interlocking porous pavers with spacer bars to assure consistent joint sizing. The pavers and materials shall conform to the following ASTM Specifications:

C1157 Performance Specification for Hydraulic Cement
C1240 Specification for Silica Fume Used in Cementitious Mixtures
C140 Test Methods for Sampling and Testing Concrete Masonry Units and Related Units
C150 Specification for Portland Cement
C207 Specification for Hydrated Lime for Masonry Purposes
C260 Specification for Air-Entraining Admixtures for Concrete
C33 Specification for Concrete Aggregates
C331 Specification for Lightweight Aggregates for Concrete Masonry Units

C418 Test Method for Abrasion Resistance of Concrete by Sandblasting
C494/C494M Specification for Chemical Admixtures for Concrete
C595 Specification for Blended Hydraulic Cements
C618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
C67 Test Methods for Sampling and Testing Brick and Structural Clay Tile
C979 Specification for Pigments for Integrally Colored Concrete
C989 Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars

32.15 ADA Access Requirements (Non-Building):

Accessible routes including walkways, curb ramps, pedestrian ramps, passenger drop-off and loading, accessible parking, directional signage, and detectable warnings shall comply with the 2010 Americans with Disability Act Standards (ADAS) and the 2013 CBC chapter 11B.

32.16 Curb and Gutters:

Provide curb or curb and gutter as required for all access areas. All curbs shall be made of Portland cement concrete (520-C-2500) having 28-day strength of 2500 PSI.. All concrete, joints, curb, gutter, and cross gutter shall be in accordance with the OCPW Standard Drawings and SSPWC.

a. Concrete shall be accordance with Standard Specifications for Public Works Section 201.
b. Curb and curb and gutter construction shall be in accordance with Standard Specifications for Public Works Section 303-5.
c. All underground connected utilities within the project limits shall be completely constructed inspected, tested, connected and approved prior to construction of curb or curb and gutter.
d. Curb or curb and gutter joint locations shall include expansion joints at curb returns, adjacent to structures, and at 45 foot intervals.
e. Curb or curb and gutter joint locations shall include weakened plane joints at driveway locations and at 15 foot intervals between expansion joints.
f. Failed or damaged work, such as cracks in curb or curb and gutter, shall be replaced to the nearest joint or score line in each direction prior to placement of the final pavement course.

32.17 Construction Staking:

All construction staking shall be completed by a California Registered Professional Land Surveyor or under his/her direction or by a California Professional Civil Engineer authorized to perform Land Surveying. All design and construction staking shall be based upon elevations tied to a County of Orange benchmark.

a. The surveyor or Civil Engineer shall certify the finish pad elevation for all buildings.

32.18 Sidewalks:

Provide sidewalk as required for pedestrian access to the site and to various functional areas requiring pedestrian access, including, but not limited to, entrances, parking areas, and gathering areas.

a. Sidewalks and or bike paths shall be designed to have clear unobstructed access. These facilities shall be kept clear of street lights, power poles, fire hydrants,

meter boxes when possible, transformers, electrical pull boxes when possible, blow-offs, air vents or other similar obstructions at all times.

b. Sidewalk shall have a minimum width of 5 foot.
c. Sidewalk shall be in accordance with OCPW Standard.
d. Sidewalk ramps shall be in accordance with OCPW Standard Drawings as applicable, and include truncated domes as required.
e. Sidewalk joint locations shall be installed in accordance with OCPW Standard Drawings.
f. Concrete shall be accordance with Standard Specifications for Public Works Section 201.
g. Sidewalk construction shall be in accordance with Standard Specifications for Public Works Section 303-5.
h. All underground connected utilities within the project limits shall be completely constructed and inspected, tested, connected and approved prior to construction of sidewalk.
i. All concrete joints shall conform to OCPW Standard Drawings.

32.19 Driveways

a. Driveway shall have a minimum width in compliance with the requirements of The Orange County Fire Authority (OCFA)
b. Driveway width and location shall be in accordance with OCPW Standard Drawings.
c. Concrete for driveway shall be accordance with Standard Specifications for Public Works Section 201.
d. Driveway construction shall be in accordance with Standard Specifications for Public Works Section 303-5.
e. All concrete joints shall conform to OCPW Standard Drawings as applicable.

32.20 Bicycle Parking:

a. Short-Term: provide permanently anchored bicycle racks within 200 feet of the visitors' entrance, readily visible to passers-by, for 5 percent of new visitor motorized vehicle parking spaces being added, with a minimum of one two-bike capacity rack.
b. Long-Term: provide secure bicycle parking for 5 percent of the tenant vehicular parking spaces being added, with a minimum of one space. Acceptable parking facilities shall be convenient from the street and shall meet the following:
    1. Covered, lockable enclosures with permanently anchored racks for biycycles;
    2. Lockable bicycle rooms with permanently anchored racks; or
    3. Lockable, permanently anchored bicycle lockers.

32.21 Landscaping

a. Planting and Irrigation System and components shall be designed to incorporate water conservation principals in compliance with California AB 1881 (Model Water Efficient Landscape Ordinance).
b. Site landscape areas shall be designed in accordance with County of Orange Low Impact Development Standards (Storm Water Management).
c. Plant materials shall be selected to minimize the need for supplemental water,

minimize extensive maintenance, minimize site run-off, be fire-resistant, and noninvasive. Plant selection shall be based on the WUCOLS list of Low Water Use species.

d. Planting areas shall be designed to accept water runoff from the site. Proper species selection for bio-swale conditions shall be of utmost importance.
e. Planting setback zones for fire protection of structures shall adhere to OCFA Brush Management/Fire Ordinances.
f. Planting density on slopes shall comply with County Standards.
g. Planting shall be done to facilitate solar shading of structure and reduction of heat islands in paved areas whenever possible.
h. No plants shall be located in areas that will obscure vehicular visibility in traveled-ways.
i. Irrigation equipment shall be of the type needing minimal maintenance or repair, and shall, by design, minimize vandalism.
j. Irrigation components shall include the most advanced water saving features.
k. County Standards: In addition to these RFP Performance Specifications, all design elements will conform to the County of Orange Standards.
l. Planting near buildings shall, to the greatest degree possible, take pedestrian safety, building security, and fire-resistance into consideration.
m. Maintenance: Maintenance Period shall be for 90 days after Substantial Completion of installation. Areas shall be free of weeds, debris, or waste. Plants shall be kept in a healthy growing condition, free of disease, trimmed properly, and shall be kept well-fertilized.
n. Brush Management Zones shall be kept properly thinned during the maintenance period.

32.22 Planting

a. Plant Materials shall be drought tolerant, fire and disease resistant, non-invasive and non-toxic to humans and animals. Verify plants being used are non-toxic plants at the American Society for the Prevention of Cruelty to Animals website: https://www.aspca.org/pet-care/animal-poison-control/toxic-and-non-toxic-plants. Plants shall be healthy and well-rooted with vigorous foliage growth. All plants shall be free of diseases or pest infestations at the time of planting, with no disfigurements, abrasions, burned foliage, or scarring.
b. "Maintenance of planting shall begin at the time each plant and each portion of lawn is planted and shall be continuously maintained through at least ninety (90) days of the growing period (defined as from March 1st to October 1st) after acceptance of the complete project and filing of *the Notice of Completion* and as much longer as is necessary to establish acceptable lawns and thriving plants."
c. Choice of vegetation shall consider hardiness, suitability to weather conditions prevailing at the specific project location, economic availability, resistance to animal damage, and conservation of water. Adjacent plants should have compatible moisture requirements to minimize special irrigation lines.
d. Irrigation systems are to be designed with layouts and control systems which will ensure water conservation while meeting the individual plant requirements.
e. Tag plants by species and variety with a minimum of 1 tag per 10 trees, 190 shrubs, and 100 ground covers.
f. Where the use of reclaimed water is required, all applicable requirements must be followed as set forth by the agency authorized with plan review and inspection, typically the local water district/agency.

g. Flatted plants shall be well-rooted and exhibit vigorous, compact new growth.
h. Container stock shall be well established but not root-bound.
i. Tree branching form shall be symmetrical, with relatively straight central leaders and tapered trunks. Main branches shall be well-spaced. Trunk and branches shall be free of wounds.
j. Root balls shall be healthy and free of any circling or kinked roots.
k. Turf areas shall be limited to minimize water use. Lawn Sod or Seed shall be drought-tolerant and disease resistant.
l. Lawn patching in disturbed areas shall cover all damaged areas completely with no bare spots remaining. Patched areas shall blend evenly with existing turf and shall be healthy and free of disease.
m. Planting at main entries or special nodes shall provide strong visual emphasis.
n. Tree Standpipes shall be installed on all trees, regardless of size and shall consist of a perforated PVC Pipe wrapped in filter fabric and surrounded by crushed gravel. Standpipes shall be capped with a PVC slotted cap and shall descend to a depth of 36” below the bottom of the planting hole. There shall be two standpipes per tree in opposite corners of the planting pit. Standpipes shall be siphoned regularly during the Maintenance Period to remove any standing water.
o. Trees shall be staked with lodge-pole pine stakes, two per tree. Tree ties shall be installed in a manner that does not damage the tree trunk.
p. Plants shall be located a minimum of 12” away from irrigation spray heads.
q. Planting areas shall have a 2” layer of organic mulch to maximize water absorption into soil.
r. All plants shall have adequate irrigation and fertilization.
s. Herbicides and fertilizers shall be approved by the County prior to use.
t. Root barriers shall be installed at all trees when tree is within 5’ of paving or structures.
u. Trees shall be guaranteed for a period of one (1) year, with shrubs and ground covers guaranteed for 90 days.

32.23 Soils

a. Soil testing shall occur immediately after final site grading and prior to the installation of any irrigation system components. Soil samples shall be submitted to a testing lab approved by OCPW.
b. Soil testing shall include agricultural suitability, soil texture/composition, and percolation rate.
c. Soil amending and leaching (per the recommendations of the Soil Lab) shall be completed prior to the installation of irrigation lateral lines or heads and shall result in soil quality that will provide safe and sustainable root growth. Leach all areas without allowing water to pond. Salt levels after leaching shall not exceed an ECE of greater than 3.0
d. Soil export may become necessary if soil test results indicate toxic levels of elements that cannot be leached, or if excessive rock or cobble is encountered. The County would considered this an unknown condition.
e. Finish grades shall be contoured in accordance with County of Orange Low Impact Development Standards.
f. Water shall be diverted away from building foundations, and toward planted areas where water can be absorbed naturally into the soil.

g. Topsoil import (if required) shall be Class 'A' topsoil and shall be composed of not less than 70% sand, 20% silt, and not more than 10% clay. It shall be free of weeds, seeds, rocks, debris, or toxic substances. Topsoil sources shall be located as early as possible and a soils report indicating its quality shall be submitted for approval to the County Soils Lab eight weeks prior to planting. The imported topsoil will be sampled and submitted to one of the approved labs once it arrives at the site to verify its composition.
h. Geotechnical Data: County provided geotechnical data is included for the Contractor's information only, and while it is considered to represent subsurface conditions existing on the project site anticipated at this time, it is not guaranteed to fully represent all subsurface conditions. The Contractor shall be responsible for providing the services of a geotechnical engineer to conduct any subsurface exploration, investigation, testing, and analysis that the Designer of Record deems necessary for the design and construction of the proposed facility and site improvements. The geotechnical engineer shall be registered as a Professional Engineer (Geotechnical Engineer where required by law) and experienced with soil conditions in the region where the project site is located. The geotechnical engineer shall prepare a report addressing any elements of the work requiring his services. The report shall be submitted to the County accompanied by a letter from the Designer of Record certifying that the Geotechnical Engineer has reviewed the construction documents and that the design reflects the recommendations of the geotechnical report.

32.24 Irrigation

a. Irrigation equipment, including weather-based auto controllers, rain sensors, moisture sensors, and low precipitation rate emitters, shall have the most advanced water-saving features and shall be approved by the County of Orange.
b. A dedicated irrigation water meter may be required in accordance with the requirements of the County's Model Water Efficient Landscape Ordinance.
c. Backflow prevention shall be per County Standards. Equipment operation shall be certified and device shall be secured within a protective metal cage.
d. Irrigation system shall be designed with the proper operating pressure and an appropriate watering window to assure optimal delivery of water to the plant material at all times.
e. Water use calculations will be required per the County's Model Water Efficient Landscape Ordinance.
f. Site specific evapotranspiration rates and soil percolation rates shall be considered in the design process.
g. Check valves will be required to prevent low-head drainage.
h. No irrigation shall be installed in new areas until soil testing has been submitted and all soil amending has occurred.
i. Irrigation shall be repaired and replaced as necessary to address areas disturbed by new construction.
j. Irrigation heads shall be installed and adjusted to avoid overspray or water waste.
k. Micro-climate areas and solar exposure zones (site specific Hydro-Zones) shall be irrigated on separate control valves.
l. Existing Irrigation systems in all areas not included within the limits of new construction shall remain in operation during all phases of new construction in order to prevent damage to established plant materials.

m. Capping off of various segments of existing irrigation systems may be necessary in areas scheduled for demolition and new construction. Contractor shall review all proposed modifications to the existing irrigation system with the County of Orange project manager.
n. All irrigation systems to remain in their original configurations if at all possible.
o. A final Certificate of Completion (with Water Audit and Maintenance Schedule) shall be submitted to the County by the Landscape Architect of record, in compliance with the County's Model Water Efficient Landscape Ordinance.
p. Irrigation record drawings shall clearly document the final installation of the entire system, with accurate dimensions, sizes, and types of equipment. It shall reflect all new areas as well as any modified irrigation systems. Irrigation record drawings to be submitted in AutoCAD.

32.24 Site Fencing:

The site perimeter shall be fully enclosed by continuous security fencing to control access into the site and to prevent accidental release of animals. Creative and aesthetic solutions to site fencing are encouraged. The use of chain link fencing is discouraged. Site fencing must be designed to contain small animals. For example, metal pickets at 4 inches on center are not adequate to contain small dogs. The designer must strike a balance between the need for security and the desire to create an open and inviting campus which does not appear fortress-like:

a. Ornamental steel fencing shall be hot-dipped galvanized with an electro-coat epoxy primer and acrylic top coat. Hollow steel shapes shall be coated on the inside and outside. Field welding shall be avoided.

10.0 ESTIMATED WATER FIXTURE QUANTITY

OC ANIMAL CARE FACILITY
DESIGN-BUILD REQUEST FOR PROPOSAL (RFP) No. 080-C006276-HH
PROGRAM REQUIREMENTS – ESTIMATED WATER FIXTURE QUANTITY

		FIXTURES															
PROGRAM	SUB-GROUP	WATER CLOSET	URINAL	LAVATORY	SHOWER HEAD	1-COMPARTMENT SINK	WET TABLE	CLOTHES WASHER (STANDARD CAPACITY)	CLOTHES WASHER (INDUSTRIAL CAPACITY)	HOSE BIB	DRINKING FOUNTAIN (HI-LO)	2-COMPARTMENT SINK	3-COMPARTMENT SINK	MOP SINK	LARGE TUB SINK	UTILITY SINK	WATER DISH FILLER
CUSTOMER SERVICE	MENS RESTROOM	2	1	2	0	0	0	0	0	0	0.5	0	0	0	0	0	0
TOTAL=5,065 SF																	
	WOMENS RESTROOM	3	0	2	0	0	0	0	0	0	0.5	0	0	0	0	0	0
	KITCHENETTE	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATION	MENS RESTROOM	2	1	2	0	0	0	0	0	0	0.5	0	0	0	0	0	0
TOTAL=5,170 SF																	
	WOMENS RESTROOM	3	0	2	0	0	0	0	0	0	0.5	0	0	0	0	0	0
	DIRECTOR'S PRIVATE RESTROOM & SHOWER	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0

NOTE: FIXTURE COUNT SHOWN ON PLANS SHALL TAKE PRECEDENCE OVER THIS TABLE. AT A MINIMUM THE NUMBER OF FIXTURES PROVIDED SHALL COMPLY WITH THE REQUIREMENTS OF THE CBC, LATEST EDITION.

OC ANIMAL CARE FACILITY
DESIGN-BUILD REQUEST FOR PROPOSAL (RFP) No. 080-C006276-HH
PROGRAM REQUIREMENTS – ESTIMATED WATER FIXTURE QUANTITY

		FIXTURES															
PROGRAM	SUB-GROUP	WATER CLOSET	URINAL	LAVATORY	SHOWER HEAD	1-COMPARTMENT SINK	WET TABLE	CLOTHES WASHER (STANDARD CAPACITY)	CLOTHES WASHER (INDUSTRIAL CAPACITY)	HOSE BIB	DRINKING FOUNTAIN (HI-LO)	2-COMPARTMENT SINK	3-COMPARTMENT SINK	MOP SINK	LARGE TUB SINK	UTILITY SINK	WATER DISH FILLER
ANIMAL CONTROL	MENS RESTROOM	1	1	1	0	0	0	0	0	0	0.5	0	0	0	0	0	0
TOTAL=6,960 SF																	
	WOMENS RESTROOM	2	0	1	0	0	0	0	0	0	0.5	0	0	0	0	0	0
	MENS SHOWER	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0
	WOMENS SHOWER	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0
MEDICAL	MENS RESTROOM	1	1	1	0	0	0	0	0	0	0.5	0	0	0	0	0	0
TOTAL=4,610 SF																	
	WOMENS RESTROOM	1	0	1	0	0	0	0	0	0	0.5	0	0	0	0	0	0
	(1)LAUNDRY(REGULAR CAPACITY WASHER)	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
	SURGICAL ROOMS	0	0	0	0	4	8	0	0	0	0	0	0	0	0	0	0

NOTE: FIXTURE COUNT SHOWN ON PLANS SHALL TAKE PRECEDENCE OVER THIS TABLE. AT A MINIMUM THE NUMBER OF FIXTURES PROVIDED SHALL COMPLY WITH THE REQUIREMENTS OF THE CBC, LATEST EDITION.

OC ANIMAL CARE FACILITY
DESIGN-BUILD REQUEST FOR PROPOSAL (RFP) No. 080-C006276-HH
PROGRAM REQUIREMENTS – ESTIMATED WATER FIXTURE QUANTITY

PROGRAM	SUB-GROUP	FIXTURES																
		WATER CLOSET	URINAL	LAVATORY	SHOWER HEAD	1-COMPARTMENT SINK	WET TABLE	CLOTHES WASHER (STANDARD CAPACITY)	CLOTHES WASHER (INDUSTRIAL CAPACITY)	HOSE BIB	DRINKING FOUNTAIN (HI-LO)	2-COMPARTMENT SINK	3-COMPARTMENT SINK	MOP SINK	LARGE TUB SINK	UTILITY SINK	WATER DISH FILLER
ANIMAL HOUSING TOTAL=43,395 SF	(2)LAUNDRY(INDUSTRIAL CAPACITY WASHER)	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0
	(1)DOG KENNEL(SMALL) *(SEE NOTE 4)*	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	~~24~~ 0
	(10)DOG KENNEL(LARGE) *(SEE NOTE 4)*	0	0	0	0	0	0	0	0	80	0	0	0	0	0	0	~~240~~ 0
	(1)EXOTIC ANIMALS	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
	(1)LARGE ANIMALS	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0
	(1)CATTERY	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0
	DISHWASHING ROOM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
	GROOMING AREA	0	0	0	0	0	0	0	0	1	0	0	0	0	2	0	0
SHARED	(3)CUSTODIAL ROOMS	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0
	ACO/ADMIN BREAK ROOM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0

NOTE: FIXTURE COUNT SHOWN ON PLANS SHALL TAKE PRECEDENCE OVER THIS TABLE. AT A MINIMUM THE NUMBER OF FIXTURES PROVIDED SHALL COMPLY WITH THE REQUIREMENTS OF THE CBC, LATEST EDITION.

OC ANIMAL CARE FACILITY
DESIGN-BUILD REQUEST FOR PROPOSAL (RFP) No. 080-C006276-HH
PROGRAM REQUIREMENTS – ESTIMATED WATER FIXTURE QUANTITY

		FIXTURES																							
PROGRAM	SUB-GROUP	WATER CLOSET	URINAL	LAVATORY	SHOWER HEAD	1-COMPARTMENT SINK	WET TABLE	CLOTHES WASHER (STANDARD CAPACITY)	CLOTHES WASHER (INDUSTRIAL CAPACITY)	HOSE BIB	DRINKING FOUNTAIN (HI-LO)	2-COMPARTMENT SINK	3-COMPARTMENT SINK	MOP SINK	LARGE TUB SINK	UTILITY SINK	WATER DISH FILLER
SITE	(2)SALLY PORT	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	0
	TOTAL=2,385 SF																
	TOTALS	~~10~~	~~1~~	~~10~~	~~5~~	~~5~~	~~6~~	1	2	~~50~~	~~1~~	5	1	~~3~~	2	~~2~~	~~372~~
		12	5	11	2	20	6			25	2			1		1	0

NOTES:
1. NOT USED
2. ALL LAVATORIES TO HAVE HOT & COLD WATER SUPPLY
3. ALL OUTDOOR KENNEL AREAS TO HAVE REVERSE OSMOSIS MISTING SYSTEM
4. PROVIDE TRENCH DRAIN FLUSH SYSTEM (2) PER KENNEL BUILDING
5. PROVIDE A SINK IN EVERY OTHER KENNEL BUILDING BY FOOD PREP AREAS.

NOTE: FIXTURE COUNT SHOWN ON PLANS SHALL TAKE PRECEDENCE OVER THIS TABLE. AT A MINIMUM THE NUMBER OF FIXTURES PROVIDED SHALL COMPLY WITH THE REQUIREMENTS OF THE CBC, LATEST EDITION.

11.0 GEOTECHNICAL REPORT

SEE GEOTECHNICAL REPORT DATED JANUARY 10, 2016 PREPARED BY STANTEC

12.0 ADDENDUM

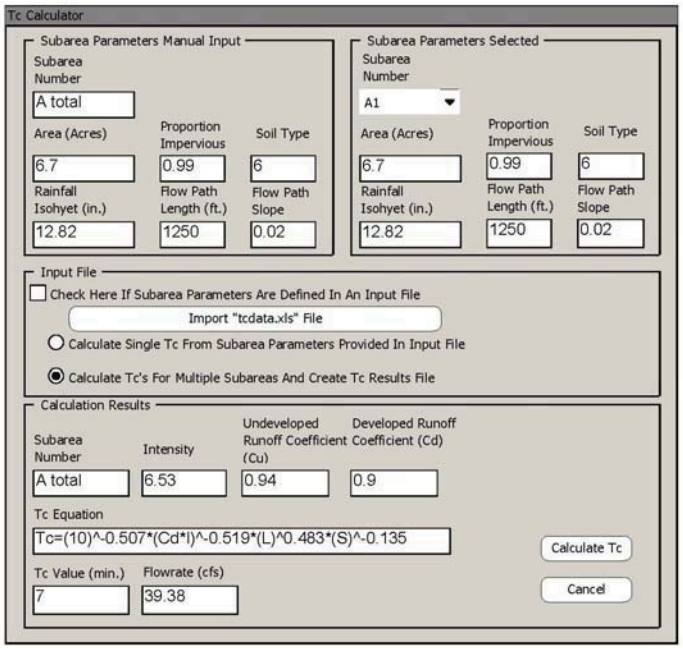
12.0 ADDENDUM

A. Access to the second floor should be from the general administration area. There is not a requirement to have access to the second floor from the Sally Port. (QA #20)

B. Kennel drains: The County does not have a preferred system. All drain systems (trench drain system with a self-flushing and/or floor drain system) need to be reviewed in design phase of project. D-BE provide the best design solutions based upon maintaining a sanitary and functional system for maintenance and animal welfare. (QA #21)

C. Future Bell Avenue is classified as a secondary arterial. Building setback is 20' measured from the future ROW. Landscape setback is 20' measured from back of curb and includes a 7.5' curb-adjacent sidewalk (8' wide from curb face) which will be constructed with the rest of the Bell Avenue improvements. (QA #35)

D. Storm Water Calculations: (QA #38)



OC ALMANAC™
Orange County, California

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7 Day Weather Forecast
Weekend, 10-Day & Current Weather. Get it Free with WeatherBlink!

Monthly Climate Summaries at Selected Orange County Weather Stations

Temperature
Precipitation (Rainfall)

Monthly Average Maximum & Minimum Temperatures

Measured in Degrees Fahrenheit

Station	Avg. Temp.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Laguna Beach [1]	Max	65.0	66.0	66.9	68.9	70.6	72.8	76.3	77.9	77.4	74.5	70.4	66.1	71.1
	Min	43.0	44.1	45.6	48.4	52.9	55.9	59.2	59.6	58.2	53.6	47.5	43.5	50.9
Newport Beach [2]	Max	63.3	63.5	63.8	65.2	66.9	69.1	72.1	73.5	73.2	70.9	67.7	64.5	67.8
	Min	46.9	48.1	49.8	52.5	56.1	59.2	62.2	63.3	61.6	57.4	51.4	47.4	54.7
Santa Ana [3]	Max	68.1	69.4	70.2	72.7	74.5	77.8	82.7	84.1	83.6	79.3	73.7	68.8	75.4
	Min	45.0	46.3	48.0	51.2	55.1	58.6	62.0	63.0	61.2	56.4	49.5	45.0	53.4
Tustin-Irvine [4]	Max	67.0	68.1	69.4	72.9	75.4	79.0	84.0	85.5	84.7	79.7	73.9	68.2	75.6
	Min	40.5	42.4	44.3	47.7	52.2	55.8	59.2	59.5	57.0	51.9	44.4	40.7	49.6
Yorba Linda [5]	Max	67.4	69.7	70.6	73.9	76.6	81.6	88.8	89.2	87.4	81.4	74.5	69.2	77.5
	Min	42.0	43.2	43.8	46.4	50.9	54.4	58.3	58.7	56.8	52.0	46.4	42.0	49.6

Monthly Average Total Precipitation (Rainfall)

Measured in inches

Station	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Laguna Beach [1]	2.50	2.75	2.10	0.97	0.26	0.11	0.02	0.08	0.27	0.43	1.29	1.95	12.73
Newport Beach [2]	2.29	2.42	1.95	0.94	0.16	0.06	0.01	0.06	0.25	0.28	1.23	1.78	11.42
Santa Ana [3]	3.04	2.74	2.22	0.93	0.21	0.07	0.01	0.08	0.25	0.25	1.36	1.75	12.92
Tustin-Irvine [4]	2.53	2.73	2.21	1.01	0.26	0.07	0.01	0.08	0.27	0.36	1.32	1.99	12.82
Yorba Linda [5]	3.36	2.73	2.33	1.07	0.26	0.04	0.01	0.13	0.27	0.23	1.66	1.80	13.89

1 - Laguna Beach 3/1/1928 to 7/31/2003
2 - Newport Beach (Harbor) 11/1/1934 to 7/31/2003
3 - Santa Ana (Fire Station) 7/1/1948 to 7/31/2003
4 - Tustin-Irvine (Ranch) 12/1/1927 to 6/30/2003
5 - Yorba Linda 7/1/1948 to 7/31/2003

Source: Western Regional Climate Center

PIPE SIZING AND CLEANING VELOCITY CALCULATIONS

PIPE	SD1	Accumulated Q at this pipe section =			39.38	cfs
Calculations for Velocity and Discharge						
D =	24		2.00 ft	Diameter of Pipe		
n =	0.011			Manning's Roughness Coefficient		
S =	0.026	ft/ft	2.60 %	Slope of Sewer Pipe		
d =	18	inches	1.50 ft	Flow Depth		
d/D	0.75			Proportional Depth of Flow		
theta =	4.1888	radians		Angle of Flow		
a =	2.53	sq.ft		Area of Flow		
p =	4.19	ft		Wetted Perimeter		
r =	0.60	ft		Hydraulic Radius		
Using Manning's Equation, for pipe at flow depth 'd'						
V =	**15.59**	**fps**		Flow Velocity	**OK**	minimum 2 fps
Q =	**39.39**	**cfs**		Flow Rate	**OK**	Therefore, Pipe Size is OK

PIPE SIZING AND CLEANING VELOCITY CALCULATIONS

PIPE	SD1	Accumulated Q at this pipe section =			39.38	cfs
Calculations for Velocity and Discharge						
D =	24		2.00 ft	Diameter of Pipe		
n =	0.011			Manning's Roughness Coefficient		
S =	0.03	ft/ft	1.00 %	Slope of Sewer Pipe		
d =	18	inches	1.50 ft	Flow Depth		
d/D	0.75			Proportional Depth of Flow		
theta =	4.1888	radians		Angle of Flow		
a =	2.53	sq.ft		Area of Flow		
p =	4.19	ft		Wetted Perimeter		
r =	0.60	ft		Hydraulic Radius		
Using Manning's Equation, for pipe at flow depth 'd'						
V =	**16.74**	**fps**		Flow Velocity	**OK**	minimum 2 fps
Q =	**42.31**	**cfs**		Flow Rate	**OK**	Therefore, Pipe Size is OK

E. Customer Service Lobby: Though it is discouraged, customers do bring their pets into the lobby. Adopted and redeemed animals would ideally be collected at a different pick up area. It should be assumed that animals may be brought into the Customer Service Lobby from time to time. Therefore, finishes shall be designed to be durable, low maintenance and easily cleanable. (QA #39)

G. Merchandising in the Lobby: We may have free small bags of pet food to hand out and could sell other merchandise such as t-shirts or pet related products (ie. Leashes, collars). Animal care literature could also be displayed. For specific requirements for the Lobby see the following parts of Section III: 2.1A; 3.1 C.4.a.ii.; 3.1.C.4.b.iv. (QA #40)

H. Furniture Storage: In the Learning and Training Center, Storage shall be provided for stackable chairs, folding tables, and portable lecterns. (QA #41)

I. Donation Box Dimensions: The donation box should be eye catching and consistent with the theme of the rest of the shelter. It will need to be at least 35” tall by 14” deep and 29” wide. (QA #42)

J. Briefing Room Tables: The tables are minimum 24 inches in depth and 60 inches long. (QA #46)

K. Evidence Freezer Chest in Sally Port: It is a standard chest freezer at 6’x3’. (QA #48)

L. Exotic Animal Wards: Shall be inside the shelter as the temperature must be controlled for each species. One area each for reptiles, birds and small mammals with fresh air ventilation. Cabinetry and sinks shall be provided in each room. (QA #53)

M. Narcotics Storage Security: A lockbox for “in use” controlled drugs shall be located in the surgery room and a lockbox for “in use” shall be located in the receiving clinic. (QA #55)

N. Isolation/ Quarantine Dogs: A separate kennel building is preferred. Quarantine dogs do not need housing next to the clinic. Quarantine dog cages shall be located near the Sally Port to allow for easy housing of potentially aggressive animals. (QA #66)

O. Equipment List: All items specified in the equipment list shall be in the D-BE GMP except for items annotated as “N.I.C.” (Not in Contract). The “N.I.C.” items are planned to be part of a separate County contract. (QA #103)

P. Power Outage: In addition to code required emergency and standby power requirements, the following areas shall remain fully functional during a power outage: Surgery and surgery prep., Recovery area, Euthanasia, Morgue Refrigerator, Evidence Freezer, Animal Control Dispatch Booth, Animal Control Dispatch Phone Room, Emergency Supply Storage, Call Center, Medical Clinic. (QA #116)

County of Orange A-E Guide Usage Instructions for the OC Animal Care Facility Project.

REVISION B

IMPORTANT: Please read the following regarding applicability of the County of Orange Architect-Engineer (A-E) Guide, version April 20, 2015, for the OC Animal Care Services Design Build project.

The following is a listing of sections and associated paragraphs in the County of Orange A-E Guide that are applicable, not applicable, or for reference only for the OC Animal Care Services Design Build Project.

Section 1. GENERAL INFORMATION. Following paragraphs are applicable: 1.0, 1.1, 1.2, 1.3, 1.5, and 1.6.

Section 2. A-E SELECTION. This section not applicable.

Section 3. GENERAL DESIGN INFORMATION. This section for reference only.

Section 4. BASIC SERVICES. This section applicable to be modified in project design build scope of work.

See following changes generated during the solicitation process:

RFP, ARCHITECT-ENGINEER GUIDE (April 20, 2015), SECTION FOUR - BASIC SERVICES, 4.2 PROJECT DESIGN PHASES, A. SCHEMATIC DESIGN, Deliverables paragraph (page 22) shall be replaced in its entirety with the following:

Deliverables:

(1) Not Used.

(2) Drawings

Drawings may be simple, free-hand sketches, and single-line site and floor plans of sufficient accuracy to give a reasonable indication of the proposed schemes. Typically presented at the smallest scale that can clearly illustrate the concept (perhaps 1/16" = 1'-0" for larger buildings and 1/8" = 1'-0" for smaller buildings).

(3) Code Compliance and Other Regulatory Requirements

Provide code compliance diagrams on the drawings. Code issues and solutions should be identified and resolved at this stage of the project development. Regulatory requirements should be identified and implementation planning begun.

(4) Project Basis of Estimate

a. The estimate, while high level, shall include all anticipated trades (CSI format) and shall be broken down into major trades or systems (for example, foundations, structure, exterior closure, interior partitions, finishes, plumbing, mechanical, electrical, site, and equipment).

b. The estimate may include a preliminary analysis of the Client's budget, with recommendations for changes based on site, marketplace, or other unusual conditions encountered in the schematic design.

c. Include contingencies for further design development, market contingencies, and changes during construction.

d. Include tax on materials, equipment, Contractor estimated overhead & profit, and any extra project costs anticipated to be required.

e. Cost estimates that exceed initial project budget shall be reviewed by County, and if approved, necessary contract related changes to be made. If not approved, revisions to scope and design may be required.

(5) Project Schedule

Develop project schedule milestones and interim submissions.

(6) Plan Distribution

The A-E and the County Project Manager should determine formats, number of copies, and distribution of submission documents required for this phase.

RFP, ARCHITECT-ENGINEER GUIDE (April 20, 2015), SECTION FOUR - BASIC SERVICES, 4.2 PROJECT DESIGN PHASES, A. SCHEMATIC DESIGN, Optional Services paragraph (pages 22-23) shall be replaced in its entirety with the following:

Required Services:

The following services include, but are not limited to, the project Special Services.
(1) Architectural programming as required for deviations or refinements to Section III Program Requirements.
(2) Not Used.
(3) Special Renderings.
(4) 3D Modeling.
(5) Energy Analysis and Design.
(6) Value Analysis / Value Engineering.
(7) Hazardous Materials identification and testing.
(8) Special permitting (air quality, health etc.).
(9) Commissioning (determine what Phase to begin this service).
(10) Arc Flash and Coordination studies can be optional for the Engineer or can be contracted within the project. The system model can be updated based on design.

RFP, ARCHITECT-ENGINEER GUIDE (April 20, 2015), SECTION FOUR - BASIC SERVICES, 4.2 PROJECT DESIGN PHASES, B. DESIGN DEVELOPMENT, Optional Services paragraph (page 26) shall be replaced in its entirety with the following:

Required Services:

The following services include, but are not limited to, the project Special Services.
(1) Not Used.
(2) Special Renderings.
(3) 3D Modeling.
(4) Energy Analysis and Design.
(5) Value Analysis / Value Engineering.
(6) Hazardous Materials identification and testing.
(7) Special permitting (air quality, health etc.).

Section 5. CONSTRUCTION DOCUMENT PHASE. This section for reference only.

Section 6. COST ESTIMATES. This section not applicable.

Section 7. TECHNICAL REQUIREMENTS FOR DRAWINGS AND ELECTRONIC DOCUMENT SUBMISSIONS. This section is all applicable.

Section 8. BID PHASE GUIDELINES. This section not applicable.

Section 9. CONSTRUCTION PHASE GUIDELINES. This section for reference only.

Section 10. CLOSE OUT PHASE GUILDELINES. This section applicable to be modified in project design-build scope of work.

Section 11. DESIGN CRITERIA. This section is all applicable except:

- "DESIGN CRITERIA 18 – TELEPHONE LINES AND EQUIPMENT" is replaced in its entirety by "DESIGN CRITERIA 18 – TELEPHONE LINES AND EQUIPMENT, Revision 1" (document saved to BIDSYNC)
- "DESIGN CRITERIA 19 – DATA SYSTEMS INFRASTRUCTURE" is replaced in its entirety by "DESIGN CRITERIA 19 – DATA SYSTEMS INFRASTRUCTURE, Revision 1" (document saved to BIDSYNC)
- "DESIGN CRITERIA 23 – CARD ACCESS" is replaced in its entirety by "DESIGN CRITERIA 23 - ACCESS CONTROL SYSTEM SPECIFICATION"

DESIGN CRITERIA 18 — TELEPHONE LINES AND EQUIPMENT

REVISION 1

Prior to the start of design for the telephone and data equipment systems, a pre-design meeting shall be held with OCIT.

The steady rise of costs for material and labor demands that maximum utility and flexibility be designed into all County facilities for serving future telecommunications needs. A trade-off between initial installation costs and costs involved in future modifications must be made to ensure an adequate level of service to County users.

Coordination shall be made with the proper telephone company vendor and other suppliers to ensure that feeder requirements are met (routing and sizing), as well as equipment room specifications (location and layout).

Basic guidelines to be considered in designing telephone services layouts:

1. Telephone wall outlets must be an approved electrical junction box with a telephone cover plate. All telephone cables shall be run in conduit Floor outlets shall be a minimum of 1¼ inch diameter with an appropriate monument.

2. The maximum length of conduit per floor should be limited to one hundred fifty (150) feet; longer runs should be engineered by exception.

3. Conduit runs must be limited to two 90 degree bends which are to have a minimum radius in feet equal to the diameter in inches.

4. Outlet boxes shall not be installed in ceiling space or by exception only, upon approval by the County of Orange.

5. Minimum size of conduit shall be one (1) inch; do not use flexible conduit. Conduits connecting floors, such as risers, should be four (4) inches in diameter with straight runs or no more than one (1) sweep turn. All conduits should have appropriate pull strings in place in addition to the correct telephone cable.

6. No more than two (2) outlets should be multiplied to one home run conduit.

7. In all new construction and wherever possible in office remodeling, two (2) voice terminal outlets per office is the standard design criterion. These should be positioned on opposite walls, selecting strategic locations according to the likelihood of furniture placement. In staff work areas, staff work room, and reference work rooms, outlets shall be located at each work station or as indicated during design.

8. "Switch Rooms" and "Equipment Rooms" shall be separate from the electrical room and shall be sized to accommodate data systems equipment as specified by the County of Orange.

9. Switch rooms and equipment rooms shall be appropriately designated, including signage indicating "Authorized Personnel Only," and equipped with surface-mounted ¾″ x 4′ x 8′ plywood backboards, as specified.

10. Switch and equipment rooms may be shared by Data Services and Sound Systems, providing that total volumetric requirements for all services are met and that miscellaneous support services (A/C, electrical, *etc.*) required by each are included. Confirmation of the adequacy of space to be co-occupied will be indicated by appropriate signature from each service entity on the architectural drawings.

11. One power outlet, 20 amp, 115 VAC, 60 Hz, duplex to be within two feet of each telephone outlet throughout the facility.

12. Telephone cabling shall be CAT-6 (same as data cabling). Telephone and computer cables may be pulled in the same conduit. Minimum of four (4) cables per conduit to each work station where possible. Refer to data equipment design criteria. Label each cable with E-Z Marker labels at both ends. Telephone cable shall be a different color than the data cable.

13. The telephone system and equipment shall be specified and purchased through CEO/Telephone Services' standing contractor to ensure compliance with County guidelines.

14. The telephone backboard shall have two (2) double duplex outlets. Each outlet shall be a dedicated circuit with isolated ground.

15. Data system backboard shall be a 3/4″ x 4′ x 8′ sheet of plywood and shall be separate from and placed next to the telephone backboard.

16. Both ends of all cabling, both telephone and data, shall be labeled using E-Z Marker Labels.

DESIGN CRITERIA 19 — DATA SYSTEMS INFRASTRUCTURE

REVISION 1

Prior to the start of design for the telephone and data equipment systems, a pre-design meeting shall be held with OCIT.

Each new or rehabilitated building is to include, as standard requirements, the following components and/or features that will enable the subject building to support various electronic data systems.

INFRASTRUCTURE REQUIREMENTS

1. GENERAL DESCRIPTION

All equipment and items mentioned must conform to the then-current OCIT specifications at the time of installation and upon completion of the construction of the facility.

2. EQUIPMENT LOCATIONS

To be determined by OCIT.

1. EQUIPMENT INSTALLATION

1. The equipment must be installed with sufficient air circulation — at least ten (10) inches above, behind, and on all sides.

2. OCIT will be responsible for installation of all network equipment and connecting cables.

2. CABLE REQUIREMENTS

Provide data cable between patch panel and workstation. All cable will be CAT-6 1000 base-T Ethernet compatible with the following minimum specification as listed below:

1. If plenum cable is required, PLENUM CAT-6 compatible will be used. All cable will be purchased by the Contractor.

2. Cable Layout *(Fig. 1)*

   1.1 When using a two-channel data raceway, refer to *Fig. 2* for typical installation.

   1.2 All cables will be terminated on the workstation end with CAT-6 RJ45 (8-pin) wired to 568B standard double-plug wall or floor plates *(Fig. 3)*.

   1.3 Minimum two cables per wall or floor plate.

   1.4 Minimum one double-plug wall or floor plate per workstation. This will allow for flexibility and future growth.

   1.5 Cables will terminate in the phone room on a CAT-6 RJ45 patch panel *(Fig. 4)*.

1.6 All pin-outs will be straight through, pin-to-pin, and conform to T1A-568B Wiring Scheme *(Fig. 5)*.

1.7 All cables, wall plates, and patch panels will be labeled with adhesive labels, such as a "Brother P-Touch" label maker or equal.

1.8 All cable to be tested and certified to CAT-6 1000 base-T Ethernet Standard.

3. CAT-6 Unshielded Twisted Pair (UTP) 24 awg is required throughout.

1. Cable performance is intended for high-speed LAN applications (greater than or equal to 1000 Mb/s).

2. Options are <u>either</u>:
   - 100 ohm UTP **or**
   - 150 ohm STP (Shielded Twisted Pair) Data Grade Media.

3. All Premise Distribution System (PDS) wiring must follow the pattern as shown, and all pairs must remain intact, end-to-end, with no splices allowed.

4. All punch-down and other connecting equipment must also comply with CAT-6 standards.

5. In locations where PLENUM jacket is required to meet local codes, these standards must also be adhered to.

6. CAT-6 cable, by definition, supports run lengths of up to 100 meters.

4. Phone Room

1. Phone room will have one (1) equipment rack, standard nineteen (19)-inch width. Capacity of the equipment rack will be determined by space availability. Where space is available, a 44U rack will be installed.

2. Installation of two (2) 20-amp electrical circuits with attached power strips that run up the wall adjacent to the shelving is required. Both circuits shall have isolated grounds.

3. Miscellaneous shelving should be included adjacent to this area.

4. When there is limited equipment space, an alternate equipment substitute to replace the 19″ racks will be two (2) or more Hubbell RE4x boxes stacked vertically on top of one another. Connect boxes with two (2) 1 ½ conduits. (*See Appendix Item 7.2.C* for specifications. **NOTE:** Equal product substitution may be made with prior written approval of OCIT.)

5. ELECTRICAL REQUIREMENTS

1. Each workstation location must have a separate dedicated four (4)-plex electrical outlet with isolated ground to accommodate the microcomputer, barcode reader, and printer.

2. Dedicated computer outlets shall be clearly designated by color and markings.

3. Electrical outlets in the telephone/equipment room shall be at least four (4)-plex with isolated ground.

4. The electrical contractor is to provide a wiring scheme identifying the cable port on the patch panel and at the wall or floor plate at the workstation end.

6. EQUIPMENT REQUIREMENTS

Facility I.T. equipment will be selected for, and installed by, OCIT.

7. TELEPHONE/EQUIPMENT ROOM

An air conditioning duct is required to keep the room cool. This room will contain heat-sensitive equipment which dictates that the room be properly air conditioned.

8. SUMMARY OF CONTRACTOR AND ARCHITECT RESPONSIBILITY

8.1 Contractor

1.1.1. Purchase and install all cable, as specified. NO SUBSTITUTIONS.
1.1.2. Pull all cable with spare cable, as specified.
1.1.3. Provide electrical outlet boxes, as specified.
1.1.4. Provide the Architect with a set of redline drawings upon completion of construction.

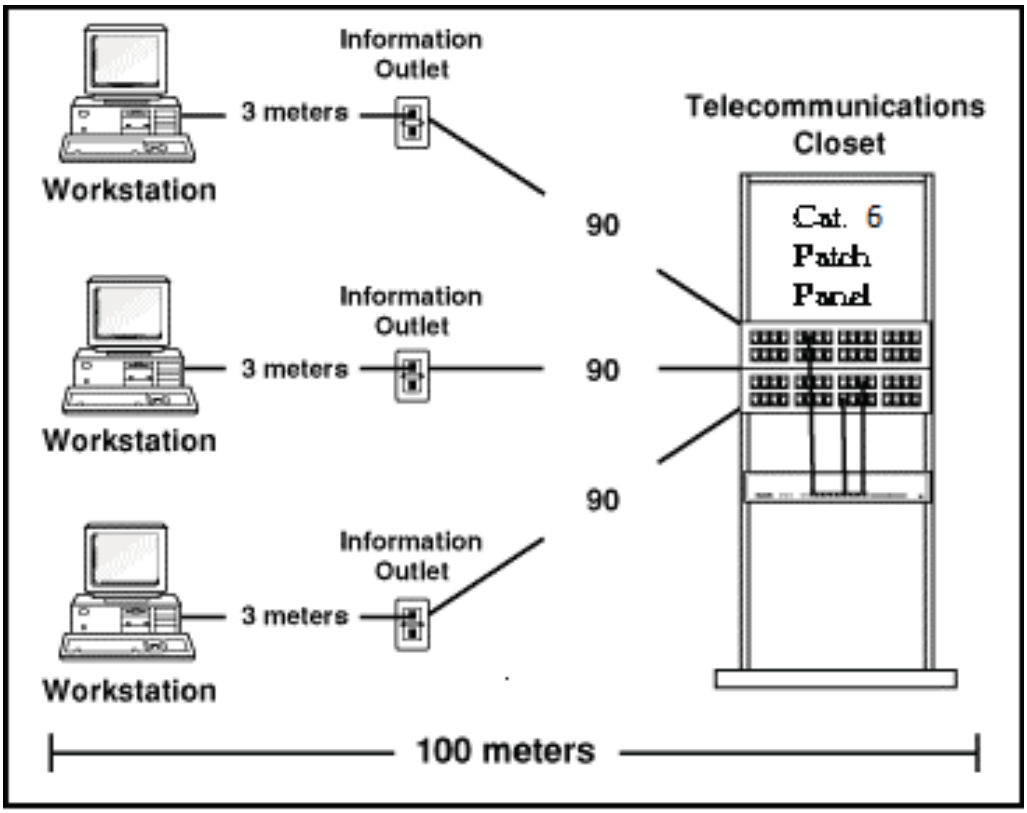
8.2 Architect

8.2.1. Provide up-to-date blueprints to the ILCS Coordinator.
8.2.2. Notify OCIT Project Manager of any changes that will affect the system.
8.2.3. Provide County of Orange Project Manager with a set of as-built plans (record drawings) upon completion of construction.
8.2.4. Provide County of Orange Project Manager with an electronic CAD set of records in accordance with requirements set forth in Section 3.3 *(Drawing Sheets on Disk (CAD Data and Drawing Requirements)* of this guide.
8.2.5. Provide County of Orange Project Manager with complete electronic as-built set of project specifications at completion of project in accordance with requirements as set forth in Section 4.5 (*Record Specifications*).

(Diagrams referenced in Article 4.2 (Cable Layout), follow this page.)
******

Article 4.2 — Cable Layout Diagrams

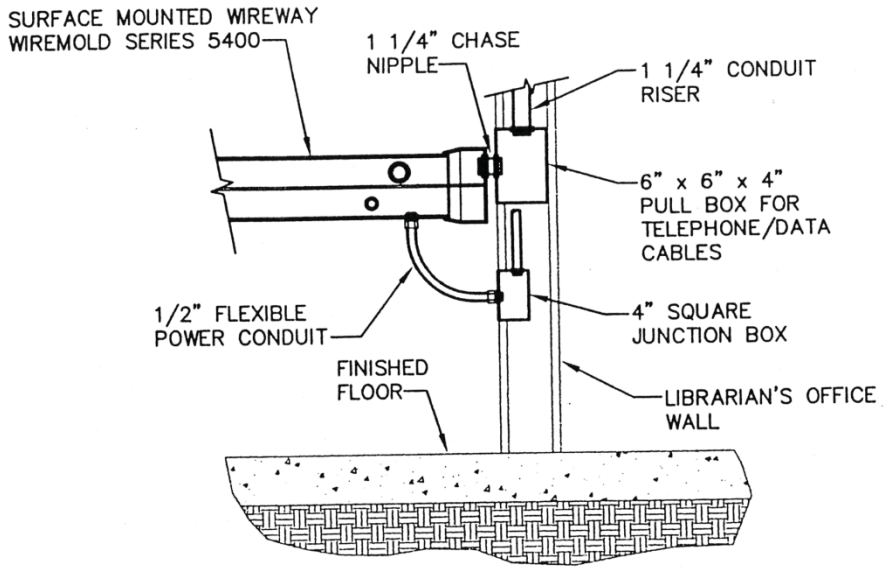
Figure 1



TIA 568B Wiring Diagram

Article 4.2 — CABLE LAYOUT DIAGRAMS

Figure 2



COMPUTER ROW RACEWAY SYSTEM

SCALE: NONE

Article 4.2 — CABLE LAYOUT DIAGRAMS

Figure 3

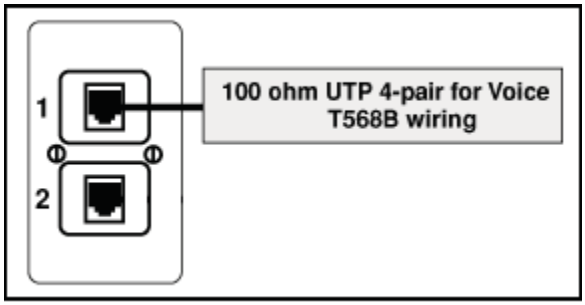


Figure 4

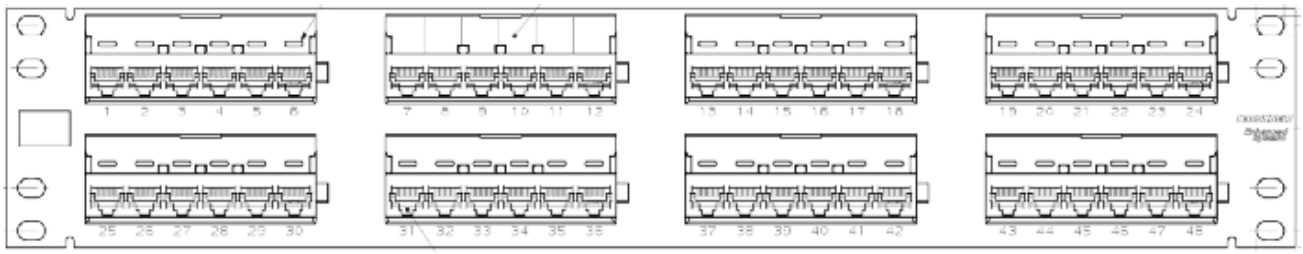
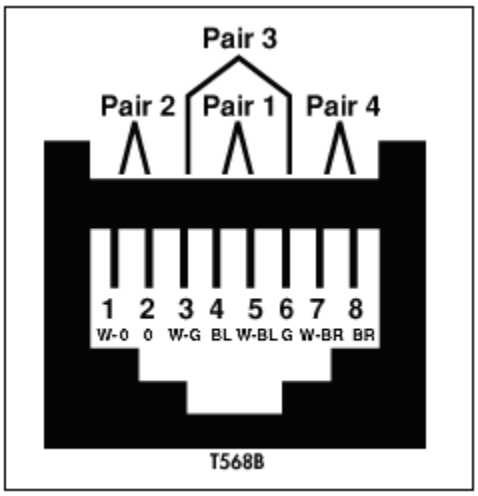


Figure 5



DESIGN CRITERIA 23 - Access Control System Specifications

COUNTY ACCESS CONTROL OVERVIEW

The access control system will utilize the County's existing access control system (Lenel OnGuard 2012 version 6.5.624) and Wide Area Network (WAN) network. The Lenel database is centrally managed by the OC Public Works. The County uses 26-bit wiegand format ID cards.

OC Public Works shall approve all installation designs that intend to expand the County's access control infrastructure including, but not limited to, all access control materials, wire specifications, electrified locks, power supplies, and integration methods with other security or electronic control systems, including but not limited to, digital video, elevator control, duress, parking gates, ADA systems, audio systems, and intrusion alarm.

Unless otherwise specified by the County, the COUNTY shall perform system programming including Intelligent System Controllers, Reader Interface Modules, Input/output Modules, timezones, segmentation, cardholder profiles and access levels. When requested, the VAR shall provide software engineering resources that can support all applications and features available in OnGuard.

LENEL VALUE ADDED RESELLER (VAR) QUALIFICATIONS

1. The VAR must be certified on the latest OnGuard software release, have appropriate contractor licensing and provide documentation for the following.
    a. Contractor employs and maintains a minimum of five (5) Lenel Certified Professionals and five (5) Lenel Certified Associates concentrated in the area of access control. Certified professionals must be staffed in their Southern California Location.
    b. Contractor has been a Lenel OnGuard Value Added Reseller (VAR) for the past three (3) consecutive years
    c. Three (3) consecutive years as a Lenel OnGuard VAR
    d. Contractor is currently at Lenel TierVantage level *ELITE*
    e. C10 – Electrical Contractor License

ACCESS CONTROL MATERIALS

1. Controllers and Modules
    a. The County access control system shall utilize Lenel Access control field hardware to meet requirements specific to each location. Each facility makeup will include a County specified Intelligent System Controller (ISC) also referenced as Intelligent Dual Reader Controller (IDRC) and the appropriate number of Single or Dual Reader Interface Modules (SRI/DRI) (typically LNL-1320 series 2).
    b. Where applicable, Lenel Input Control Modules (ICM LNL-1000 series 2) and Output Control Modules (OCM LNL-1200 series 2) shall be used for Input / Output functionality.

2. Card Readers
    a. Readers shall be HID RP40 multiClass SE Reader (920PTNNEK00000) single gang black. The priority coding shall be set to 125kHz – HID, Indala®, EM4102 or AWID proximity. RP15 multiClass Reader (910PTNNEK00000) shall be installed in locations that cannot accommodate the dimensions of a RP40 multiClass reader. HID RPK40 multiClass SE Reader (921PTNNEK00000) single gang black shall be used when required and specified by the County.

3. Power Supplies
    a. Additional power supplies in existing installs shall be Altronix multi-output power supply/charger that converts 115VAC, 60Hz input into 12VDC or 24VDC or LifeSafety when feasible. Specific model shall be determined when system is engineered for location. All final designs and equipment must be approved by OC Public Works\Access Control.
    b. New installations shall be LifeSaefty Power that converts 115VAC, 60Hz input into 12VDC and 24VDC.
        i. Specific LifeSafety FlexPower building blocks and enclosures shall be determined when system is engineered for location.
        ii. All LifeSafety power supplies must have a NL4 for power monitoring.
    c. 12VDC batteries shall be supplied to meet required back up power time determined by the County's access control (typically 8 hours).

4. Electrified Locks, Request-to-Exit, and Door Contacts
    a. Each door envelope shall consist of card reader, electronic door hardware, request to exit device (REX), and door position switch (DPS). These items shall be determined specific to each location to match building aesthetics and meet required code(s). All final designs and equipment must be approved by OC Public Works\Facilities Operations.
        i. REX – Manufacture shall be Kantech, part number T-REX-LT
            1. Part Numbers
                a. T-REX-LT for standard doors
                b. T-REX-LT2 for doors that require 2 relays (local lock release and REX notification)
                c. T-REX-XL for doors that require piezoelectric buzzer
                d. Color shall be white unless mounted on area with black background in which color shall be black.
            2. Installation
                a. List when in lock
                b. List when outside of lock
        ii. DPS – Manufacture shall approved by the County
            1. Part Numbers
                a. List part numbers
            2. Installation
                a. List when in hinge
                b. List when not in hinge
        iii. Electrified Locks
            1. Priority list 1
            2. Priority list 2
            3. Etc.

5. Cabling
    a. Communication cable shall be Cat 6 and RS-485 will be 2 Pair, 24 AWG tinned copper individually shielded pairs, RS-485 low-capacitance communication, instrumentation, and special application plenum cable (see appendix A). Access cable shall be a plenum composite cable (Reader, REX, Strikes, and Contacts) specific for access control use.
        i. Contact wire shall have minimum 1 pair 22 gauge
        ii. Lock power wire shall have minimum 1 pair 18 gauge
        iii. REX wire shall have minimum 2 pair 22 gauge
        iv. Reader wire shall have minimum 3 pair 22 gauge shielded

6. Enclosures
    a. New panel enclosures shall be Hoffman, LifeSafety or County approved equal with the appropriate UL rating. Enclosure design shall be approved by County prior to installation.

PERFORMANCE SPECIFICATIONS

1. The VAR shall install all access control related hardware including, but not limited, to access panels, reader modules, input/output panels, alarm panels, wireless door receivers and openers, proximity readers, diodes for door supervision, request to exit devices, door contacts, various types of electrified door locking hardware, power supplies, wiring and incidental materials.

    a. Door envelopes shall be fully complimented (reader, electronic lock, door position switch, request to exit device and any incidental conduit and mounting hardware)

2. The access control system contractor shall provide all necessary permits and install all materials and labor in compliance with local codes and UL 294.

    a. Applicable doors and frames shall retain fire rating

3. Power supplies shall be hard wired in conduit on an isolated circuit when possible with a tamper resistant key (blade style) switch.

    a. Battery and AC supervision shall be connected to the Lenel access panel or reader module to indicate loss of AC power and report low battery conditions

4. Miscellaneous:

    a. Resistors shall be used at each reader door to effect door supervision
    b. Tamper switches shall be installed and wired at all access panel or reader module enclosures and power supply enclosures
    c. Readers, access panels, power supplies and cabling shall be labeled to the County's naming convention standards
    d. Tests of access control hardware and installation shall be performed to the approval of the County's access control

5. The CONTRACTOR shall follow all manufacture installation specifications.

6. The CONTRACTOR shall provide a project manager to manage the entire access control project including, but not limited to, access control hardware, hardware/software programming, wiring, electrified door hardware, electrical, testing and documentation.

7. The CONTRACTOR shall have advanced Lenel software engineering resources that can support the COUNTY all Lenel OnGuard applications. CONTRACTOR engineering resources shall be trained and certified in Microsoft SQL database administration and be able to support the Lenel Access Control SQL database.

8. The CONTRACTOR shall perform final sequence testing of the Lenel access control equipment. CONTRACTOR shall repair any failures identified during testing. Testing sequences shall include, but is not limited to circuitry, controls, switches, readers, locks, inputs/outputs, accurate event alarms at each door including 'alarm active', 'request-to-exit', 'door held', 'door forced', 'access granted', and 'access denied'. COUNTY will be present during all testing sequences to validate accuracy and testing completion.

9. In accordance with County naming conventions, the CONTRACTOR shall label all equipment, including, but not limited to enclosures, reader panels, power supplies, wiring, readers, and lock power.

10. CONTRACTOR shall wire Lenel power fault (FLT) with Altronix AC power and battery status monitoring in accordance with the COUNTY'S Lenel wiring standards.

11. CONTRACTOR shall maintain organized and documented cable management within panel enclosures and closets. Enclosure type, enclosure layout design, wire duct, wire ties, and conduit type and locations must be approved by the COUNTY prior to installation.

12. CONTRACTOR shall provide and install conduit to conceal all visible wire. EMT conduit shall be used (no flex conduit).

13. CONTRACTOR shall use COUNTY approved premium industrial quality connectors, wire duct, Velcro wire ties, industrial terminal blocks for wire splicing and/or wire interconnects points.

14. CONTRACTOR shall install supervised circuits unless otherwise requested by the COUNTY.

15. The CONTRACTOR shall provide 1 year warranty on all Lenel materials and labor.

ENGINEERING AND DRAWINGS

All architectural and engineering drawings will be required for all work and must be approved by OC Public Works\Card Access. Contractor shall provide the County security system engineering, plan check submittals, device location maps, as-built drawings, and operational and maintenance manuals.

Appendix A

RS-485 wire shall match exactly the physical properties in the following wire specification. All RS-485 communication cabling must be approved and signed off by County.

AEROSPACE WIRE & CABLE INC.
Manufacturers of High Temperature Wire & Cable

RoHS Compliant

Aerospace Part#: TBD **PLENUM CABLE**

DESCRIPTION

2 Pairs AWG 24/7x32 TC
Individual Foil Shield Foam FEP/Halar Orange CMP

PHYSICAL PROPERTIES

Pairs / Insulation

# Pairs	AWG	Material	Material	Wall	Finished OD
2	24/7x32	Tinned Copper	Foam FEP	.016"	.056"

Outer Shield Material / Drain Wire

Shield Type	Material	Coverage	AWG	Material
Each Pair Shielded	Alum / Mylar	100%	24/7x32	Tinned Copper

Outer Jacket Material / Cabling

Jacket Material	Color	Wall	Overall O.D.	Lay
E-CTFE	Orange	.015"	.234" Nom.	1" Lay on Pair with Clear Mylar 4" Lay on Cable with Clear Mylar

MECHANICAL PROPERTIES

Operating Temp	Total Weight	Bend Radius
UL Rated -40C to 150C	23.5 lbs/m	15 X OD

ELECTRICAL PROPERTIES

Max. Operating Voltage	Capacitance (Cond. To Cond.)	Impedence	D.C. Resistance
UL Rated 300V Power Ltd.	10.7 pf / ft nom.	114 ohms nom.	27.2 Ohms/m @68F

Vel of Prop
83%

INDUSTRY APPROVALS AND COMPLIANCE

Standards & Environmental Programs

RoHS Compliant	YES
Suitability	Indoor, Direct Burial, Wet Location
Resistance	Oil, Gas, Sunlight, Abrasion, Acid
Applications	Communications, Audio, Control, Instrumentation
Flame Test	NFPA 262 / FT6
NEC / (UL) Specification	CMP
CEC / C (UL) Specification	CMP

MISCELLANEOUS

Markings: E130356 TYPE CMP 24 AWG (UL), C(UL) 150C ROHS

Color Code: Black / Red White / Green

Contact Us For More Information
T: 800.395.0200 F: 718.358.2522 E: sales@aerospacewire.com W: www.aerospacewire.com

LOW MINIMUM RUNS QUICK TURNAROUNDS CUSTOM CABLE SOLUTIONS MADE IN USA

* Specification subject to error and may change without notice

Contract Summary

☐ **This contract does not include subcontractors or pass through to other providers.**

☒ **This contract includes the following subcontractors or pass through to other providers.**

Subcontractor Breakdown		
Company Name & Address	**Contact Name and Telephone Number**	**Project Function**
Hallin & Herrera 502 Chaney St., # L Lake Elsinore, CA 92530	Steve Hallin 951-245-8554	Building Concrete
Masonry Concepts 15408 Cornet St. Santa Fe Springs, CA 90670	Antony Deneri 562-802-3700	Masonry
PlasTal 8815 Sorenson Ave. Santa Fe Springs, CA 90670	Sean Brunton 562-945-0013	Steel
Anning-Johnson Company 13250 Temple Ave. City of Industry, CA 91746	Sergio Nuñez 626-369-7131	Metal Deck
Taber Company, Inc. 1442 Ritchey Street Santa Ana, CA 92705	Brian Taber 714-543-7100	Millwork
Red Pointe Roofing 2106 N. Glassell Street Orange, CA 92865	Tony Clifford 714-685-0010	Roofing
Seeley Bros 1400 Moonstone Brea, CA 92821	David Seltzer 714-224-3949	Doors, Frames & Hardware
Hale Glass 1910 Estelle Ln. Placentia, CA 92870	Brian Hale 714-572-5070	Glass and Glazing
Nova Drywall Systems 100-5350 272 Street Langley, BC V4W 153	Billy Barrick 949-280-4999	Drywall, Lath & Plaster
MS Rouse 18012 Cowan, Suite 150 Irvine, CA 92614	David Martinez, Jr. 949-296-0110	Flooring
Artisan Coatings 17534 Studebaker Road Cerritos, CA 90703	Luis C. Lozano 562-402-5600	Painting
Shor-Line	Timothy Hemings	Cages

511 Osage Avenue Kansas City, Kansas 66105	800-444-1579 Ext. 2354	
G & A Fire Protection 14617 Keswick St. Van Nuys, CA 91405	Amnon Ambar 818-780-9080	Fire Sprinklers
Control Air 5200 E La Palma Ave. Anaheim, CA 92807	Scott Grimm 714-777-8600	Plumbing
Control Air 5200 E La Palma Ave. Anaheim, CA 92807	Dan Racculuglia 714-777-8600	HVAC
AJ Kirkwood 2752 Walnut Avenue Tustin, CA 92780	Aidan Culligan 714-505-1977	Electrical
Valley Crest 11555 Coley River Circle Fountain Valley, CA 92708	Jeff Mutch 657-269-4107	Site Concrete, Landscaping Irrigation
Ben's Asphalt, Inc. 2200 S Yale St. Santa Ana, CA 92704	714-540-1700	AC Paving
Qwest Engineering, Inc. 465 West 1st Street Tustin, CA 92780	Tim Bell 714-842-7778	Earthwork & Grading

Contract Operating Expenses

DB Contract Costs:

D-BE Contingency:	$66,888
Owner Contingency:	$170,000
GMP 1:	$2,306,756
Remaining GMP(s):	$30,261,356
Allowance No. 1	$20,000
Total Contract Not To Exceed:	**$32,825,000**

County Administrative / Permit Fees:

Plan check, Permitting, and Inspection fees:	$250,000
County Project Management Staff:	$195,000
Project Administration Staff:	$15,000
Facility O&M Staff:	$40,000
Stipends:	$100,000

Contractor administrative or indirect costs: Unknown; Contract is NTE (Not to Exceed) amount

RFF 080-C006276 -HH

Based on the established criteria set forth in the Request for Proposal, below are the D-BE's ranks:

DB Team	Rank
Snyder Langston	1
Oltmans Construction Co.	2
Pinner Construction Co. Inc.	3

Combined Scores	Snyder	Pinner	Oltman's
Evaluator 1	**1**	3	2
Evaluator 2	**1**	3	2
Evaluator 3	**2**	1	3
Evaluator 4	**1**	3	2
Evaluator 5	**1**	3	2
Total	**6**	13	11
Results	***1st***	*3rd*	*2nd*

Evaluation Scoring Sheet
Request for Proposals
RFP # 080-C006276-HH
OC PUBLIC WORKS
Design-Build for Design and Construction Services for OC Animal Care Facility

Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: Snyder **Evaluator:** 1 **Date:** 2/25/16

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	20
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	370

Evaluation Scoring Sheet
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Design-Build for Design and Construction Services for OC Animal Care Facility

○ Exterior Building Elevations (A minimum of (1) elevation shall be in color). ○ Mechanical Plans ○ Electrical Plans ○ Building Sections ○ Reflected Ceiling Plans ○ Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. ○ Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. ○ Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. ○ Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	85
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	90
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	70

Evaluation Scoring Sheet
Request for Proposals
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OC PUBLIC WORKS
Design-Build for Design and Construction Services for OC Animal Care Facility

➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	30
Respondent Total:	6065
Maximum Points Possible:	**700**

Evaluation Scoring Sheet
Request for Proposals
RFP # 080-C006276-HH
OC PUBLIC WORKS
Design-Build for Design and Construction Services for OC Animal Care Facility

Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: Dittman's **Evaluator:** 1 **Date:** 2/25/16

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	20
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	350

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○ Exterior Building Elevations (A minimum of (1) elevation shall be in color). ○ Mechanical Plans ○ Electrical Plans ○ Building Sections ○ Reflected Ceiling Plans ○ Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. ○ Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. ○ Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. ○ Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	70
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	80
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	60

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➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	30
Respondent Total:	610
Maximum Points Possible:	**700**

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Request for Proposals
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OC PUBLIC WORKS
Design-Build for Design and Construction Services for OC Animal Care Facility

Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: Pinner Const **Evaluator:** 1 **Date:** 2/25/16

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	10
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	300

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o Exterior Building Elevations (A minimum of (1) elevation shall be in color). o Mechanical Plans o Electrical Plans o Building Sections o Reflected Ceiling Plans o Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. o Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. o Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. o Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	80
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	50
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	40

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➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	10
Respondent Total:	490
Maximum Points Possible:	**700**

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Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: Snyder **Evaluator:** 2 **Date:** 3/8/16

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20** 20
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375** 333
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	

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C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100** 85
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. o Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. o Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. o Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100** 100
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75** 68
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	

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➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30** 27
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	
Respondent Total:	
Maximum Points Possible:	**700** 633

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Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: Pinner **Evaluator:** 2 **Date:** 3/8/16

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	20 12
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	375 231
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	

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C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100** 85
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. ○ Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. ○ Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. ○ Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100** 96
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75** 65
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	

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➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30** 14
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	
Respondent Total:	497
Maximum Points Possible:	**700**

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Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: OLTMANS **Evaluator:** 2 **Date:** 3/5/16

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	20
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	17
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	375
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	314

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o Exterior Building Elevations (A minimum of (1) elevation shall be in color). o Mechanical Plans o Electrical Plans o Building Sections o Reflected Ceiling Plans o Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. o Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. o Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. o Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	92
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	100
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	75

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➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	24
Respondent Total:	622
Maximum Points Possible:	**700**

Evaluation Scoring Sheet
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Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: PINNER **Evaluator:** #3 **Date:**

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	10
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	245

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○ Exterior Building Elevations (A minimum of (1) elevation shall be in color). ○ Mechanical Plans ○ Electrical Plans ○ Building Sections ○ Reflected Ceiling Plans ○ Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. ○ Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. ○ Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. ○ Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	25
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	30
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	35

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F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	10
Respondent Total:	355
Maximum Points Possible:	**700**

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Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: OLTMAN **Evaluator:** #3 **Date:**

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	19
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	295

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○ Exterior Building Elevations (A minimum of (1) elevation shall be in color). ○ Mechanical Plans ○ Electrical Plans ○ Building Sections ○ Reflected Ceiling Plans ○ Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. ○ Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. ○ Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. ○ Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	25
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	90
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	50

Evaluation Scoring Sheet
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OC PUBLIC WORKS
Design-Build for Design and Construction Services for OC Animal Care Facility

➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	15
Respondent Total:	494
Maximum Points Possible:	**700**

Evaluation Scoring Sheet
Request for Proposals
RFP # 080-C006276-HH
OC PUBLIC WORKS
Design-Build for Design and Construction Services for OC Animal Care Facility

Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: Snyder **Evaluator:** #3 **Date:**_____

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	17
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	275

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o Exterior Building Elevations (A minimum of (1) elevation shall be in color). o Mechanical Plans o Electrical Plans o Building Sections o Reflected Ceiling Plans o Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. o Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. o Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. o Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	70
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	85
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	40

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➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	25
Respondent Total:	512
Maximum Points Possible:	**700**

Evaluation Scoring Sheet
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Design-Build for Design and Construction Services for OC Animal Care Facility

Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: Snyder Langston **Evaluator:** 4 **Date:**_____

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	20
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	360

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o Exterior Building Elevations (A minimum of (1) elevation shall be in color). o Mechanical Plans o Electrical Plans o Building Sections o Reflected Ceiling Plans o Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. o Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. o Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. o Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	80
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	95
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	70

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➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	30
Respondent Total:	655
Maximum Points Possible:	**700**

Evaluation Scoring Sheet
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Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: Pinner **Evaluator:** 4 **Date:**_____

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	18
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	351

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o Exterior Building Elevations (A minimum of (1) elevation shall be in color). o Mechanical Plans o Electrical Plans o Building Sections o Reflected Ceiling Plans o Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. o Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. o Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. o Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	90
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	95
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	70

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➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	30
Respondent Total:	654
Maximum Points Possible:	**700**

Evaluation Scoring Sheet
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Design-Build for Design and Construction Services for OC Animal Care Facility

Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: Oltmans **Evaluator:** 4 **Date:**

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	20
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	355

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o Exterior Building Elevations (A minimum of (1) elevation shall be in color). o Mechanical Plans o Electrical Plans o Building Sections o Reflected Ceiling Plans o Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. o Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. o Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. o Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	80
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	95
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	70

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➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	30
Respondent Total:	450
Maximum Points Possible:	**700**

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Design-Build for Design and Construction Services for OC Animal Care Facility

Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: PINNACLE | GKK **Evaluator:** 5 **Date:** 3/7/16

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	16
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	293

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o Exterior Building Elevations (A minimum of (1) elevation shall be in color). o Mechanical Plans o Electrical Plans o Building Sections o Reflected Ceiling Plans o Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. o Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. o Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. o Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	40
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	70
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	50

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➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	15
Respondent Total:	484
Maximum Points Possible:	**700**

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Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: SNYDER / RFA / TOIT **Evaluator:** 5 **Date:** 3/7/16

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	18
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	338

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o Exterior Building Elevations (A minimum of (1) elevation shall be in color). o Mechanical Plans o Electrical Plans o Building Sections o Reflected Ceiling Plans o Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. o Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. o Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. o Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	50
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	50
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	55

Evaluation Scoring Sheet
Request for Proposals
RFP # 080-C006276-HH
OC PUBLIC WORKS
Design-Build for Design and Construction Services for OC Animal Care Facility

➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	20
Respondent Total:	531
Maximum Points Possible:	**700**

Evaluation Scoring Sheet
Request for Proposals
RFP # 080-C006276-HH
OC PUBLIC WORKS
Design-Build for Design and Construction Services for OC Animal Care Facility

Score: 700 points maximum

Scores ranging from 0 as "Unacceptable", mid-score as "Satisfactory" to maximum points possible as "Excellent".

Respondent: OLTYMANS/DRA/BDA **Evaluator:** 5 **Date:** 3/7/16

CRITERIA	Total Points
A: Proposal Summary Statement/Basis of Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**20**
➢ Demonstrates understanding of County's overall needs, basis of design, and programmatic and technical requirements ➢ Technical Summary Statement provides adequate detail of design highlights and identifies elements that exceed minimum standards of the RFP ➢ Identifies appropriate resources and knowledge to meet County's stated objectives	15
B: Technical Design *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**375**
➢ Provides sufficient drawings and plans with adequate level of design, development, and detail as required in the RFP to obtain subcontractor and material bids to establish a guaranteed maximum price. ➢ System Design shall demonstrate practicality of design and systems/equipment proposed to exhibit understanding of County needs and requirements ➢ Design and Construction shall address features provided for on-going operations and facility maintenance specifically to: o Provide sufficient building layout to ensure adequate operational circulation, functionality, and efficiency ➢ Design shall exhibit an assurance of security and safety for animals, staff, and public ➢ Design shall exhibit acceptable Aesthetics, odor control, and noise control ➢ Design shall include the following and shall comply/adhere to Section III, Program Requirements: o 3-Dimensional renderings to demonstrate material and spatial quality. At a minimum provide: (1) perspective from an external viewpoint; and (1) perspective from an internal viewpoint of a primary public space and/or animal housing area. o Site Plan- Architectural o Site Plan- Utilities o Site Plan- Landscaping o Floor and Roof Plans o Structural Plans	321

Evaluation Scoring Sheet
Request for Proposals
RFP # 080-C006276-HH
OC PUBLIC WORKS
Design-Build for Design and Construction Services for OC Animal Care Facility

o Exterior Building Elevations (A minimum of (1) elevation shall be in color). o Mechanical Plans o Electrical Plans o Building Sections o Reflected Ceiling Plans o Enlarged plans and interior elevations of a typical animal enclosure, for each type of animal housing. Drawing format shall be in accordance with the County of Orange Architect-Engineer (A-E) Guide, Version April 20, 2015, section 7 Technical Requirements for Drawings and Electronic Document Submissions.	
C: Value Added Enhancements *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide Basis of Design (BOD) narratives (up to 6 single-sides or 3 double-sided, 8½" x 11") description of value-added enhancements with their cost. Value Added Enhancements shall not be part of your Price Proposal. Include ideas surpassing the requirements of the project or new ideas not expressed in the project description documents that would improve the value of the project. Provide anticipated results of the changes including quantitative evidence where possible. o Lifecycle cost reductions by first (initial) cost or use of technology. Explain any changes in system for mechanical, electrical, plumbing, security, finishes, or other systems. o Explain any proposed ideas to enhance the facility in terms of operation, maintenance, lifecycle cost / total cost of ownership. o Aesthetic enhancements to public face of facility. Explain any proposed upgrades in materials or design that would improve the outward appearance of the facility.	50
D: Schedule *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**100**
➢ Proposal shall provide a proposed design and construction critical path schedule showing proposed progress from award, including design and start of construction through completion, including significant milestones, such as site work, utilities, foundation, structure, and landscaping. Proposed schedule shall be cost loaded to show anticipated expenditures by significant milestone per proposed contract price.	50
E: Key Personnel and Subcontractor/Skilled Labor Force *Respondent's RFP response demonstrates the necessary expertise in the following areas:*	**75**
➢ Names, titles and resumes of key personnel to be assigned to project. Licenses & certifications, years of related experience and length of time with Contractor and Design firm. Resumes describe adequate experience to perform Design Build for a Animal Care Facility. ➢ Proposed Consultants (if any) identified, number of projects and years collaboration	45

Evaluation Scoring Sheet
Request for Proposals
RFP # 080-C006276-HH
OC PUBLIC WORKS
Design-Build for Design and Construction Services for OC Animal Care Facility

➢ Evidence of good working relationships with municipalities and other governmental agencies. ➢ Proposal shall provide a list of all anticipated subcontractor(s) by Design-Builder to perform services. Substitution or addition of Design-Builder's subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.	
F: Overall Quality of Proposal *Respondent's **RFP** response demonstrates the necessary expertise in the following areas:*	**30**
➢ Completeness of proposal in accordance with RFP instructions. ➢ RFP requirements are addressed and adhered to. ➢ No exceptions or minimal exceptions submitted.	17
Respondent Total:	498
Maximum Points Possible:	**700**

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Snyder/RFA/Trait **Evaluator:** 1

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	25
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	25
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	25
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	25
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	25
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	25
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	25
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	25
	Total Points	200

Bold: pop questions to DB Teams

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Pinner **Evaluator:** 1

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	20
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	20
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	20
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	20
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	20
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	20
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	20
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	20
	Total Points	160

Bold: pop questions to DB Teams

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Dltmans **Evaluator:** 1

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	15
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	15
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	15
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	15
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	15
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	15
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	15
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	15
	Total Points	120

Bold: pop questions to DB Teams

Questions - Interviews
RFP # 080-C006276-HH
OC PUBLIC WORKS
OC Animal Care Facility

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Snyder/Langston **Evaluator:** 2

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	25
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	22
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	25
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	25
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	25
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	20
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	23
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	25
	Total Points	190

Bold: pop questions to DB Teams

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Dinner **Evaluator:** 2

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	20
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	20
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	22
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	23
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	23
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	20
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	15
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	20
	Total Points	163

Bold: pop questions to DB Teams

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Oltmans **Evaluator:** 2

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	20
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	20
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	25
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	25
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	25
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	25
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	15
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	23
	Total Points	178

Bold: pop questions to DB Teams

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Snyder **Evaluator:** #3

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	22
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	20
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	25
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	20
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	25
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	20
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	25
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	25
	Total Points	182

Bold: pop questions to DB Teams

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Pinner **Evaluator:** #3

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	20
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	22
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	20
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	20
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	20
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	25
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	22
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	25
	Total Points	174

Bold: pop questions to DB Teams

Questions - Interviews
RFP # 080-C006276-HH
OC PUBLIC WORKS
OC Animal Care Facility

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Oltmans **Evaluator:** #3

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	18
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	20
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	20
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	18
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	22
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	25
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	20
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	25
	Total Points	168

Bold: pop questions to DB Teams

Questions - Interviews
RFP # 080-C006276-HH
OC PUBLIC WORKS
OC Animal Care Facility

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Snyder Langston **Evaluator:** 4

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	20
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	20
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	25
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	20
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	25
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	25
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	25
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	25
	Total Points	185

Bold: pop questions to DB Teams

Questions - Interviews
RFP # 080-C006276-HH
OC PUBLIC WORKS
OC Animal Care Facility

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Pinner **Evaluator:** 4

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	20
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	15
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	20
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	20
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	20
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	20
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	20
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	15
	Total Points	150

Bold: pop questions to DB Teams

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: DHmans **Evaluator:** 4

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	20
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	20
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	20
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25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	20
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	25
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	15
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	20
	Total Points	165

Bold: pop questions to DB Teams

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Snyder **Evaluator:** 5

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	20
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	15
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	20
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	20
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	20
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	20
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	20
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	25
	Total Points	160

Bold: pop questions to DB Teams

Questions - Interviews
RFP # 080-C006276-HH
OC PUBLIC WORKS
OC Animal Care Facility

QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Pinner **Evaluator:** 5

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	20
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	20
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	20
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	20
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	20
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	15
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	15
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	20
	Total Points	150

Bold: pop questions to DB Teams

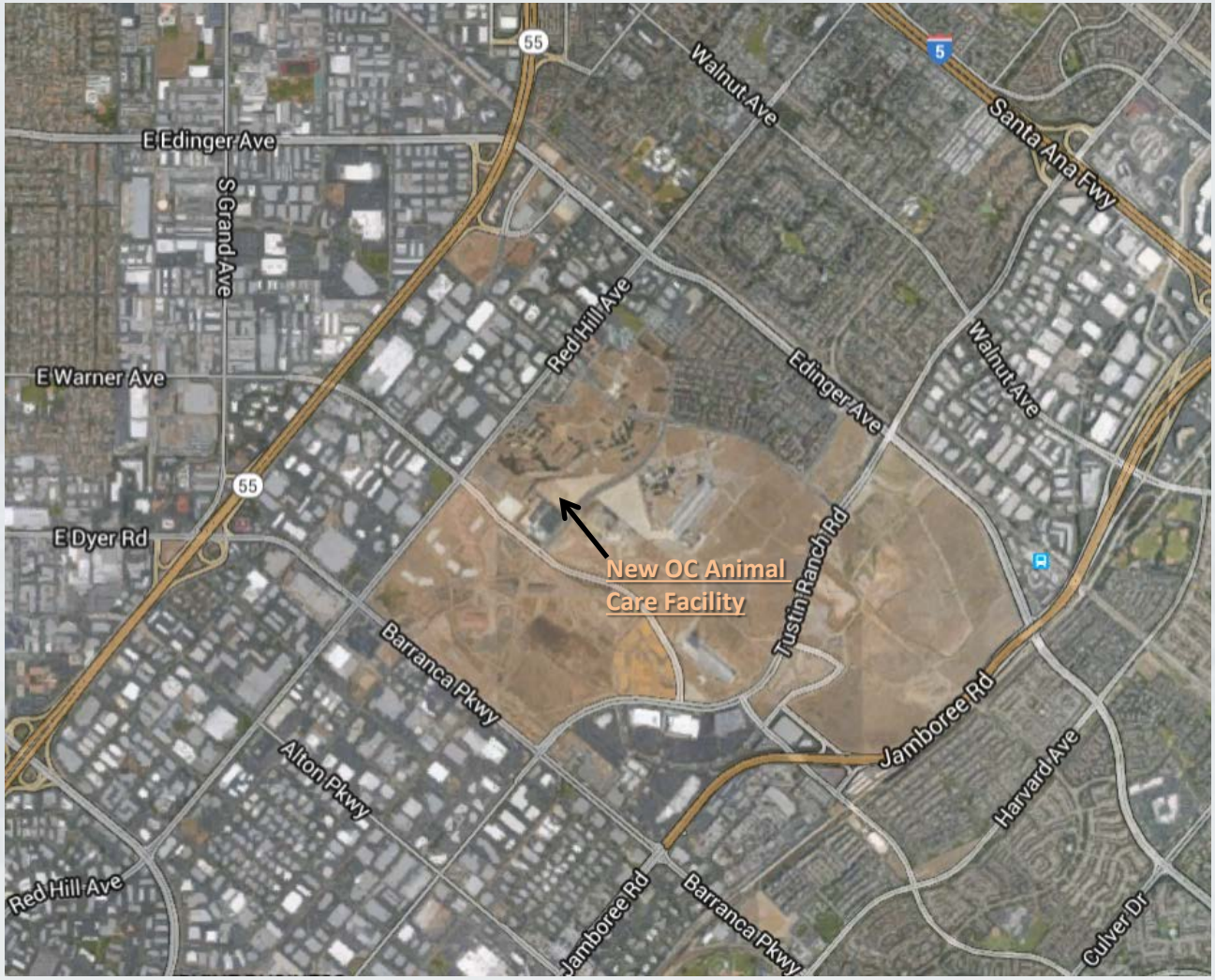
QUESTIONS FOR BIDDER INTERVIEW: 200 Points
FOR TEAM USE

DB Team: Oltmans **Evaluator:** 5

Points (maximum)	Question	Total
25	1) Present your project schedule from NTP through project completion and identify potential design, construction, cost, and schedule risks. How will your team mitigate these risks?	25
25	2) Please describe your proposed project manager's and design manager's specific experience in comparable Design -Build projects. How will they work together during the design and construction phases?	20
25	3) Based upon the requirements in the RFP, have you observed any opportunities for Value Engineering or efficiency enhancements to project delivery means and methods?	20
25	4) How do you anticipate using the project D-B team contingency and Owner contingency?	20
25	5) Discuss your methods for fast-tracking this project, both from a procurement stand point and from a construction means and methods stand point.	25
25	6) How will you engage stakeholders (employees, city representatives, advocates) to ensure satisfaction with the final product?	20
25	**7) Please discuss your relationships with the agencies having authority over this project; how will you insure that all permits required will be obtained so as not to impact the critical path of the schedule?**	15
25	**8) What attributes does your team possess that enhances your capability to support this type of project? Why do you believe these attributes distinguish your team from others?**	20
	Total Points	165

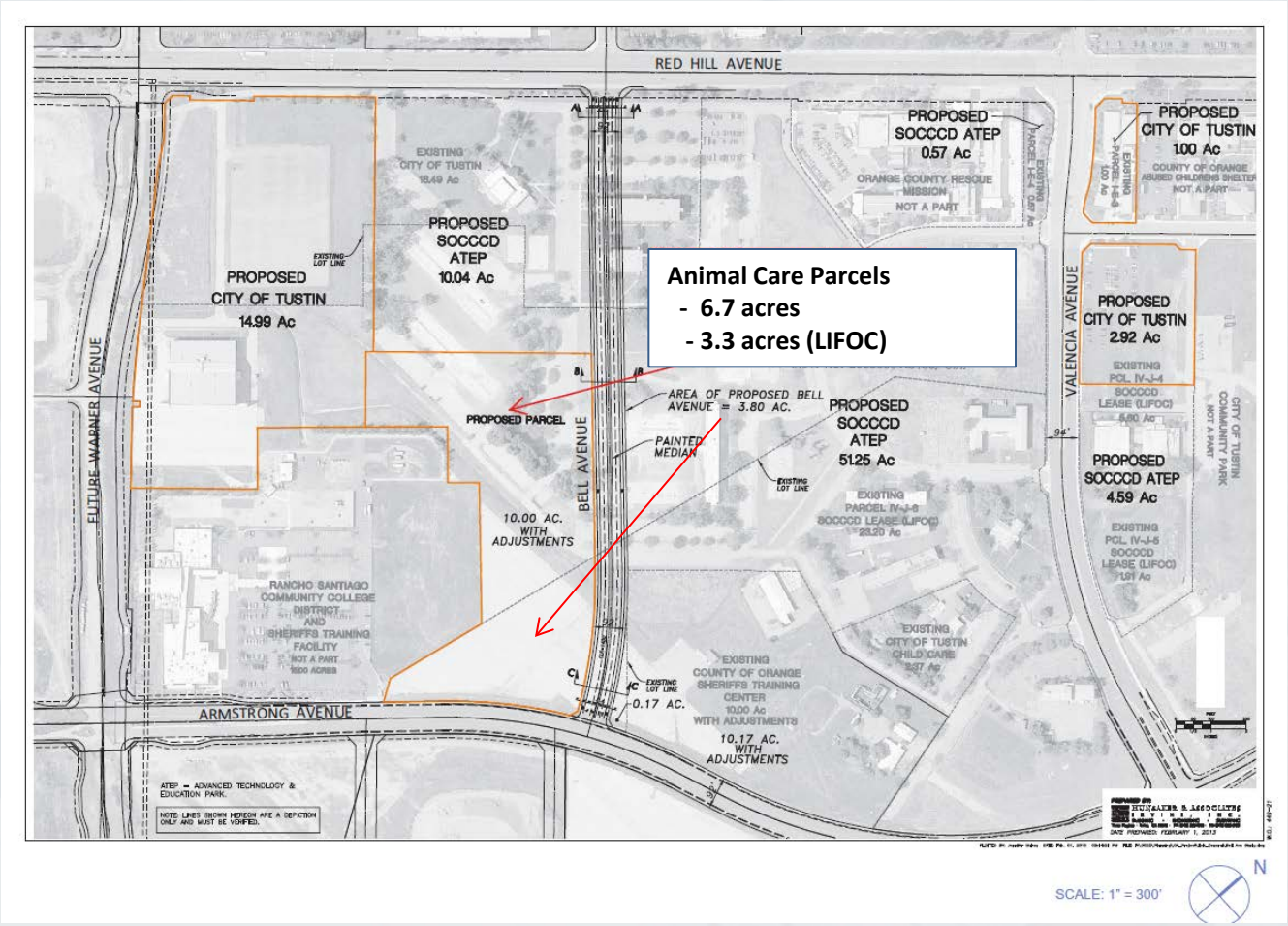
Bold: pop questions to DB Teams

OC Animal Care Facility - Location



OC Public Works

OC Animal Care Facility – Site Parcels



OC Public Works

DESIGN ADVISORY BOARD
OC ANIMAL CARE NEW SHELTER PROJECT

The Design Advisory Board shall be created to provide representation of OC Animal Care stakeholder groups in the process of the new shelter project. Membership of the Design Advisory Board shall be composed as follows:

- Three (3) representatives of cities contracted with OC Animal Care selected as set forth in the Participation Agreement
    - Two (2) chosen from contract cities each representing over 8% of total Shelter usage
    - One (1) chosen by mutual agreement of remaining contract cities
- Three (3) representatives of rescue groups
    - Chosen by random selection from OC Animal Care Adoption Partners list
- Two (2) representatives of the Community Outreach Committee
    - Chosen by Community Outreach Committee Chair
- Two (2) representatives of OC Animal Care staff
    - One (1) member chosen by OCEA
    - One (1) member chosen by Teamsters Union
- One (1) representative of the veterinary community, not employed by OC Animal Care
    - Chosen by the Southern California Veterinary Medical Association

The Design Advisory Board will meet with members of OC Public Works, the selected Design-Build contractor and related sub-contractors, and OC Animal Care to review architectural drawings and make suggestions for design refinements and/or aesthetical changes. The Design Advisory Board will be staffed jointly by OC Public Works and OC Animal Care.

The County is not bound by the recommendations of the Design Advisory Board. However, the County shall, in good faith, reasonably consider the input of the Design Advisory Board in making determinations regarding the design of the new Shelter.

The selection process to determine the Design Advisory Board members will begin immediately upon award of the Design-Build contractor. The date of the first meeting will be held no later than 30 days from approval of Design Build contract by the OC Board of Supervisors. Follow up meetings will be determined by the members of the Design Advisory Board, as needed.

4/4/16

County Executive Office

S32D

Memorandum

April 6, 2016

2016 APR -6 PM 4:46

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a supplemental for the April 12, 2016 Board Hearing Meeting.

Agency: **OC Community Resources**
Subject: **New Animal Shelter Agreement and Revised Agreement for OC Animal Care Services**
District: **All Districts**

Reason for supplemental: The Agenda Staff Report and attachments were not finalized until after the Clerk of the Board's filing deadline. Therefore, they could not be submitted by the filing deadline. This Agenda Staff Report needs to be scheduled for the April 12, 2016 Board meeting.

Concur: _____
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S32D
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 4/12/2016

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: OC Community Resources

DEPARTMENT HEAD REVIEW: *Department Head Signature*

DEPARTMENT CONTACT PERSON(S): Steve Franks (714) 480-2788
Connie Chang (714) 480-2990

SUBJECT: New Animal Shelter Agreement and Revised Agreement for OC Animal Care Services

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
CEO Signature	Approve Agreements to Form *Action* *County Counsel Signature*	Discussion 3 Votes Board Majority

Budgeted: No **Current Year Cost:** $5,000,000 **Annual Cost:**
FY 2016-17 $25,000,000
FY 2017-18 $5,000,000

Staffing Impact: No **# of Positions:** **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: General Fund: 14%, Cities: 86% **County Audit in last 3 years**: 2015

Prior Board Action: 10/21/2008 #32

RECOMMENDED ACTION(S)

1. Make the following California Environmental Quality Act findings:

   a. The City of Tustin, as lead agency under CEQA for the Reuse and Disposal of the MCAS Tustin property project, certified FEIS/EIR on January 16, 2001 and approved Addendum (Ord. No. 1406) on September 13, 2011 for a minor Specific Plan Amendment of which the proposed project is a part of. The County of Orange as a responsible agency under CEQA Guidelines section 15381 has reviewed and considered the Final EIS/EIR and the Addendum prepared by the City and the Property Exchange Agreement Addendum to the City's FEIS/EIR approved by the South Orange County Community College District Board of Trustees on December 6, 2011, and certifies that it has done so, pursuant to CEQA Guidelines section 15050(b).

   b. There are no significant environmental effects within the jurisdiction of the County of Orange which require a finding on the part of the County of Orange.

c. The circumstances of the project are substantially the same as described in EIS/EIR and the Addenda and no substantial changes have been made in the project, no substantial changes have occurred in the circumstances under which the project is being undertaken, and no new information of importance to the project which was not known or could not have been known when the previous EIS/EIR and Addenda were certified and approved have become known.

d. Adoption and implementation of those feasible mitigation measures related to those aspects of the project are within the separate authority of the County of Orange pursuant to CEQA Guidelines section 15096 (g)-(h). As a responsible agency, the County of Orange is authorized, pursuant to Guidelines section 15096, to rely on the EIS/EIR and Addendum certified and approved by the City of Tustin and the Addendum approved by the South Orange County Community College District Board of Trustees.

2. Find that the County of Orange hereby adopts and will implement those feasible mitigation measures related to those aspects of the project, if any, that are within its separate authority, pursuant to Guidelines section 15096 (g)-(h).

3. Approve the Participation Agreement, to be entered into with those Orange County cities electing to contract, for participation in the funding of up to $35,000,000, for the development of the new Animal Shelter at the former Marine Corps Air Station Tustin site.

4. Approve the Agreement for Provision of OC Animal Care Services, for a term of 10 years, to be entered into with any Orange County cities electing to participate, and to replace all current animal care services agreements not being terminated under Recommended Action 6 and approve the Services Agreement for animal care services with contracted cities.

5. Authorize the OC Community Resources Director or designee to execute both the Participation Agreement and the revised Agreement for Provision of OC Animal Care Services, as referenced in Recommended Actions 3 and 4, for those cities that elect to contract with the County by April 30, 2016 or that notify the County prior to April 30, 2016 that they have agendized recommending approval of such agreements by May 31, 2016 and whose city council approves by that date.

6. Authorize the OC Community Resources Director or designee to issue a Notice of Termination to those cities currently under contract who are not electing to participate in the new 10-year Agreement for Provision of OC Animal Care Services to be effective with the opening of the new OC Animal Shelter with an estimated completion date of October 2017.

SUMMARY:

Approval and authorization for OC Community Resources to enter into the Participation Agreement with contract cities and to enter into the revised Agreement for Provision of OC Animal Care Services with contracting cities will allow for the payment of construction costs for a new animal shelter, provide additional security for the Participation Agreement and new Animal Shelter and maintain consistency in enforcement across the respective OC Animal Care service areas.

BACKGROUND INFORMATION:

The current Orange County Animal Shelter was built in 1941 and due to aging of the existing structure and evolving operational needs, a new facility is required. The need to replace the over 70 year old shelter was further emphasized following the release of two reports by the Orange County Grand Jury in May

2015 and June 2015, as well as a separate performance audit conducted by the Office of the Performance Audit which was received and filed by the Board in March 2015.

In 1995, the Board allocated $5 million in general funds for the development of a new Animal Shelter facility, of which $138,000 has already been spent on site and concept development and requested land from the Marine Corps Air Station (MCAS) Tustin Local Reuse Authority for the relocation of a new shelter. In 2015, a parcel of land was identified and confirmed for OC Animal Care's use at the former MCAS Tustin site for the new animal shelter. With County control of this parcel, construction should commence in July 2016 and the new shelter is expected to be completed by the end of October 2017. Funds that have already been spent will be reimbursed from Fund 16D, which was established in 2016 to account for all expenditures and revenues related to the new shelter.

It is estimated that the construction and development costs of the new animal shelter will not exceed $35 million based on current operations of serving the 18 contract cities and the unincorporated areas of Orange County. The actual cost and scale of the new animal shelter may be modified based on the number of cities that authorize the Participation Agreement by May 31, 2016. The Participation Agreement provides that the County will contribute $5 million while OC Animal Care's contract cities will fund the remaining amount, which is allocated on a participation formula based on a historical five-year average of days that animals receive board and care at OC Animal Care from each city.

While each city has the option of paying its proportional amount of the new animal shelter costs upfront, an option to pay over 10 years as services are received and based on actual funding costs will be available. No city will be added to the OC Animal Care program for either the Participation Agreement or the Agreement for the Provision of OC Animal Care Services for a period of three years after the initial contract execution to allow for appropriate sizing and establishment of operational protocols for the new shelter. After this three year period, new cities who wish to join will be required to pay an amount equivalent to a pro-rata portion of the construction costs. These additional payments will first be applied toward any necessary shelter expansion and the remainder will be deposited into a shelter maintenance and repair fund to offset future maintenance costs.

An offer to sign the new shelter Participation Agreement has been extended to the 18 cities that currently contract with OC Animal Care. In addition, several cities that do not currently contract services with OC Animal Care have expressed interest in the participation of both the new animal shelter and animal care services based on quotes provided. Should additional cities elect to participate, the maximum costs of the new animal shelter will remain at the $35 million estimated cost. This addresses the Performance Audit recommendation that OC Animal Care management should address long-term financing agreements, separate from its existing operating agreements, with Contract Cities for the construction of any new animal shelter.

The County of Orange has been contracting with cities to provide animal care services since 1989. On October 21, 2008, the Board approved the Master Agreement for Provision of OC Animal Care Services to provide animal care services to cities that elect to contract with the County and allowed the OC Community Resources (OCCR) Director or designee to renew future OC Animal Care services agreements. Since that time, OC Animal Care has been providing animal care services to 18 contract cities. OCCR/OC Animal Care is now requesting approval of a 10-year service agreement with OC Animal Care's contract cities for provision of animal care services to replace the existing agreement for all cities electing to participate in the Participation Agreement. Agreements are executed with individual cities to confirm the provision of specific animal care services to be provided to their jurisdiction and recover the associated service cost through approved user fees and contract city payments.

Similar to the existing agreement, the new 10-year agreement confirms that the County will issue an annual notice of intent which will include the specification of annual costs for each contract city and will be signed by an authorized city representative. Services may be terminated by the County immediately upon default by a city under either the Agreement for the Provision of OC Animal Care Services or the Participation Agreement. However, the right of either party to terminate without cause has been deleted from the Agreement for the Provision of OC Animal Care Services, as the agreement is intended to be binding for 10 years, subject to annual appropriations by the County.

Additional changes in the proposed agreement from the current agreement include the following items: 1) both the contracted cities and the County may agree to individualize services if the resulting service level will not conflict with State or Federal statutes and not endanger public health; 2) contracted cities may adopt fee amounts that may differ from the County's fee schedule; 3) the Financial Officers Advisory Board will be changed to the City Manager's Animal Care Committee and will be constituted at the discretion of the participating cities; 4) and the County will engage an external auditor to review city billings. In addition, this agreement calls for the creation of a Design Advisory Board to advise OC Animal Care and OC Public Works on design and construction of the new OC Animal Care Facility. The County Executive Office will bring together a Design Advisory Board to work with the contractor which includes representatives from contract cities, rescue groups, Community Outreach Committee, OC Animal Care Staff and the veterinary community as shown in Attachment E. Additionally, OC Animal Care and OC Public Works will collaborate to host public forums to obtain public input on the work of the Design Advisory Board and the contractor. It is intended that this 10-year service agreement be executed simultaneously with the Participation Agreement. Contract terms will require quarterly payments by each city to the County based on their actual service usage.

The Participation Agreement and the Agreement for the Provision of OC Animal Care Services do not contain the County standard insurance or indemnification language. This language has been reviewed by both County Counsel and Risk Management and deemed acceptable. With respect to indemnification, both contracts provide an indemnification whereby both parties agree to defend, indemnify and hold each other and their officers, employees and agents harmless from and against any liabilities resulting from actions taken by the indemnifying party with respect to their obligations under the relevant agreement.

OCCR requests the Board approve the Participation Agreement and the Agreement for the Provision of OC Animal Care Services for participation in the funding of the new animal shelter and for the provision of animal care services, as referenced in the Recommended Actions, for those cities that elect to contract with the County by April 30, 2016. Staff will report back to the Board at a later date for a full list of cities that are electing to contract with the County.

Compliance with CEQA: The City of Tustin, as lead agency under CEQA for a minor Specific Plan Amendment project of which the proposed project is a part of made a finding that Final EIS/EIR previously certified on January 16, 2001, by the City and Addendum (Ord. No. 1406) approved on September 13, 2011 satisfy the requirements of CEQA for the proposed project. The County of Orange is authorized to rely on the documents certified and approved by the City of Tustin, and the Addendum approved by South Orange County Community College District (SOCCCD) Board of Trustees for funding construction of an animal care shelter and the ongoing operation thereof. A responsible agency is authorized to rely on the FEIS/EIR and Addenda certified and approved by the City of Tustin and by the South Orange County Community College District Board of Trustees pursuant to Section 15381 of the CEQA Guidelines.

FINANCIAL IMPACT:

An adjustment of $5,000,000 to transfer General Fund Reserves into the newly established Fund 16D will be requested as a 3rd Quarter Budget Adjustment, $25,000,000 in appropriations will be included as part of the Recommended FY 2016-17 Budget and $5,000,000 will be included in the FY 2017-18 Budget submission. Considering the repayment from the cities over the next 10 years, OC Community Resources, OC Animal Shelter Fund 16D will borrow $22,000,000 in FY 2016-17 and $2,000,000 in FY 2017-18. FY 2016-17 Recommended Budget will include necessary resolutions for borrowing.

Below is a project cost and funding summary for the entire project. For detailed explanations of the estimated total project cost, please refer to the Agenda Staff Reports (ASRs) submitted by CEO Real Estate (Amended Exchange Agreement and Lease for OC Animal Care Center) and OC Public Works (Award Orange County Animal Care Facility Design-Build). Both ASRs will also be presented for Board consideration on April 12, 2016.

OC Animal Care Project Cost and Funding Summary:

OC Public Works ASR – Award Orange County Animal Care Facility Design-Build Contract:	
D-BE Base Scope of Services	$24,993,888*
OC Animal Care Program Elements	$ 2,016,112*
Three Additional Kennel Buildings (as necessary)	$ 4,200,000*
Site Access & Security Requirements	$ 500,000*
SOCCCD Common Driveway ***	$ 300,000*
Furniture, Fixtures & Equipment	$ 815,000*
Total Design-Build Contract	**$32,825,000***
SOCCCD's share of Common Driveway ***	($ 150,000)
County Administration / Permit Fees	$ 500,000****
RFP Submittal Stipends	$ 100,000
OC Public Works Subtotal	**$33,275,000**
CEO Real Estate ASR – Amended Exchange Agreement and Lease for OC Animal Care Center:	
SOCCCD Agreement – Bell Ave.	$ 675,000
SOCCCD Agreement – Demolition	$ 500,000
SOCCCD Agreement – Bell Ave. Utilities **	$ 500,000
SOCCCD Agreement - Common Driveway ***	($ 0)
Title/Escrow	$ 25,000
CEO Real Estate Subtotal	**$1,700,000**
Total Project Cost	**$34,975,000**
OC Community Resources ASR – New Animal Shelter Agreement and Revised Agreement for Animal Care Services:	
County's Share of total Project Cost	$ 5,000,000
Cities Share of total Project Cost	$30,000,000
Total Estimated Project Funding	**$35,000,000**

* Items included in the D-BE not to exceed contract of $32,825,000

** Bell Ave. Utilities - Based on our initial study the current size/capacity of the planned wet utilities are more than adequate for our project and there should be no additional costs.

*** Common Driveway – The D-BE contract includes $300,000 for the estimated cost for the design and construction of the Common Driveway. The County and SOCCCD will equally share the cost for the Common Driveway. SOCCCD will reimburse the County $150,000, 50% of the cost of the Common Driveway. The County's $150,000 share for the Common Driveway is included in OCPW's Design Build Contract.

**** County Administration / Permit Fees – Included to reflect the total project cost.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Participation Agreement
Attachment B - Agreement for Provision of OC Animal Care Services
Attachment C - Redline Agreement for Provision of OC Animal Care Services
Attachment D - Risk Assessment of Insurance Terms Form
Attachment E - Design Advisory Board

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT, dated for reference as of _____, 2015 (the "AGREEMENT"), is by and among the COUNTY OF ORANGE (the "COUNTY"), and the cities of [Participating cities subject to change] ANAHEIM, BREA, CYPRESS, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE, HUNTINGTON BEACH, LAGUNA HILLS, LAKE FOREST, ORANGE, PLACENTIA, RANCHO SANTA MARGARITA, SAN JUAN CAPISTRANO, STANTON, TUSTIN, VILLA PARK, and YORBA LINDA (each, a "CITY," and collectively, the "CITIES" and, together with the County, the "PARTIES").

RECITALS

A. WHEREAS, COUNTY and each CITY are, or concurrent with the execution of this AGREEMENT, will become, parties to an Agreement for Provision of OC Animal Care Services (the "SERVICES AGREEMENTS"), pursuant to which COUNTY provides animal care services ("SERVICES") in the jurisdictional boundaries of the signatory cities, and;

B. WHEREAS, COUNTY provides the SERVICES to the CITIES, as well as to the unincorporated areas of the COUNTY, through OC Animal Care ("OCAC"), and;

C. WHEREAS, COUNTY owns, and through OCAC operates, an animal care shelter facility at 561 The City Drive South, Orange, California (the "EXISTING SHELTER"), and;

D. WHEREAS, the PARTIES agree that, owing to the age and condition of the EXISTING SHELTER, it is now desirable to construct a new facility (the "NEW SHELTER") in which to provide enhanced shelter and care services which will benefit the citizens of each of the PARTIES, and;

E. WHEREAS, the PARTIES acknowledge that the construction of the NEW SHELTER will impact the operational costs of providing SERVICES pursuant to the SERVICES AGREEMENTS, which costs are shared among the parties in proportion to their usage of the SERVICES; and

F. WHEREAS, each PARTY agrees that the construction of the NEW SHELTER is a benefit to, and necessary to meet the social needs of, each PARTIES' respective citizens, and, therefore, the PARTIES desire to enter into this AGREEMENT to set

forth terms governing the construction of the NEW SHELTER and the allocation among the PARTIES, and the method of payment of, the increased costs of SERVICES resulting from the construction of the NEW SHELTER.

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants and conditions contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the PARTIES agree as follows:

1. Design & Construct

1.1. **COUNTY Responsibilities**: COUNTY shall be responsible for the design; preparation of all studies, analyses and documents necessary to deliver the NEW SHELTER, including any CEQA environmental documentation; obtaining all permits; administration; and construction of the NEW SHELTER.

1.2. **Site**: Construction of the NEW SHELTER is sited for the 10 acre area of land on the Old Tustin Air Force Base located at the 1500 block of Armstrong Avenue in Tustin, CA and identified on Exhibit A, attached hereto (the "SITE").

1.3. **Design Concept**: COUNTY has developed the initial design concept of the NEW SHELTER, attached hereto as Exhibit B. The design of the NEW SHELTER is scalable based on usage needs. COUNTY shall use best efforts to scale the final design of the NEW SHELTER to a size reasonably appropriate for the total requirements of those CITIES that elect to be parties to this AGREEMENT.

1.4. **Project Development:** COUNTY has or shall retain the services of a licensed design-build contractor ("CONTRACTOR") to perform further design and all engineering, planning, preparation of plans and specifications, and complete construction of the NEW SHELTER, including construction management and post-construction activities, pursuant to a written agreement between COUNTY and CONTRACTOR, as the same may be amended from time to time (the "CONSTRUCTION CONTRACT").

1.5. **Design Advisory Board:** COUNTY shall establish a Design Advisory Board (the "DESIGN ADVISORY BOARD") to provide input to COUNTY regarding the design of the NEW SHELTER. COUNTY shall, in good faith, reasonably consider the input of the DESIGN ADVISORY BOARD in making COUNTY'S determinations regarding the design of the NEW SHELTER.

Nevertheless, COUNTY is not bound to follow the recommendations of the DESIGN ADVISORY BOARD and the ultimate determination as to the design of the NEW SHELTER rests entirely with COUNTY. The DESIGN ADVISORY BOARD shall consist of at least three staff members from the City Managers Association Animal Care Committee referenced in Paragraph IV of Exhibit A of the SERVICES AGREEMENT. At least two (2) of the staff members shall be chosen collectively by those CITIES whose shelter usage each individually constituted more than eight percent (8%) of total usage of the EXISTING SHELTER for fiscal year 2014/2015. The third staff member shall be chosen by mutual agreement of the remaining CITIES.

1.6. **Use of NEW SHELTER.** The completed NEW SHELTER shall be owned by COUNTY and shall be used by COUNTY for the provision of SERVICES for contracting cities and COUNTY unincorporated areas, as needed, pursuant to the terms of current and future SERVICES AGREEMENTS. In the event COUNTY elects to discontinue usage of the NEW SHELTER for animal sheltering purposes prior to December 31, 2066, COUNTY shall offer to those CITIES then currently contracting with COUNTY to receive SERVICES pursuant to a SERVICES AGREEMENTS the opportunity to lease the NEW SHELTER strictly for animal sheltering purposes until such date, at a costs of $1.00 per year plus all rental costs, if any, owed to SOCCCD pursuant to the Ground Lease to be entered into between COUNTY and SOCCCD pursuant to the LETTER OF INTENT defined below (the "GROUND LEASE"). Each and every CITY exercising this option shall be responsible for all operational costs; utility costs; maintenance, alteration, repair and improvement costs; and any other costs of sustaining and operating an animal shelter at the SITE and shall indemnify COUNTY for any costs or liabilities resulting from or relating to the SITE. Upon exercise of the option, the COUNTY and the optioning CITIES shall use best efforts to negotiate mutually agreeable terms for the resulting lease. If the PARTIES cannot agree to mutually agreeable terms within one hundred and eighty (180) days after the exercise of the option, the option will terminate. The option provided for in this subsection is exclusive to those CITIES described above and may only be exercised collectively by those CITIES that elect to exercise the option or, if only one CITY wishes to do so, by that single electing CITY. The option must be exercised, if at all, within one hundred and eighty (180) days after COUNTY notifies CITIES of its decision to discontinue use of the NEW SHELTER for animal sheltering purposes. The option provided herein shall be contingent upon the GROUND LEASE not terminating by its terms prior to

COUNTY obtaining fee hold possession of the SITE. In the event COUNTY does not yet have fee hold possession of the SITE as of April 29, 2034, the expiration date of the GROUND LEASE, COUNTY shall, at least six months prior to that date, consult with those CITIES then contracting with COUNTY for SERVICES regarding proposed methods of accessing continued use of the SITE. Upon execution of the GROUND LEASE, COUNTY and CITIES shall consult regarding any assistance CITIES can provide to facilitate and expedite conveyance of the SITE to COUNTY.

1.7. **Contingency:** All obligations created by this Agreement are contingent upon the full execution of the GROUND LEASE and receipt of possession of the SITE by COUNTY.

2. Construction Costs Allocation

2.1 **Total Costs**: Total cost of NEW SHELTER construction shall include: a) all design development costs; b) all costs incurred by COUNTY pursuant to the CONSTRUCTION CONTRACT; c) all site preparation costs; d) all costs of fixtures; e) all costs incurred by COUNTY under the Amended and Restated Agreement for the Exchange of Real Property to be entered into between COUNTY and the South Orange County Community College District (the "SOCCCD") pursuant to the Letter of Intent Regarding the Proposal to Ground Lease SOCCD Exchange Parcel to County of Orange For Development as Animal Care Center/Amendment of County-SOCCCD Land Exchange Agreement, which Letter of Intent is attached hereto as Exhibit C (the "LETTER OF INTENT"), as the same may be amended from time to time, as well as any costs incurred pursuant to the LETTER OF INTENT itself; and f) any and all other costs incurred by COUNTY for any construction or construction related activity on the Site incurred in connection with the NEW SHELTER (the "ACTUAL CONSTRUCTION COSTS"). The maximum amount to be paid hereunder as ACTUAL CONSTRUCTION COSTS is set forth on Exhibit D, attached hereto (the "MAXIMUM CONSTRUCTION COSTS"). Upon completion of the NEW SHELTER, COUNTY shall provide CITIES with a full accounting of the application of all funds spent on ACTUAL CONSTRUCTION COSTS.

2.2 **COUNTY's Contribution**: COUNTY shall contribute toward the construction of the NEW SHELTER the land upon which the NEW SHELTER shall be constructed and five million dollars ($5,000,000.00) to be applied toward

MAXIMUM CONSTRUCTION COSTS. Any COUNTY funds paid by COUNTY toward ACTUAL CONSTRUCTION COSTS on or after the execution of this AGREEMENT shall count toward the $5,000,000 to be contributed by COUNTY and will be applied toward costs of construction as necessary to cover any discrepancy between available CITY payment funds and ACTUAL CONSTRUCTION COSTS as they become due and payable.

2.3 **CITIES' Contribution**: The remainder of MAXIMUM CONSTRUCTION COSTS beyond the five million dollars ($5,000,000.00) paid by COUNTY ("CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS") will be divided among the CITIES based on the formula set forth in Exhibit D, attached hereto. Each CITY'S respective percentage share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS, as determined by said formula, is also set forth on Exhibit D. On that date which is five (5) years after the full execution of this AGREEMENT, each CITY'S respective percentage share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS shall be recalculated based on the same formula as set forth in Exhibit D but using then current statistical data. If any CITY'S respective percentage share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS is altered by the recalculation by more than five percentage points, then each CITY'S total share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS shall be recalculated so that the originally calculated percentage shall be applied to one half of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS and the recalculated percentage shall be applied to the second half of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS. All future payments owed by each CITY shall be adjusted based on the results of the recalculation of each such CITY'S total share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS. If said adjustment results in a reduction in the amount owning by any CITY that, as of that time, has already fully paid its share of the MAXIMUM CONSTRUCTION COSTS, such reduction shall be credited as an offset against future charges, if any, under such CITY'S SERVICES AGREEMENT. If said adjustment results in an increase in the amount owning by any CITY that, as of that time, has already fully paid its previously calculated share of the MAXIMUM CONSTRUCTION COSTS, the amount of such increase shall be due and payable pursuant to the same payment schedule as those CITIES that have not elected to prepay their share of MAXIMUM CONSTRUCTION COSTS, subject to the same prepayment option. COUNTY shall, upon request of a CITY, provide the requesting CITY with copies of the data and documents used to calculate each CITY's percentage

share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS.

2.4 **Payment Schedule**: Each CITY shall pay its full share of CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS, in addition to costs to be paid in accordance with such CITY'S SERVICES AGREEMENT, in consideration of each such CITY'S continuing right to use the NEW SHELTER or the EXISTING SHELTER or any replacement of the NEW SHELTER or the EXISTING SHELTER (together, or any one of them, "SHELTERS") pursuant to the terms of its SERVICES AGREEMENT. Each CITY'S annual obligation to make the payments required hereunder is contingent on the COUNTY making available to such CITY, for the respective year, the use of SHELTERS pursuant to the terms of such CITY'S SERVICES AGREEMENT. At the election of each individual CITY, payment of the amounts owing hereunder may be made in advance of use or may be made over the ten (10) year term of the SERVICES AGREEMENTS in accordance with the Payment Schedule, attached hereto as Exhibit E (the "PAYMENT SCHEDULE"). For CITIES electing not to pay in advance of the scheduled payment, the annual amount each such CITY shall owe hereunder shall be increased by the formula shown on the PAYMENT SCHEDULE as the "ADDITIONAL FUNDING COST." The higher payment amount to be paid by CITIES not electing to pay in advance represents the cost to the COUNTY of the lost value overtime of the money paid by COUNTY toward ACTUAL CONSTRUCTION COSTS beyond the $5,000,000 provided for above. The amounts indicated on the PAYMENT SCHEDULE further include costs to be incurred by the relevant CITY for each thirty (30) day period that any payment is overdue. Each CITY acknowledges that the construction and availability of SHELTERS for use by each CITY over the term of such CITY'S SERVICES AGREEMENT is a substantial benefit to such CITY. In the event any CITY refuses to receive SERVICES from COUNTY in violation of the terms of such CITY'S SERVICES AGREEMENT despite being offered such SERVICES by COUNTY, or in the case of a default or failure to pay its cost share in accordance with this AGREEMENT, each CITY remains obligated to pay to COUNTY its outstanding payments hereunder as they become due and payable and COUNTY may take any legal action as appropriate to obtain such payment. Further, the PARTIES acknowledge that the payments owing hereunder do not reduce or offset amounts owing pursuant to the SERVICES AGREEMENTS.

3. Participation of New Cities After Commencement of Construction. After full execution of this AGREEMENT, no city will be added to the OCAC SERVICES program for a period of three (3) years from the date first set forth above, to allow for appropriate sizing and establishment of operational protocols for the NEW SHELTER. If a new city elects to participate in the OCAC SERVICES program after the three (3) year period indicated above, and COUNTY elects to provide SERVICES to such city, such city will be required to pay a pro rata portion of the MAXIMUM CONSTRUCTION COSTS based on the formula set forth in Exhibit D. Any new participating cities' contributions pursuant to this section will be applied first toward any necessary expansion of the NEW SHELTER and the remainder will be deposited into a shelter maintenance and repair fund (the "SHELTER MAINTENANCE FUND"). COUNTY shall establish a separate project fund account for all funds allocable to the SHELTER MAINTENANCE FUND and shall not commingle any other funds in said account. It is the intention of the PARTIES that any funds contained in the SHELTER MAINTENANCE FUND be exhausted prior to any additional contributions by the PARTIES toward post-construction shelter upgrades or capital improvements. Prior to contracting to provide SERVICES to a new city, COUNTY shall consult with those CITIES then currently contracting with COUNTY to receive SERVICES pursuant to a SERVICES AGREEMENT. COUNTY shall in good faith consider the input of those cities in making COUNTY'S determination as to whether to provide SERVICES to the proposed new city. Nevertheless, COUNTY is not bound to follow the recommendations of those cities and the ultimate determination as to whether to provide SERVICES to the proposed city rests entirely with COUNTY.

4. NEW SHELTER Account; Deposit of Funds. Upon the execution of this AGREEMENT, COUNTY shall establish a separate capital project fund account for all funds of the PARTIES which are to be applied toward ACTUAL CONSTRUCTION COSTS for the NEW SHELTER (the "NEW SHELTER ACCOUNT") and shall not commingle any other funds in said account. Funds payable by any CITY as an additional cost imposed due to late payment, or that are allocable to COUNTY to reimburse COUNTY for any COUNTY funds spent on ACTUAL CONSTRUCTION COSTS beyond the $5,000,000 provided for above, or that are to reimburse COUNTY for the lost value over time of the money paid by COUNTY toward ACTUAL CONSTRUCTION COSTS beyond the $5,000,000 provided for above, shall not be paid into the NEW SHELTER ACCOUNT but shall be paid directly to COUNTY for COUNTY'S sole use.

5. Allocation of Excess Funds. Upon final completion of the NEW SHELTER, issuance of a certificate of occupancy, payment of all ACTUAL CONSTRUCTION COSTS, and payment of all amounts due pursuant to this AGREEMENT, any unused funds remaining in

the NEW SHELTER ACCOUNT, but not exceeding an amount equal to the difference between total ACTUAL CONSTRUCTION COSTS incurred and MAXIMUM CONSTRUCTION COSTS, shall be credited to those CITIES then obtaining SERVICES from COUNTY against future charges under each such CITY'S SERVICES AGREEMENT based on the same percentages that each such CITY paid of the CITIES' SHARE OF MAXIMUM CONSTRUCTION COSTS. Any funds not distributed in accordance with the previous sentence shall be deposited into the SHELTER MAINTENANCE FUND.

6. Operational Commitment. Concurrent with the execution of this AGREEMENT, each CITY shall enter into a new, amended SERVICES AGREEMENT with COUNTY in the form attached hereto as Exhibit F (the "AMENDED SERVICES AGREEMENT"). The operational cost for SERVICES owing pursuant to the AMENDED SERVICES AGREEMENTS, calculated with respect to each CITY and unincorporated COUNTY area, shall include, together with all other annual costs of operation of OCAC, all rental costs, if any, under the Ground Lease to be entered into between COUNTY and SOCCCD pursuant to the LETTER OF INTENT. All PARTIES acknowledge that the division of all operational costs among the PARTIES allows for costs efficiencies and operational savings to each PARTY and that each PARTY has entered into this AGREEMENT and its AMENDED SERVICES AGREEMENT in reliance on such shared costs and resulting savings. Each CITY, to provide assurance of such continued cost efficiencies to each remaining PARTY, hereby expresses its commitment to procure SERVICES from COUNTY for a period of 10 years and acknowledges the financial burden that any breach of this commitment would have on all other PARTIES. To that end the AMENDED SERVICES AGREEMENTS shall each provide for a 10 year term of service.

7. Defaults and Remedies.

7.1. **Defaults**. The failure by any PARTY to perform any of its obligations set forth in this AGREEMENT shall constitute a default of this AGREEMENT. Except as required to protect against further damages, the nondefaulting PARTY may not institute legal proceedings against the PARTY in default until the nondefaulting PARTY has provided the defaulting PARTY notice of the default and the following applicable cure period has expired: (i) the cure period for any monetary default shall be fifteen (15) calendar days after the defaulting PARTY'S receipt of written notice from the nondefaulting PARTY that such obligation was not performed; and (ii) the cure period for any other default shall be thirty (30) days

after the defaulting PARTY'S receipt of written notice from the nondefaulting PARTY that such obligation was not performed.

7.2. **Remedies Upon Default**. Upon the occurrence of any default and after the defaulting PARTY has received written notice of default and the time period to cure the default has expired, the nondefaulting PARTY may at its option pursue damages or specific performance or other legal and equitable remedies the injured PARTY may have against the defaulting PARTY in accordance with applicable law. Should any CITY fail to pay any payment due by that CITY hereunder, COUNTY may take any action as is appropriate to obtain such payment. Nothing herein shall be construed as COUNTY'S exclusive remedy for the remediation of default by a CITY or CITIES, and COUNTY reserves the right to pursue any and all available rights and remedies at law or in equity.

7.3. **Non-refund of Contributions.** The payments made by all PARTIES pursuant to this AGREEMENT shall be used for completion and maintenance of the NEW SHELTER in the manner described herein and all PARTIES acknowledge and agree that the completion and maintenance of the NEW SHELTER, as well as the completion of each phase of construction activity and each construction milestone under the CONSTRUCTION CONTRACT, provides an immediate benefit to each PARTY and that no payments made pursuant to this AGREEMENT shall be refunded for any reason other than pursuant to the last sentence of Section 8.1.a.

8. Results of Nonpayment by any CITY.

8.1. **Adjustment of Payments Upon Nonpayment:**

a) All PARTIES acknowledge that the failure of any CITY to pay any amount hereunder will result in an increase in the operational costs of sheltering SERVICES to be divided among all other CITIES. To that end, in the event any CITY fails to pay, for any other reason, any amount to be paid by that CITY under this AGREEMENT, within fifteen (15) days of when such payment is due, the amount of such nonpayment will be apportioned among the remaining CITIES such that the remaining CITIES' will be responsible to pay such unpaid amount. The amounts paid by the remaining CITIES pursuant to this section will be applied in the following order: first to replenish any COUNTY funds spent on ACTUAL CONSTRUCTION COSTS that would have been paid by funds owed by the nonpaying CITY, second to pay any other amounts due to COUNTY by the nonpaying CITY pursuant to this AGREEMENT, and the

remainder to pay ACTUAL CONSTRUCTION COSTS as they come due. Should the non-paying CITY pay any portion of the amount owing, the increased cost paid pursuant to this subsection by the remaining CITIES will be reimbursed to the extent of the amount of such repayment. This section shall apply to each payment obligation owed and not paid by any CITY as it becomes due and payable and shall not result in any acceleration of the full amount payable by the nonpaying CITY over the term of this AGREEMENT. In the event any CITY should default in its obligations under this AGREEMENT and no longer obtain sheltering SERVICES from COUNTY, COUNTY shall consult with all CITIES then obtaining SERVICES from COUNTY to discuss methods of cost reduction that may be made available as a result of such reduction in sheltering SERVICES usage.

b) It is the intention of all PARTIES that no funds provided by any PARTY under this AGREEMENT shall be reimbursed for any other reason than that set forth in the last sentence of the foregoing subsection (a). If, pursuant to judicial action or threat thereof, any funds are reimbursed under this AGREEMENT to any CITY, other than pursuant to the last sentence of the foregoing subsection (a), the remaining CITIES' will be responsible to pay to the COUNTY the reimbursed amount.

c) Each CITY's proportional share of any amounts required to be paid by CITIES pursuant to this section shall be determined based on the formula set forth on Exhibit D. Each CITY'S resulting incremental increase in contribution will be due within thirty (30) days of notification by the COUNTY to the participating CITIES of the increased amount owing. The obligation of CITIES to pay increased amounts under this Section 8 is not intended to be an exclusive remedy. COUNTY reserves the right to take any action as is appropriate to obtain payment from any non-paying CITY. Additionally, each CITY paying increased costs pursuant to this Section 8, shall have and retain the right to take any action at law or equity as is appropriate to obtain reimbursement of such increased payment amounts from the non-paying CITY.

8.2. **Impact of Nonpayment upon SERVICES AGREEMENT**. In the event any CITY fails to pay, for any reason, any amount to be paid by that CITY under this AGREEMENT, such failure shall constitute a default under the nonpaying CITY's SERVICES AGREEMENT and COUNTY shall have

the right to immediately terminate such SERVICES AGREEMENT, at its discretion.

9. Status of COUNTY as Independent Contractor. COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between any CITY and COUNTY or any of COUNTY's agents or employees. COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be considered to be CITY employees.

10. Governing Law and Venue. This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the PARTIES hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

11. Term and Termination: This AGREEMENT shall be effective from the date first set forth above until each PARTY has made the last payment required under this AGREEMENT, provided that the rights granted with respect to the option created pursuant to Section 1.6 shall continue in accordance with the terms of Section 1.6.

12. Amendments/Entire Agreement: Amendments to this AGREEMENT must be in writing and approved by the governing body of each PARTY. This AGREEMENT is the entire agreement among the parties with respect to the construction of the NEW SHELTER and it supersedes any prior written or oral agreements with respect to the subject. Any and all exhibits that may be referred to in this AGREEMENT are by such references incorporated in this AGREEMENT and made a part hereof.

13. Severability. If any provision of this AGREEMENT, or the application thereof, to any extent, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision, to the extent it is valid and enforceable, and all other remaining provisions hereof shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such provisions are not rendered impractical to perform taking into consideration the purposes of this

AGREEMENT.

14. Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.

15. Interpretation. This AGREEMENT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that is has not been influenced to any extent whatsoever in executing this AGREEMENT by the other PARTIES hereto or by any person representing the other PARTIES, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the PARTY that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this AGREEMENT.

16. Consent to Breach Not Waiver. No term or provision of this AGREEMENT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

17. Authority. The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

18. Hold Harmless. Each CITY shall hold harmless, indemnify, and defend COUNTY, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of such CITY'S failure to fulfill any payment obligations of such CITY arising pursuant to this AGREEMENT. COUNTY shall hold harmless, indemnify, and defend each CITY, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which

arise out of the performance or nonperformance of COUNTY's covenants and obligations under this AGREEMENT and which result from the actively negligent or wrongful acts of COUNTY or its officers, employees, or agents. This provision requiring COUNTY to hold harmless, indemnify, and defend each CITY shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of any independent contractor providing services pursuant to a contract with the COUNTY. In the event of concurrent negligence of the COUNTY, its officers, or employees, and any CITY, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this AGREEMENT shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

19. Appropriations. During the term of this AGREEMENT, for each fiscal year, each CITY shall make every effort to adopt all necessary budgets and make all necessary appropriations for all payments due hereunder. The covenant contained in this Section 19 shall be deemed to be, and shall be construed to be, contingent upon the continuing offer by COUNTY to provide SERVICES and use of SHELTERS to each individual CITY. To the extent COUNTY offers the provision of SERVICES and use of any SHELTERS to any CITY, the continued responsibility of such CITY to make all payments required hereunder shall be a duty imposed by law and it shall be the duty of each and every public official of each CITY to take such actions and do such things as are required by law in performance of the official duty of such officials to enable the CITY to carry out and perform the covenants contained in this Section 19. All PARTIES acknowledge that the construction, maintenance and availability of SHELTERS for the provision of services to all PARTIES and the division of the costs of constructing and maintaining such SHELTERS among the PARTIES allows for costs efficiencies and significant savings to each PARTY and that each PARTY has entered into this AGREEMENT and its SERVICES AGREEMENT in reliance on such shared costs and resulting savings. Each PARTY, to provide assurance of such cost efficiencies to each remaining PARTY, hereby expresses its commitment to fulfill its stated obligations under this AGREEMENT regardless of the term of the AGREEMENT overlapping more than one fiscal year and acknowledges the financial burden that any breach of the terms of this AGREEMENT will have on all other PARTIES.

20. Assignability. Except as otherwise expressly provided for herein, no PARTY shall assign any of its obligations or rights hereunder without the consent of all other PARTIES.

21. Execution in Counterpart. This AGREEMENT may be executed in counterparts, each of

which, when the PARTIES hereto have signed this AGREEMENT, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

22. Notices. Any notices required to be given pursuant to this AGREEMENT shall be given in writing and shall be mailed to all PARTIES to the AGREEMENT, as follows [to be completed prior to execution]:

To CITY:

To COUNTY:

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY OF ORANGE has authorized and directed the Chairman of the Board of Supervisors to execute this Agreement for and on behalf of the COUNTY, and [Participating cities subject to change] the CITIES of ANAHEIM, BREA, CYPRESS, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE, HUNTINGTON BEACH, LAGUNA HILLS, LAKE FOREST, ORANGE, PLACENTIA, RANCHO SANTA MARGARITA, SAN JUAN CAPISTRANO, STANTON, TUSTIN, VILLA PARK, and YORBA LINDA have caused this AGREEMENT to be subscribed by each of their duly authorized officers and attested by their Clerks.

DATE: _____ COUNTY OF ORANGE

_____ _____

Clerk of the Board By:

[The final agreement will contain appropriate signature blocks for participating CITIES. Following are simply examples of possible participants.]

DATE: _____ CITY OF ANAHEIM

_____ _____

City Clerk By:

DATE: _____

CITY OF BREA

_____
City Clerk

_____
By:

DATE: _____

CITY OF FOUNTAIN VALLEY

_____
City Clerk

_____
By:

DATE: _____

CITY OF FULLERTON

_____
City Clerk

_____
By:

DATE: _____

CITY OF GARDEN GROVE

_____
City Clerk

_____
By:

DATE: _____

CITY OF HUNTINGTON BEACH

_____
City Clerk

_____
By:

DATE: _____

CITY OF LAGUNA HILLS

_____
City Clerk

_____
By:

DATE: _____

CITY OF LAKE FOREST

_____
City Clerk

_____
By:

DATE: _____

CITY OF ORANGE

_____ _____
City Clerk By:

DATE: _____ CITY OF PLACENTIA

_____ _____
City Clerk By:

DATE: _____ CITY OF RANCHO SANTA MARGARITA

_____ _____
City Clerk By:

DATE: _____ CITY OF SAN JUAN CAPISTRANO

_____ _____
City Clerk By:

DATE: _____ CITY OF STANTON

_____ _____
City Clerk By:

DATE: _____ CITY OF TUSTIN

_____ _____
City Clerk By:

DATE: _____ CITY OF VILLA PARK

_____ _____
City Clerk By:

DATE: _____ CITY OF YORBA LINDA

_____ _____
City Clerk By:

OC Animal Care Facility – Site Parcels

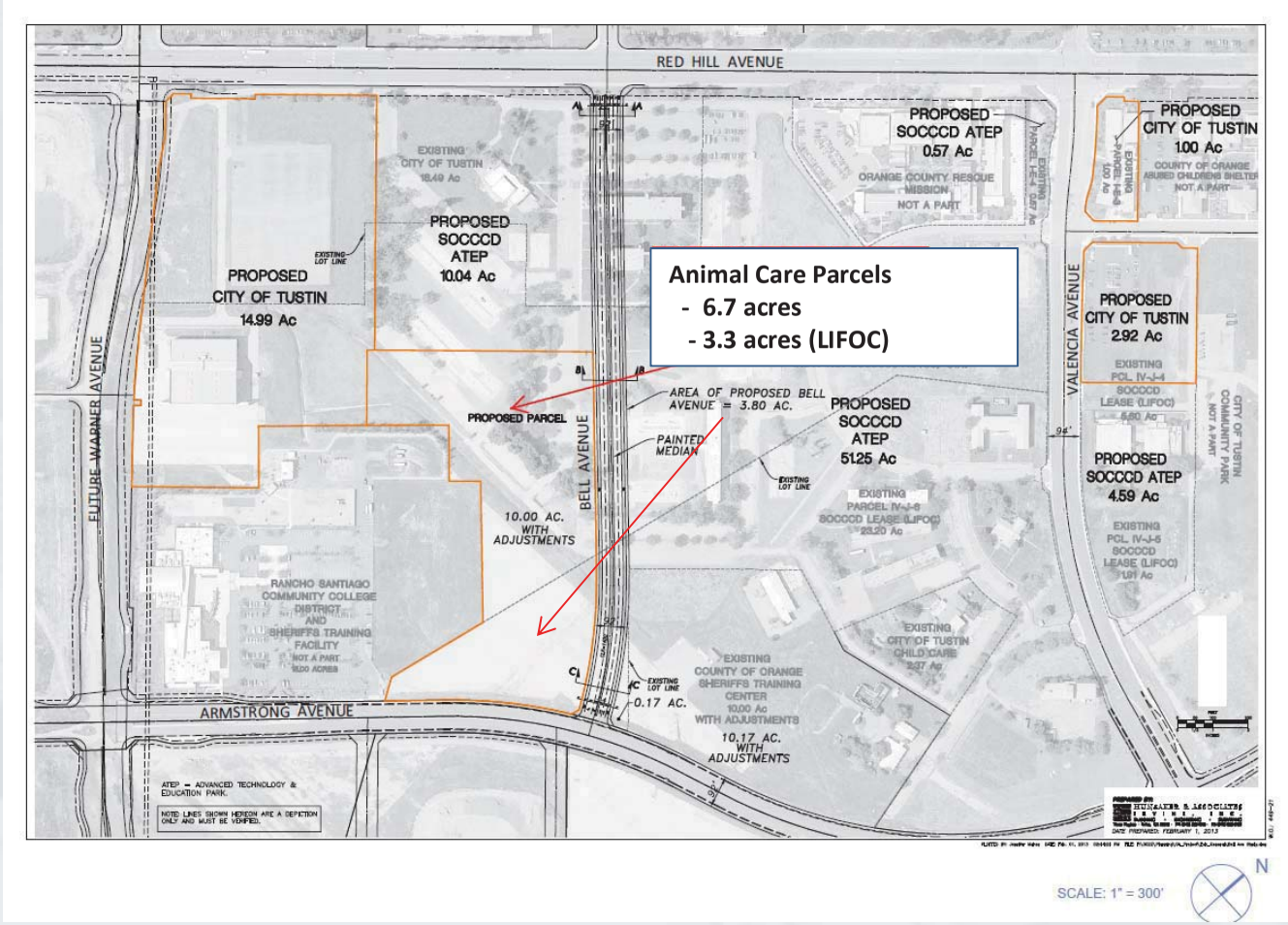


Exhibit B

SNYDER LANGSTON

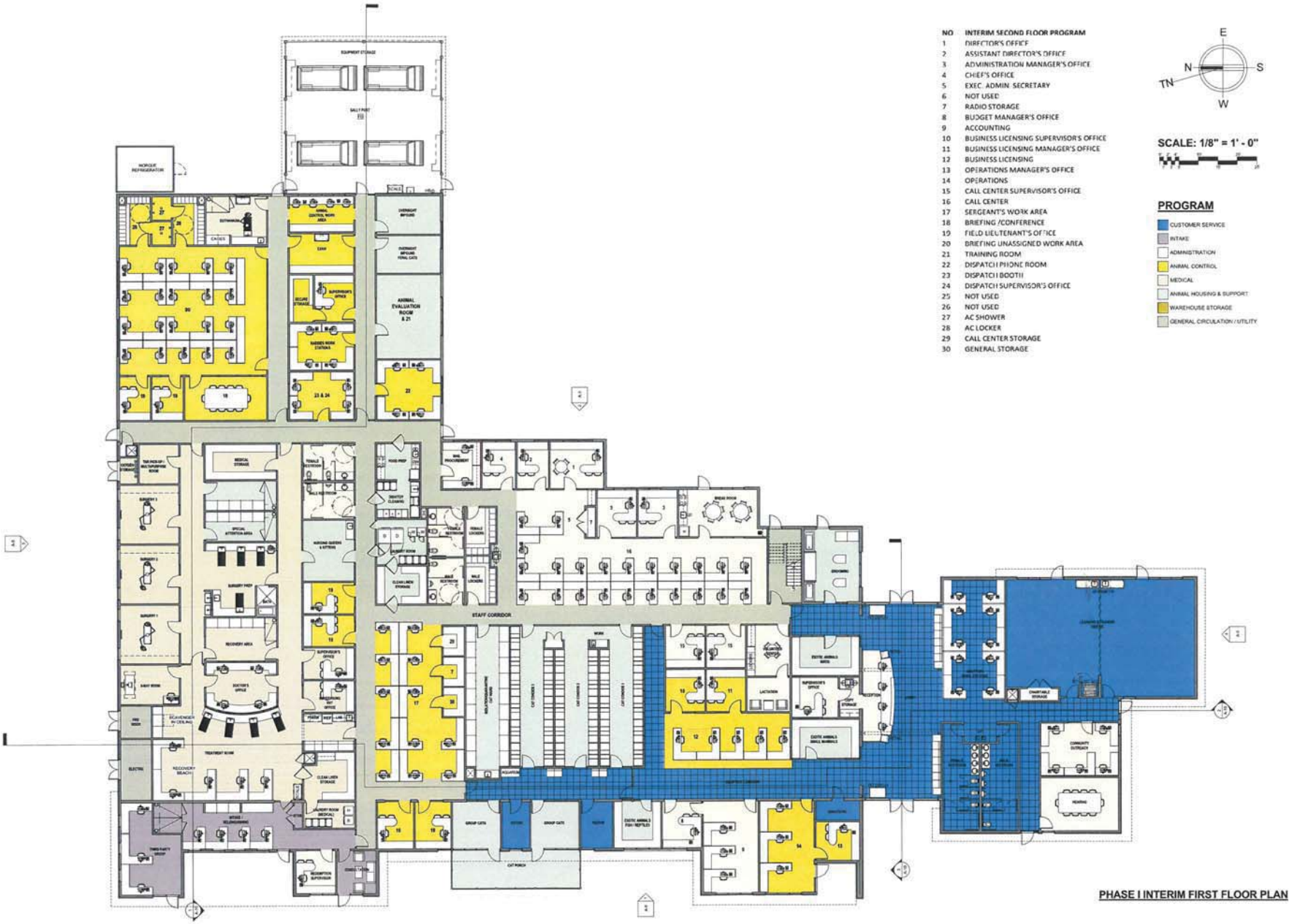
rf&a TAIT

OC ANIMAL CARE FACILITY

26 FEB 2016

#1525

© 2016



NO	INTERIM SECOND FLOOR PROGRAM
1	DIRECTOR'S OFFICE
2	ASSISTANT DIRECTOR'S OFFICE
3	ADMINISTRATION MANAGER'S OFFICE
4	CHIEF'S OFFICE
5	EXEC. ADMIN. SECRETARY
6	NOT USED
7	RADIO STORAGE
8	BUDGET MANAGER'S OFFICE
9	ACCOUNTING
10	BUSINESS LICENSING SUPERVISOR'S OFFICE
11	BUSINESS LICENSING MANAGER'S OFFICE
12	BUSINESS LICENSING
13	OPERATIONS MANAGER'S OFFICE
14	OPERATIONS
15	CALL CENTER SUPERVISOR'S OFFICE
16	CALL CENTER
17	SERGEANT'S WORK AREA
18	BRIEFING /CONFERENCE
19	FIELD LIEUTENANT'S OFFICE
20	BRIEFING UNASSIGNED WORK AREA
21	TRAINING ROOM
22	DISPATCH PHONE ROOM
23	DISPATCH BOOTH
24	DISPATCH SUPERVISOR'S OFFICE
25	NOT USED
26	NOT USED
27	AC SHOWER
28	AC LOCKER
29	CALL CENTER STORAGE
30	GENERAL STORAGE

PROGRAM

- CUSTOMER SERVICE
- INTAKE
- ADMINISTRATION
- ANIMAL CONTROL
- MEDICAL
- ANIMAL HOUSING & SUPPORT
- WAREHOUSE STORAGE
- GENERAL CIRCULATION / UTILITY

PHASE I INTERIM FIRST FLOOR PLAN

A-1

Attachment A

PROPOSED BELL AVENUE
ARMSTRONG AVENUE
FUTURE ADOPTABLE KENNELS 5, 6, 8 & 10
FUTURE ADOPTABLE KENNELS 1, 2, 3, 4, 7, 9 (BY DEVELOPER)
A
B
C
D
E
F
G
H
I
J
K
L
M
LEGEND
A - PUBLIC PARKING (115 STALLS)
B - AMPHITHEATER (FUTURE PHASE)
C - PARK - OPEN TURF
D - GRASS RINGS / FIRE LANE
E - WATER TREATMENT
F - SIMULATED BRIDGE
G - PROMENADE
H - MONUMENT SIGN
I - SECURE SERVICE YARD
J - EXERCISE YARD
K - GET AQUAINTED AREA
L - LIVESTOCK CORRALS
M - EMPLOYEE PARKING (105 STALLS)
TREE LEGEND - BASE BID
BOTANICAL NAME / COMMON NAME
SIZE
HUCOLS
ABORS FLEXIOSA / PERFUMED TREE
24" BOX STD
LOW WATER USE
CATALPA TAXI 'PINK DAWN' / PINK CATALPA
24" BOX STD
LOW WATER USE
CINNAMOMUM CAMPHORA / CAMPHOR TREE
36" BOX STD
MODERATE WATER USE
LAGERSTROEMIA FAURIEI / JAPANESE CRAPE MYRTLE
24" BOX STD
MODERATE WATER USE
QUERCUS AGRIFOLIA / COAST LIVE OAK
72" BOX MULTI
LOW WATER USE
RHUS LANCEA / AFRICAN SUMAC
24" BOX STD
LOW WATER USE
TIPUANA TIPU / TIPU TREE
24" BOX STD
MODERATE WATER USE
WASHINGTONIA FILIFERA / CALIFORNIA FAN PALM
16' BTH
LOW WATER USE
GROUNDCOVER LEGEND - BASE BID
BOTANICAL NAME / COMMON NAME
SIZE
HUCOLS
SOD-1 SODDED TURF / TIFWAY 419
N/A
HIGH WATER USE
SOD-2 SODDED TURF WITH GRASS RINGS FOR FIRE ACCESS
N/A
HIGH WATER USE
SOD-3 SYNTHETIC TURF / FIELDTURF HILTOP
N/A
N/A
SOD-4 WATER QUALITY TREATMENT AREAS
N/A
MODERATE WATER USE
SHRUB LEGEND - BASE BID
BOTANICAL NAME / COMMON NAME
SIZE
HUCOLS
S-1 AGAVE NOSHIME / TEQUILA YAMPON
1 GAL.
LOW WATER USE
S-2 AGAVE ATTENUATA / FOXTAIL AGAVE
5 GAL.
LOW WATER USE
S-3 ALOE STRIATA / SOAP ALOE
1 GAL.
LOW WATER USE
S-4 DASYLIRION WHEELERI / DESERT SPOON
1 GAL.
LOW WATER USE
S-5 BUDDLEIA DAVIDI 'NANHO BLUE' / DWARF BUTTERFLY BUSH
5 GAL.
MODERATE WATER USE
S-6 CALLISTEMON 'LITTLE JOHN' / DWARF BOTTLEBRUSH
5 GAL.
MODERATE WATER USE
S-7 CISTUS x PURPUREUS / ORCHID ROCKROSE
5 GAL.
LOW WATER USE
S-8 ELAEAGNUS PUNGENS 'FRUITLAND' / SILVERBERRY
5 GAL.
LOW WATER USE
S-9 GREVILLEA LAVANDULOIDES 'PENOLA' / LAVENDER GREVILLEA
5 GAL.
LOW WATER USE
S-10 LAVANDULA x INTERMEDIA 'GROSSO' / NAPPY LAVENDER
2 GAL.
LOW WATER USE
S-11 LAVATERA MARITIMA / SEA MALLOW
5 GAL.
MODERATE WATER USE
S-12 LEONOTIS LEONURUS / LION'S TAIL
2 GAL.
LOW WATER USE
S-13 LEUCOPHYLLUM SILVER SHINE / VIOLET SILVERLEAF
5 GAL.
LOW WATER USE
S-14 LEYSIG CORD. 'CANYON PRINCE' / DWARF HILLP RYE
1 GAL.
LOW WATER USE
S-15 MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS
1 GAL.
LOW WATER USE
S-16 HYPOPHUM FARV. 'RUTAH CREEK' / HYPOPHUM
1 GAL.
LOW WATER USE
S-17 ROSMARINUS OFFICINALIS 'BLUE' / ROSEMARY
1 GAL.
LOW WATER USE
S-18 SALVIA greggii 'TURAHIS RED' / AUSTIN SAGE
1 GAL.
LOW WATER USE
S-19 SALVIA LEUCANTHA / MEXICAN BUSH SAGE
3 GAL.
LOW WATER USE
S-20 TEUCRIUM x LUCERIUS / HALL GERMANDER
1 GAL.
LOW WATER USE
NOTE:
HUCOLS = WATER USE CLASSIFICATION OF LANDSCAPE SPECIES
BTH = BROWN TRUNK HEIGHT
STD = STANDARD/ZERO TRUNK TRUNK
MULTI = MULTI-TRUNKED TREE
0 40' 80' 160'
RJM DESIGN GROUP
SNYDER LANGSTON
TAIT
PHASE 1 INTERIM LANDSCAPE PLAN
OC ANIMAL CARE FACILITY
11 FEB 2016
#1525
SD-17
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SADDLEBACK COLLEGE • IRVINE VALLEY COLLEGE • ADVANCED TECHNOLOGY & EDUCATION PARK

December 15, 2015

Mr. Scott Mayer
County of Orange
333 W. Santa Ana Blvd.
Santa Ana, CA 92702-1379

Re: PROPOSAL TO GROUND LEASE SOCCCD EXCHANGE PARCEL TO COUNTY OF ORANGE FOR DEVELOPMENT AS ANIMAL CARE CENTER / AMENDMENT OF COUNTY-SOCCCD LAND EXCHANGE AGREEMENT

Dear Mr. Mayer:

This letter of intent sets forth the material terms and conditions under which South Orange County Community College District (**"SOCCCD"**) would ground lease land in Tustin Legacy to the County of Orange (**"County"**) in advance of the planned land exchange as contemplated in the Exchange Agreement (as defined below) for the purpose of constructing an animal care center. Each of SOCCCD and County is sometimes hereinafter called a **"Party"** and they are sometimes hereinafter collectively called **"Parties."** Capitalized terms not defined herein shall have the meanings ascribed to them in the Exchange Agreement.

1. **Background**.

(a) Exchange Agreement. The Parties entered into that certain Agreement for the Exchange of Real Property dated as of February 7, 2012 (the **"Original Exchange Agreement"**), which sets forth the terms and conditions under which SOCCCD would convey to County a parcel of real property known as the **"SOCCCD Exchange Parcel"** in exchange for which County would cause the conveyance to SOCCCD of a parcel of real property known as the **"County Exchange Parcel."** The Original Exchange Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 is referred to herein as the **"Exchange Agreement."** A condition precedent to the consummation of the exchange contemplated by the Exchange Agreement (the **"Exchange"**) is that the Navy shall have conveyed fee title to the County Exchange Parcel to the City of Tustin (**"City"**) pursuant to the MCAS Tustin Reuse Plan. The Navy will not make such conveyance until certain issues related to remediation of hazardous substances on the County Exchange Parcel, a portion of the SOCCCD Exchange Parcel and certain nearby parcels are resolved. Upon the satisfactory resolution of such issues, the Navy will issue a document known as "**FOST 9**," which will, among other things, permit the Navy to convey the County Exchange Parcel to the City. It appears that the issuance of FOST 9 may take several more years. The County's existing animal care facilities are severely impacted and County desires to develop the SOCCCD Exchange Parcel with an Animal Care Center (**"Center"**) as soon as practicable. The Parties desire to amend the Exchange Agreement so as to permit County to commence construction of the Center no later than June 2016.

(b) Bell Agreement. SOCCCD and City entered into that certain "Infrastructure Construction and Payment Agreement (Bell Avenue)" dated May 22, 2013 (**"Bell Agreement"**) which provides for the extension of a public street known as Bell Avenue from Red Hill Avenue to Armstrong Avenue. The portion of the Bell Avenue between Red Hill Avenue and Armstrong Avenue is hereinafter called **"Bell Avenue."** The SOCCCD Exchange Parcel abuts Bell Avenue on its south side, and parcels of land held by SOCCCD abut Bell Avenue on both its north and south sides. Under the Bell Agreement, the City will construct Bell Avenue and SOCCCD and City will each bear one-half of its costs of design and construction of Bell Avenue, which are defined in the Bell Agreement as the "Shared Costs." In addition, the City will construct certain improvements, including curb cuts, specified by SOCCCD, which are called "SOCCCD Required Improvements" in the Bell Agreement. SOCCCD has agreed to reimburse the City for one hundred percent of the costs thereof, which costs are called the "SOCCCD Required Costs" in the Bell Agreement. The SOCCCD Required Costs are not included in the Shared Costs.

2. **Amendment No. 5**. The Parties will negotiate and enter into an amendment to the Exchange Agreement (**"Amendment No. 5"**) (which may take the form of an amended and restated Exchange Agreement), which will include the following terms and conditions:

(a) Closing. Pursuant to the Exchange Agreement, an escrow (the **"Escrow"**) was opened with First American Title Company (**"Escrow Holder"**) Upon the close of transactions contemplated by Amendment No. 5 (**"Closing"**), the following will simultaneously occur:

(i) Withdrawal Letter. Upon the Closing, the Escrow Holder will be irrevocably instructed to submit the Withdrawal Letter (described under SOCCCD's Conditions hereinbelow) to the Department of Education with a copy to each of the Navy and the City.

(ii) Ground Lease. A ground lease (**"Ground Lease"**) between the Parties by which SOCCCD leases to County the SOCCCD Exchange Parcel with the terms and conditions described hereinbelow will become effective, with possession of the SOCCCD Exchange Parcel going to the County through the Ground Lease.

(iii) Reimbursements.

(1) Reimbursement Obligations. The County will become obligated to reimburse SOCCCD for one-half (1/2) of SOCCCD's one-half portion of the "Shared Costs" as defined in the Bell Agreement, all as more fully described hereinbelow. SOCCCD will provide to County for its review and approval prior to execution of Amendment No. 5 the same backup information as was provided to the City concerning the costs of demolition of structures in the right-of-way for Bell Avenue (**"Standing ROW Demo Costs"**), which costs are included in the Shared Costs. In addition, SOCCCD will provide to County for its review and approval all backup information that it receives from the City pursuant to the Bell Agreement concerning the Shared Costs to be incurred by City.

(2) Reimbursement Payment. SOCCCD has already incurred expenses for the Standing ROW Demo Costs, as more fully explained in Section 4(a) below; therefore, upon Closing, County will be obligated to reimburse SOCCCD for one-half of the amount of the credit SOCCCD has earned to offset SOCCCD's obligation to reimburse City for other Shared Costs. Consequently, County shall pay to SOCCCD through the escrow at Closing (either by check or wire transfer) a payment in the amount of Five Hundred Nineteen Thousand Three Hundred Six and No/100 Dollars ($519,306.00) (the **"Reimbursement Payment"**) representing reimbursement for County's share of Shared Costs already incurred by SOCCCD for the Standing ROW Demo Costs.

(b) Mutual Assistance. The Parties will be bound to cooperate and assist one another and use commercially reasonable efforts to accomplish the following:

(i) FOST 9. Persuading the Navy to issue FOST 9 as soon as practicable.

(ii) County Exchange Parcel. Persuading the Navy to add the County Exchange Parcel to that certain Lease in furtherance of Conveyance between the Navy and the City dated May 13, 2002 (**"LIFOC"**) and persuading the City to add the County Exchange Parcel to that certain Sublease between SOCCCD and City dated April 29, 2004.

(c) Close of the Exchange. The Exchange Agreement, as amended by Amendment No. 5, will remain in effect and the Parties will be obligated to effectuate the close of the exchange of fee title to the SOCCCD Exchange Parcel and fee title to the County Exchange Parcel as contemplated in the Exchange Agreement.

3. **Ground Lease**. The Ground Lease will be on the standard form adopted by SOCCCD for ground leases at ATEP and conformed to this transaction. The form of Ground Lease will be included as an Exhibit to Amendment No. 5 and will be subject to County's prior approval. A portion of the SOCCCD Exchange Parcel is subject to the LIFOC and the Sublease. That portion of the SOCCCD Exchange Parcel will be sub-subleased by SOCCCD to County. The Ground Lease, including the sub-sublease, will have the following terms:

(a) Free Rent Period. For a period of five (5) years after the Closing, a *de minimus* ground rent of One and no/100 Dollar ($1.00) per year will be payable by County to SOCCCD.

(b) Rent Payments Due. Commencing on the first day of the sixth (6th) year after the Closing, rental payments will be due and owing in monthly installments at a rental rate equal to Two Hundred Thousand and no/100 Dollars ($200,000.00) per annum, increased each year on the anniversary date of the first rental payment by five percent (5%) of the rental amount then payable. Upon the close of the Exchange, County will become both lessor and lessee under the Ground Lease, and the Ground Lease will terminate by operation of law.

(c) Uses; Development Coordination. The permissible uses and the use restrictions contemplated in Section 3.3.2 of the Original Exchange Agreement to be imposed on the SOCCCD Exchange Parcel upon the close of the Exchange will also be incorporated into the Ground Lease. In addition, the requirements of Section 11 of the Original Exchange Agreement concerning development coordination will be incorporated into the Ground Lease (including the right of SOCCCD to review and comment on each set of Plans for the SOCCCD Exchange Parcel prior to submission of the same to the County Planning Department or the City).

4. **Reimbursement Obligations**. The County will reimburse SOCCCD for the costs described below within thirty (30) days after SOCCCD furnishes a demand therefor together with substantiation thereof reasonably acceptable to County to indicate that SOCCCD has expended funds in the amount requested to be reimbursed. The County's obligations to reimburse SOCCCD for certain costs are as set forth below:

(a) Bell Avenue Construction Costs. County will reimburse SOCCCD for one-half (1/2) of the actual amount of Shared Costs that SOCCCD is obligated to bear under the Bell Agreement. The amount of County's obligation to reimburse SOCCCD for one-half of the Shared Costs and for one-half of the costs of construction of the Common Access Point as provided in Paragraph 5(a) below shall not exceed Six Hundred Seventy-Five Thousand and no/100 Dollars ($675,000.00). SOCCCD has previously expended funds to cover the Standing ROW Demo Costs, which are included in the Shared Costs, in the amount of Two Million Seventy-Seven Thousand Two Hundred Twenty-Four and No/100 Dollars ($2,077,224.00) for which SOCCCD is entitled to a credit of One Million Thirty-Eight Thousand Six Hundred Twelve and no/100 Dollars ($1,038,612.00) against its obligation to reimburse City for one-half of the Shared Costs, all as evidenced by that certain Memorandum of Standing ROW Demolition Costs and SOCCCD Credit between SOCCCD and City. The Reimbursement Payment described above represents the payment by County of one-half of the amount of the credit already earned by SOCCCD. After the Closing, there will remain One Hundred Fifty-Five Thousand Six Hundred Ninety-Four and No/100 Dollars ($155,694.00) to be paid by County to SOCCCD for Shared Costs to be incurred by City in the design and construction of Bell Avenue until County shall have paid the maximum described above (the **"Remaining Construction Reimbursement Obligation"**).

(b) Bell Avenue Utilities. The County is currently studying whether to install (at its expense) the wet and dry utilities serving the SOCCCD Exchange Parcel in Armstrong Avenue or in Bell Avenue. SOCCCD does not intend to install any dry utilities in Bell Avenue. SOCCCD has given City specifications for storm drain capacity and the Irvine Ranch Water District (**"IRWD"**) specifications for potable water, reclaimed water and sanitary sewer. If County elects to utilize any of such wet utilities serving the SOCCCD Exchange Parcel in Bell Avenue, then County shall indicate to City or IRWD, as applicable, specifications to increase the capacity of such utilities to the extent necessary to accommodate the needs of the SOCCCD Exchange Parcel. In such event, the County will reimburse SOCCCD one hundred percent (100%) of the actual additional costs incurred by SOCCCD for the increased capacity of wet utilities subject to a

maximum reimbursement amount of Five Hundred Thousand and no/100 Dollars ($500,000.00). In the event that some portion of the cost of installing wet utilities within Bell Avenue serving both the ATEP Site and the SOCCCD Exchange Parcel qualify as a Capital Improvement Project by IRWD then such portion shall not be included in the costs to be reimbursed by County to SOCCCD. In the event that SOCCCD obtains a refund from IRWD for any costs of installation of wet utilities after SOCCCD has received a reimbursement payment from County for such utilities, then SOCCCD will remit one-half (1/2) of such refund to County.

(c) Demolition. The County will agree to reimburse SOCCCD for one-half (1/2) of the actual costs incurred by SOCCCD to demolish all above-ground, at-ground and below-ground structures on the County Exchange Parcel in an amount not to exceed Five Hundred Thousand and No/100 Dollars ($500,000.00).

5. Access to Bell Avenue.

(a) Common Access Point. The Parties agree that "Intersection 2" on Bell Avenue (the intersection closest to Red Hill Avenue as shown on the map attached hereto as **Exhibit A**) shall be shared by the Parties for access to the SOCCCD Exchange Parcel and to SOCCCD's parcel of land (**"Contiguous Parcel"**) that is contiguous to the SOCCCD Exchange Parcel. The County's use of "Intersection 2" shall be limited to public access to the Center. The center of the access point at Intersection 2 (**"Common Access Point"**) for access to the SOCCCD Exchange Parcel and the Contiguous Parcel shall be the property line (**"Property Line"**) between them. SOCCCD shall cause the Common Access Point to be included in the SOCCCD Required Improvements under the Bell Agreement so that the City shall be obligated to construct the Common Access Point. In addition, the inclusion of the Common Access Point in the SOCCCD Required Improvements will result in the costs of constructing the Common Access Point to be included in the SOCCCD Required Costs. Upon submission of reasonable evidence to County by SOCCCD of its reimbursement payment to City for the costs of constructing the Common Access Point, County shall reimburse SOCCCD for one-half of such costs, subject to the maximum described in Section 4(a) above.

(b) Common Driveway.

(i) Construction. The Parties agree that County will construct or cause to be constructed a driveway (**"Common Driveway"**) starting at the Common Access Point and continuing westerly approximately three hundred sixty feet (360'). The centerline of the Common Driveway shall be the Property Line and its width shall be approximately thirty-nine feet (39'). SOCCCD and County will each be obligated to bear one-half (1/2) of the costs of design and construction of the Common Driveway. The design of the Common Driveway and the budget for constructing the same shall be agreed upon by the Parties prior to the commencement of construction pursuant to the review contemplated by Paragraph 3(c) above. The parties

acknowledge that the design of the Common Driveway shall be subject to approval by the Division of State Architect.

(ii) Design. The parties agree to cooperate to agree upon the design of the Common Access Point and the Common Driveway as soon as practicable so as not to delay the City's schedule for the construction of Bell Avenue.

(iii) Site Plan. Attached hereto as Exhibit B is a Conceptual Site Plan for the Center showing the approximate location of the Common Access Point and the Common Driveway. County shall submit to SOCCCD a refined Site Plan for the Center for review prior to commencement of construction pursuant to Paragraph 3(a) above.

(iv) Reciprocal Easement Agreement. The Parties shall enter into a Reciprocal Easement Agreement (**"REA"**) concerning the Common Driveway, which shall be recorded against the SOCCCD Exchange Parcel and Contiguous Parcel by the escrow holder upon the Closing. The REA shall provide for the use of the Common Driveway for ingress and egress to both the SOCCCD Exchange Parcel and the Contiguous Parcel, for the maintenance thereof and for the sharing of costs of such maintenance between the owners of the two parcels. The REA shall forbid County to use the Common Driveway for any purpose other than public access to the Center.

(v) Other County Access Points to Bell Avenue. County shall be solely responsible for all costs of the design and construction of all access lanes, curb cuts and other improvements required to provide access to Bell Avenue from the SOCCCD Exchange Parcel other than the Common Access Point and the Common Driveway.

(c) Trips. SOCCCD has previously obtained from the City a determination of the average daily trips (**"ADTs"**) assigned to the ATEP Site. County shall be responsible for obtaining a determination from the City of the number of ADT's that will be assigned to the SOCCCD Exchange Parcel and County shall make its own determination whether that number is adequate for the use and operation of the Center. To the extent required by the City, the County will cause the level of service to be analyzed by a traffic engineer and approved by the City prior to the issuance of any development permits or approvals by the City, which traffic analysis will assume that SOCCCD and all other property owners in Neighborhood A (as designated in the Specific Plan) use all of the ADTs that are assigned to such properties pursuant to the Specific Plan as in effect as of the date that Amendment No. 5 is executed. The number of ADTs required by the County for its use and operation of the Center on the SOCCCD Exchange Parcel shall not exceed the number of ADTs allocated to the SOCCCD Exchange Parcel or, prior to the issuance of any development permits, be found to substantially change the trip distribution or peak hour trips assumptions in the Specific Plan.

6. **Conditions to Closing**.

(a) County's Conditions. It will be a condition precedent to the County's obligation to effectuate the Closing that:

(i) Board of Supervisors' Approval. The County Board of Supervisors shall have approved Amendment No. 5, and any and all applicable statutes of limitation with respect to a challenge of the adoption of Amendment No. 5 shall have expired or, if the approval of Amendment No. 5 shall have been challenged, such challenge shall have failed to affect the Board's approval of Amendment No. 5.

(ii) Scope and Design of Bell Avenue. County shall have been afforded by the City an opportunity to make reasonable comments on the scope and design of Bell Avenue (including the County Required Improvements), and County shall have reasonably approved of such scope and design.

(iii) City-County Agreement. The City shall have executed in recordable form and deposited in escrow with instructions to Escrow Holder to record upon the Closing the City-County Agreement as described in Section 3.3.2 of the Original Exchange Agreement imposing certain use restrictions in favor of the City on the SOCCCD Exchange Parcel.

(iv) Title Insurance. First American Title Insurance Company shall have irrevocably committed to issue a title insurance policy in form reasonably acceptable to County insuring County's leasehold interest in the SOCCCD Exchange Parcel. County may also require a survey of the SOCCCD Exchange Parcel (at its cost) in order to obtain an extended coverage title insurance policy.

(b) SOCCCD's Conditions. It will be a condition precedent to SOCCCD's obligation to effectuate the Closing that:

(i) Board of Trustees' Approval. The Board of Trustees of SOCCCD shall have approved Amendment No. 5, and any and all applicable statutes of limitation with respect to a challenge of the adoption of Amendment No. 5 shall have expired or, if the approval of Amendment No. 5 shall have been challenged, such challenge shall have failed to affect the Board's approval of Amendment No. 5.

(ii) Withdrawal Letter. County shall have deposited into Escrow, fully executed, the Withdrawal Letter in the form of Exhibit L to the Exchange Agreement, withdrawing its application for a Public Benefit Conveyance of the County Exchange Parcel, together with instructions to Escrow Holder to cause the delivery of the Withdrawal Letter to the Department of Education upon the Closing.

(iii) Effectiveness Notice. The City shall have deposited the Effectiveness Notice as described in the Exchange Agreement, fully executed, into the Escrow, together with instructions to the Escrow Holder to cause the delivery of the Effectiveness Notice as described in Section 6.2.1 of the Original Exchange Agreement to the Government upon the Closing.

(iv) Environmental Insurance. SOCCCD shall have received assurance reasonably acceptable to SOCCCD that it can amend its existing Environmental Pollution Legal Liability Policy for the ATEP Site to delete the SOCCCD Exchange Parcel and add the County Exchange Parcel.

(c) Mutual Conditions. It will be a condition precedent to the obligations of each Party to effectuate the Closing, that:

(i) Specific Plan Amendment. (The Specific Plan Amendment contemplated in the Exchange Agreement has been adopted by the City; however, the Specific Plan Amendment, by its terms, becomes effective only upon the close of the Exchange Agreement.) The City shall have acknowledged that the Closing of Amendment No. 5 is the functional equivalent of the close of the Exchange and shall take such action as may be necessary to assure that the Specific Plan Amendment is effective.

(ii) Development Agreement. (The Development Agreement contemplated in the Exchange Agreement has been adopted by the City; however, the Covered Property as described in the Development Agreement will exclude the SOCCCD Exchange Parcel and include the Covered Property only upon the close of the Exchange.) The City shall have acknowledged that the Closing of Amendment No. 5 is the functional equivalent of the close of the Exchange and shall take such action as may be necessary to assure that the Covered Property includes the County Exchange Parcel and excludes the SOCCCD Exchange Parcel.

(iii) Consents. All consents from any governmental authority necessary to effectuate the Closing shall have been obtained.

7. No Obligation to Enter into Amendment No. 5. This letter of intent is not binding on SOCCCD or County, and does not give rise to any rights or obligations on either Party. Neither Party will be bound until Amendment No. 5 has been executed and delivered by both SOCCCD and County.

Mr. Scott Mayer
County of Orange
December 15, 2015, Page 9

If the foregoing is acceptable, please sign this letter where indicated below and return it to me.

Very truly yours,

Debra L. Fitzsimons

Debra L. Fitzsimons
Vice Chancellor of Business Services

AGREED AND ACCEPTED
THIS 16th DAY OF DECEMBER 2015

DATED:_____

COUNTY OF ORANGE,
a political subdivision of the State of California

By: Scott D. May
Scott Mayer, Chief Real Estate Officer

BOARD OF TRUSTEES: BARBARA J. JAY, TIMOTHY JEMAL, DAVID B. LANG, MARCIA MILCHIKER, T.J. PRENDERGAST III,
TERRI WHITT, JAMES R. WRIGHT • GARY L. POERTNER, CHANCELLOR

AN EQUAL OPPORTUNITY EMPLOYER

Exhibit A

Bell Avenue Interchange Map

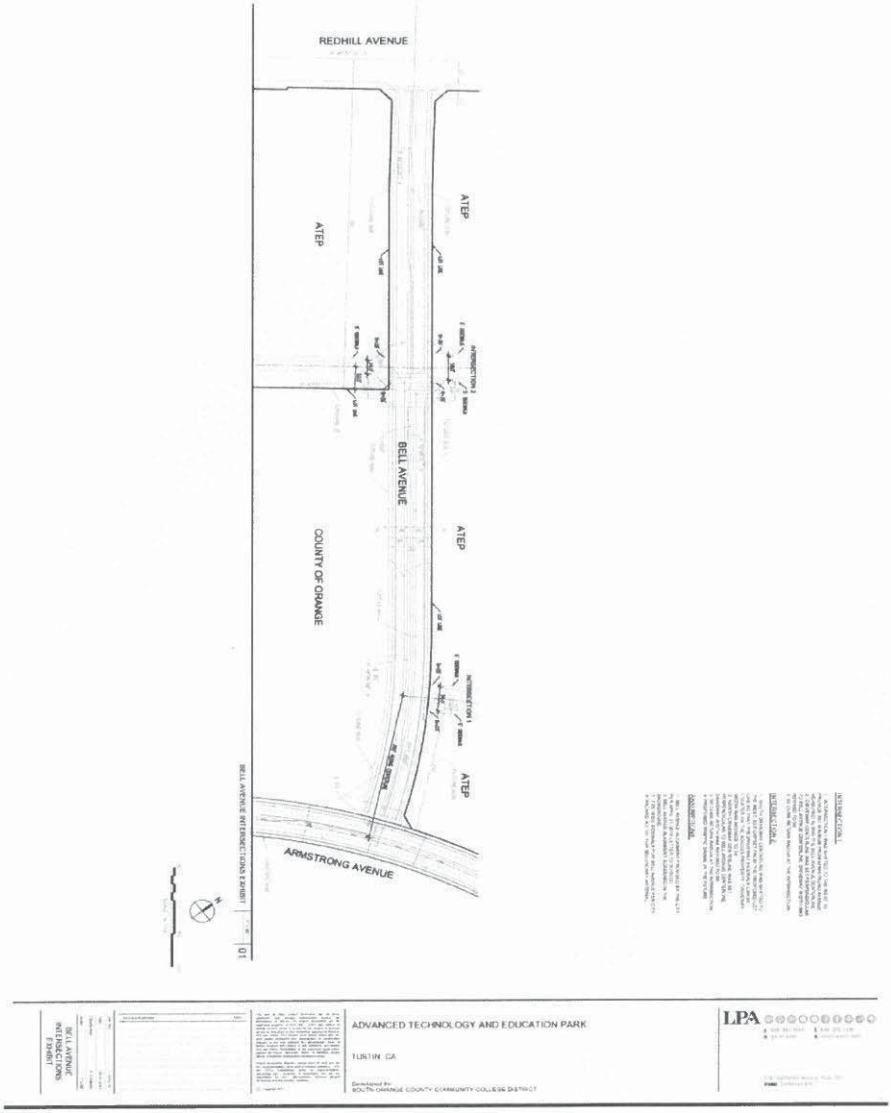
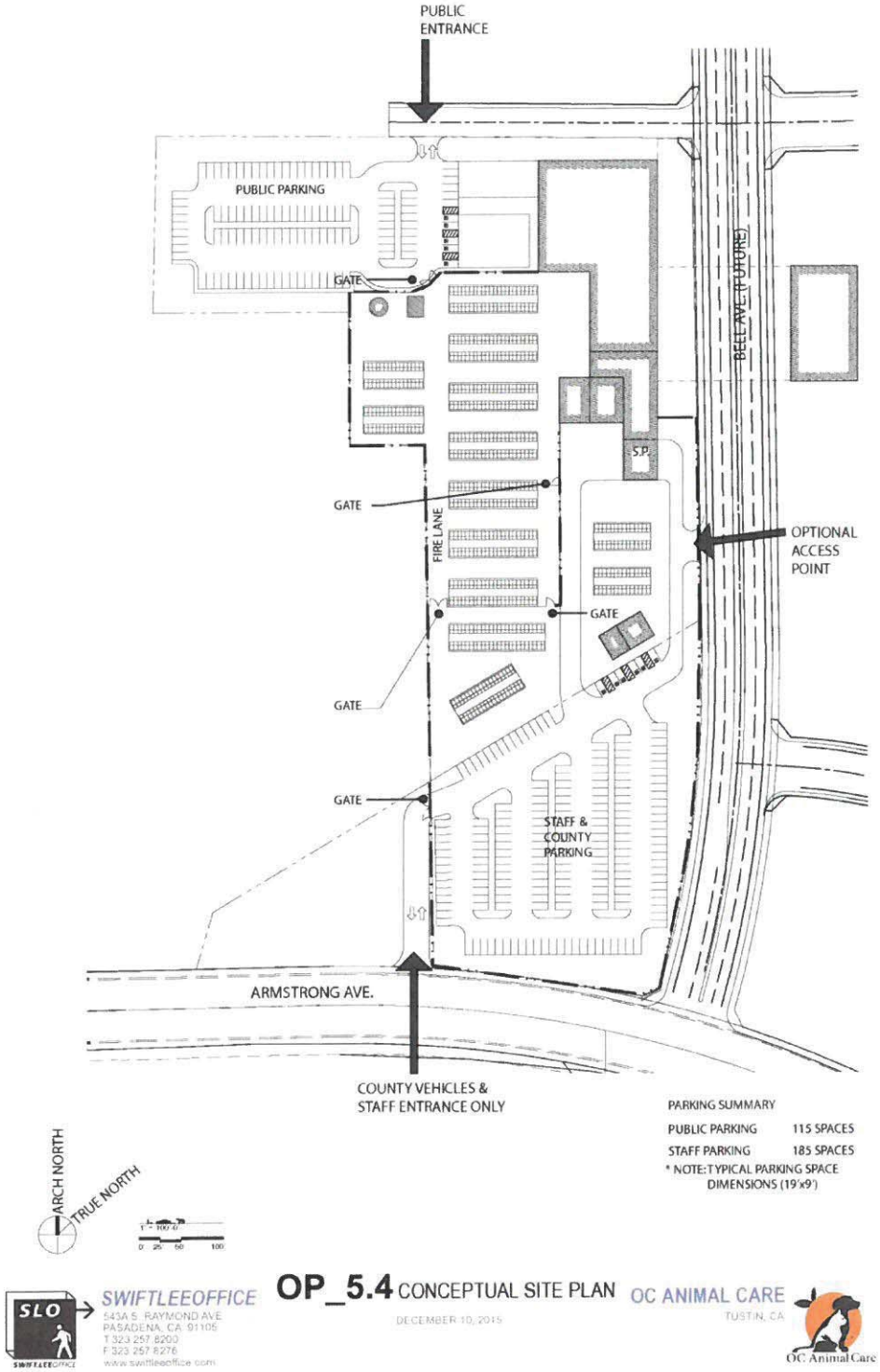


Exhibit B

Animal Care Center Conceptual Site Plan



SWIFTLEEOFFICE
543A S. RAYMOND AVE.
PASADENA, CA 91105
T 323 257 8200
F 323 257 8276
www.swiftleeoffice.com

OP_5.4 CONCEPTUAL SITE PLAN

DECEMBER 10, 2015

OC ANIMAL CARE
TUSTIN, CA

Exhibit D
Maximum Construction Costs and Participation Formula

Maximum Construction Costs

$35,000,000 *

$5,000,000 County Contribution
$30,000,000 Contract Cities Funding Share

**Costs included are identified in Section 2.1 of the Participation Agreement.*

Participation Formula

The total projected cost to the Contract Cities is based on $30.0 million as the total contract city contribitution. The distribution among the Contract Cities is an estimate assuming participation by all 18 cities currently contracting with the County for OC Animal Shelter services. Estimates do not include Additional Funding Costs associated with a 10-year Payment Schedule.

Estimated costs for each city are based on a historical five-year average of Animal Charge Days, expressed as a percentage of the total. Animal Charge Days represents the number of days animals receive board and care at OCAC.

Calculation of pro rata portion of Maximum Construction Costs for new cities added after initial contract execution and three year period as set forth in Section 3. of the Participation Agreement will be based upon comparability to similar sized cities under contract with the County based upon a five year average annual Shelter Utilization figure using actual admissions and shelter days for the new city with their current/previous Shelter provider. In the absence of available shelter data for a new city, the pro rata portion will be based upon comparability to similar sized cities under contract with the County based upon city population as identified in the most recent California State Department of Finance publications.

	Distribution of Cities' Share of Maximum Construction Costs	
Anaheim	$ 7,017,529	23.39%
Brea	$ 367,454	1.22%
Cypress	$ 568,874	1.90%
Fountain Valley	$ 777,973	2.59%
Fullerton	$ 2,240,317	7.47%
Garden Grove	$ 4,142,755	13.81%
Huntington Beach	$ 1,829,954	6.10%
Laguna Hills	$ 222,122	0.74%
Lake Forest	$ 555,539	1.85%
Orange	$ 2,467,472	8.22%
Placentia	$ 548,846	1.83%
Rancho Santa Margarita	$ 209,618	0.70%
San Juan Capistrano	$ 270,168	0.90%
Santa Ana	$ 6,867,112	22.89%
Stanton	$ 612,821	2.04%
Tustin	$ 791,152	2.64%
Villa Park	$ 46,853	0.16%
Yorba Linda	$ 463,442	1.54%
Total	$ 30,000,000	100.00%

EXHIBIT E

Attachment A

Cities Share of Max Construction Costs	30,000,000.00
Additional Funding Cost Rate	0.77%
Number of Payments	40
Payments	$779,966.81

Quarterly Payment Schedule

# Payments	Period	Beginning Balance	Payment	Cities Share of MCC	Additional Funding Cost	Cumulative Cities Share of MCC	Cumulative Additional Funding Cost	Ending Balance
5 Year Average* (%)								
1	10/1/2016	30,000,000.00	$779,966.81	722,216.81	57,750.00			29,277,783.19
2	1/1/2017	29,277,783.19	779,966.81	723,607.08	56,359.73	723,607.08	56,359.73	28,554,176.11
3	4/1/2017	28,554,176.11	779,966.81	725,000.02	54,966.79	1,448,607.10	111,326.52	27,829,176.09
4	7/1/2017	27,829,176.09	779,966.81	726,395.65	53,571.16	2,175,002.75	164,897.68	27,102,780.44
5	10/1/2017	27,102,780.44	779,966.81	727,793.96	52,172.85	2,902,796.71	217,070.53	26,374,986.48
6	1/1/2018	26,374,986.48	779,966.81	729,194.96	50,771.85	3,631,991.67	267,842.38	25,645,791.52
7	4/1/2018	25,645,791.52	779,966.81	730,598.66	49,368.15	4,362,590.33	317,210.53	24,915,192.86
8	7/1/2018	24,915,192.86	779,966.81	732,005.06	47,961.75	5,094,595.39	365,172.28	24,183,187.80
9	10/1/2018	24,183,187.80	779,966.81	733,414.17	46,552.64	5,828,009.56	411,724.92	23,449,773.63
10	1/1/2019	23,449,773.63	779,966.81	734,826.00	45,140.81	6,562,835.56	456,865.73	22,714,947.63
11	4/1/2019	22,714,947.63	779,966.81	736,240.54	43,726.27	7,299,076.10	500,592.00	21,978,707.09
12	7/1/2019	21,978,707.09	779,966.81	737,657.80	42,309.01	8,036,733.90	542,901.01	21,241,049.29
13	10/1/2019	21,241,049.29	779,966.81	739,077.79	40,889.02	8,775,811.69	583,790.03	20,501,971.50
14	1/1/2020	20,501,971.50	779,966.81	740,500.51	39,466.30	9,516,312.20	623,256.33	19,761,470.99
15	4/1/2020	19,761,470.99	779,966.81	741,925.98	38,040.83	10,258,238.18	661,297.16	19,019,545.01
16	7/1/2020	19,019,545.01	779,966.81	743,354.19	36,612.62	11,001,592.37	697,909.78	18,276,190.82
17	10/1/2020	18,276,190.82	779,966.81	744,785.14	35,181.67	11,746,377.51	733,091.45	17,531,405.68
18	1/1/2021	17,531,405.68	779,966.81	746,218.85	33,747.96	12,492,596.36	766,839.41	16,785,186.83
19	4/1/2021	16,785,186.83	779,966.81	747,655.33	32,311.48	13,240,251.69	799,150.89	16,037,531.50
20	7/1/2021	16,037,531.50	779,966.81	749,094.56	30,872.25	13,989,346.25	830,023.14	15,288,436.94
21	10/1/2021	15,288,436.94	779,966.81	750,536.57	29,430.24	14,739,882.82	859,453.38	14,537,900.37
22	1/1/2022	14,537,900.37	779,966.81	751,981.35	27,985.46	15,491,864.17	887,438.84	13,785,919.02
23	4/1/2022	13,785,919.02	779,966.81	753,428.92	26,537.89	16,245,293.09	913,976.73	13,032,490.10
24	7/1/2022	13,032,490.10	779,966.81	754,879.27	25,087.54	17,000,172.36	939,064.27	12,277,610.83
25	10/1/2022	12,277,610.83	779,966.81	756,332.41	23,634.40	17,756,504.77	962,698.67	11,521,278.42
26	1/1/2023	11,521,278.42	779,966.81	757,788.35	22,178.46	18,514,293.12	984,877.13	10,763,490.07
27	4/1/2023	10,763,490.07	779,966.81	759,247.09	20,719.72	19,273,540.21	1,005,596.85	10,004,242.98
28	7/1/2023	10,004,242.98	779,966.81	760,708.64	19,258.17	20,034,248.85	1,024,855.02	9,243,534.34
29	10/1/2023	9,243,534.34	779,966.81	762,173.01	17,793.80	20,796,421.86	1,042,648.82	8,481,361.33
30	1/1/2024	8,481,361.33	779,966.81	763,640.19	16,326.62	21,560,062.05	1,058,975.44	7,717,721.14
31	4/1/2024	7,717,721.14	779,966.81	765,110.20	14,856.61	22,325,172.25	1,073,832.05	6,952,610.94
32	7/1/2024	6,952,610.94	779,966.81	766,583.03	13,383.78	23,091,755.28	1,087,215.83	6,186,027.91
33	10/1/2024	6,186,027.91	779,966.81	768,058.71	11,908.10	23,859,813.99	1,099,123.93	5,417,969.20
34	1/1/2025	5,417,969.20	779,966.81	769,537.22	10,429.59	24,629,351.21	1,109,553.52	4,648,431.98
35	4/1/2025	4,648,431.98	779,966.81	771,018.58	8,948.23	25,400,369.79	1,118,501.75	3,877,413.40
36	7/1/2025	3,877,413.40	779,966.81	772,502.79	7,464.02	26,172,872.58	1,125,965.77	3,104,910.61
37	10/1/2025	3,104,910.61	779,966.81	773,989.86	5,976.95	26,946,862.44	1,131,942.72	2,330,920.75
38	1/1/2026	2,330,920.75	779,966.81	775,479.79	4,487.02	27,722,342.23	1,136,429.74	1,555,440.96
39	4/1/2026	1,555,440.96	779,966.81	776,972.59	2,994.22	28,499,314.82	1,139,423.96	778,468.37
40	7/1/2026	778,468.37	779,966.81	778,468.26	1,498.55	29,277,783.08	1,140,922.51	0.11
TOTAL			**31,198,672.40**	**29,999,999.89**	**1,198,672.51**			

AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CITY OF «COMPANY»
«START_DATE» THROUGH «END_DATE»

THIS AGREEMENT entered into this «START_DAY» day of «START_MONTH» «START_YEAR», which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and the CITY OF «COMPANY»«MUNI_CORP» (CITY). This Agreement shall be administered by County of Orange OC Community Resources (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, CITY wishes to contract with COUNTY for the provision of the OC Animal Care Services described herein; and

WHEREAS, COUNTY is willing and able to provide such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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EXHIBIT A

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EXHIBIT B

Animal Care Notice of Intent ..... 1 Page

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REFERENCED CONTRACT PROVISIONS

Term: «START_DATE» through «END_DATE»

Notices to COUNTY and CITY:

COUNTY: County of Orange
OC Community Resources
Director's Office
1770 North Broadway
Santa Ana, CA 92706-2642

and

County of Orange
OC Community Resources
OC Animal Care Director
561 The City Drive South
Orange, CA 92868

CITY: «CONTACT»
«JOB_TITLE»
City of «COMPANY2»
«ADDRESS1»
«CITY_STATE_ZIP»

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I. ALTERATION OF TERMS

This Agreement, together with Exhibit A and B, attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CITY with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both COUNTY and CITY. This Agreement supersedes any and all previous agreements between the parties relating to the subject matter hereof.

II. INDEMNIFICATION AND INSURANCE

A. CITY agrees to indemnify, defend and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CITY pursuant to this Agreement. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. COUNTY agrees to indemnify, defend and hold CITY, its elected and appointed officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to, personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against COUNTY and CITY by a court of competent jurisdiction because of the concurrent active negligence of CITY, COUNTY and CITY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

C. Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.

D. Without limiting CITY's indemnification, CITY warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by ADMINISTRATOR, CITY shall provide evidence of such insurance.

E. Without limiting COUNTY's indemnification, COUNTY warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by CITY, COUNTY

shall provide evidence of such insurance.

III. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified on Page 3 of this Agreement or otherwise directed by ADMINISTRATOR or CITY;

2. When FAXed, transmission confirmed;

3. When sent by electronic mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR or CITY and shall be effective when FAXed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. Each party shall notify the other party, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose either party to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CITY.

D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

IV. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

V. STATUS OF THE PARTIES

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Each party is entirely responsible for compensating staff and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CITY or any of either party's employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the

course and scope of their employment. Each party, its agents, employees, or subcontractors, shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

VI. TERM

A. The term of this Agreement shall commence as specified on Page 3 of this Agreement.

B. This Agreement shall be effective for the full ten (10) year term specified on Page 3 of this Agreement, provided no notice of termination has been given by COUNTY in accordance with the Termination paragraph of this Agreement.

VII. TERMINATION

A. COUNTY may terminate this Agreement immediately upon default by CITY of its obligations hereunder or under that Participation Agreement entered into, in the year 2016, between CITY, COUNTY, and all other cities then contracting for Animal Care Services with COUNTY, for the purpose of allocating the increased costs of Animal Care Services resulting from the construction of a new animal shelter.

B. Upon termination, both parties shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

C. Any obligation of COUNTY under this Agreement is contingent upon the inclusion of sufficient funding for the services hereunder in the applicable budgets approved by the Board of Supervisors. In the event such funding is subsequently reduced or terminated, COUNTY may terminate this Agreement upon thirty (30) calendar days written notice given to CITY. Any obligation of CITY under this Agreement is contingent on COUNTY making available to CITY the continued use of Animal Care Services pursuant to the terms hereof. CITY acknowledges that other local cities have or will enter into similar agreements with the COUNTY to provide Animal Care Services for a period of ten (10) years, that the sharing of costs among the COUNTY and all contracting cities allows for costs efficiencies and operational savings to COUNTY and each contracting city, and that COUNTY and each contracting city have entered into their Services Agreements in reliance on such shared costs and resulting savings. CITY further acknowledges that the refusal of CITY to fulfill its obligations under this Agreement would increase the financial burden of services on COUNTY and all remaining contracting cities. CITY therefore agrees that it will fulfill its obligations hereunder and acknowledges that COUNTY and the other cities acquiring Animal Care Services from COUNTY are relying on CITY'S stated agreement, and the sharing of costs with CITY, in electing to acquire similar services.

VIII. THIRD PARTY BENEFICIARY

Except to the extent provided for in Section VII above with respect to other contracting cities,

neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services hereunder.

IX. WAIVER OF DEFAULT OR BREACH

Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach shall not be considered a modification of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

CITY OF «COMPANY» «MUNI_CORP»

BY: _____ DATED: _____
«TITLE1»

ATTEST:

BY: _____ DATED: _____
CITY CLERK

APPROVED AS TO FORM:

BY: _____ DATED: _____
CITY ATTORNEY

COUNTY OF ORANGE

BY: _____ DATED: _____

TITLE: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____
DEPUTY

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF «COMPANY»
«START_DATE» THROUGH «END_DATE»

I. DEFINITIONS

A. "Actual Cost" means all COUNTY expenditures, including indirect charges, for providing Animal Care Services to CITY pursuant to this Agreement.

B. "Animal Care Notice of Intent" means the document, signed by authorized representatives of COUNTY and CITY, which specifies all Animal Care Services COUNTY intends to provide to CITY, the estimated cost of the services, and the effective date.

C. "Animal Care Service(s)" means one or more service to be provided by COUNTY to CITY, as specified, by category, in Paragraph II.B. of Exhibit A to this Agreement.

D. "Fee Revenue" means revenue collected by COUNTY for Animal Care Services provided by COUNTY to CITY pursuant to this Agreement.

E. "Fiscal Year" means a twelve (12)-month period from July through June.

F. "Net Cost" means Actual Cost minus Fee Revenue.

G. "Service Details" mean the activities performed by COUNTY within an Animal Care Service category.

II. SERVICES TO BE PROVIDED BY COUNTY

A. ANIMAL CARE NOTICE OF INTENT

1. Annually, by March 1, CITY shall identify which of the Animal Care Services, specified below in subparagraph II.B. of Exhibit A to this Agreement, CITY would like COUNTY to provide during the next Fiscal Year. CITY and COUNTY may agree to individualized levels of Service Details within the Animal Care Services selected. Requests for individualized levels of Service Details will only be considered by COUNTY if the resulting service level will not conflict with state or federal statutes and will not endanger public health.

2. Annually, by April 1, COUNTY shall prepare and send to CITY an Animal Care Notice of Intent which shall include, but not be limited to, a list of Animal Care Services, and individualized Service Details, if any, COUNTY agrees to provide, estimated costs for said services, and the start date for those services. COUNTY shall provide the Animal Care Services specified in the Animal Care Notice of Intent signed by both ADMINISTRATOR or designee, and an authorized representative of CITY.

3. Upon mutual agreement of CITY and COUNTY, COUNTY may prepare a new or amended Animal Care Notice of Intent at any time, may change due dates specified in subparagraph II.A.1. and II.A.2. of Exhibit A to this Agreement, and may modify the format of the Animal Care Notice of Intent attached to this Agreement as Exhibit B.

B. ANIMAL CARE SERVICES – COUNTY provides the following seven (7) categories of Animal Care Services. Each category of service includes Service Details which may be added or changed by ADMINISTRATOR upon six (6) months prior notification to CITY. COUNTY shall provide to CITY the Animal Care Services specified on the most current, Animal Care Notice of Intent for the Fiscal Year, signed in accordance with subparagraph II.A.2. of this Exhibit A to the Agreement.

1. ANIMAL CONTROL SERVICES – Animal Control Services include, but are not limited to, emergency response service; patrolling; impounding of stray animals and of owner-released animals; animal cruelty investigations; animal bite investigations; citation issuance; field release to owner and impound fee collection for impounded animals; quarantine activities including home checks of animals involved in bites; site inspections required to comply with vicious dog ordinances; emergency transportation of injured, impounded animals to a veterinarian; impounding of deceased animals for disposal; responses to requests for assistance from law enforcement and CITY officials regarding suspected criminal activities or zoning violations related to animals; advice to residents regarding wildlife management or other animal concerns, not to include wildlife eradication or relocation services; injured wildlife pick-up; animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up; assistance to residents regarding potentially dangerous and/or vicious animals; impound data entry; and impound animal photography.

2. ANIMAL CARE SPECIAL SERVICES

a. Animal Care Special Services include, but are not limited to animal license issuance and renewal; fee collection and payment services; customer support regarding animal licensing; animal license billing; delinquent animal license follow-up; animal field canvassing to locate and license unlicensed animals; inspection of animal-related businesses in CITY jurisdiction in response to complaints and in accordance with COUNTY established inspection schedules; and when applicable, issuance of animal permits for private homes.

b. The number of hours of canvassing provided to CITY by COUNTY will be prorated based on available canvassing hours and CITY percentage of costs of Animal Care Services received by CITY during the previous Fiscal Year. At sole discretion of COUNTY, COUNTY may provide canvassing services to cities that did not receive canvassing services in the previous Fiscal Year. COUNTY may change its methodology for allocating canvassing hours upon six (6) months prior notification to cities.

3. ANIMAL CARE SHELTER SERVICES

a. Animal Care Shelter Services include, but are not limited to, retention of impounded

animals at COUNTY's Animal Care Shelter (Shelter), public display of animals to allow owner identification; contact of owners when animals are wearing identification; sale or release of impounded animals to residents; animal evaluation for adoption; reasonable effort toward animal placement; public education; volunteer services; rescue group coordination; euthanasia and disposal of animals that are neither redeemed nor adopted; veterinary services and spay/neuter surgeries consistent with standards established by the California Veterinary Medical Board; and necropsies on animals that die under suspicious circumstances or at the request of law enforcement.

b. CITY may request additional retention days for healthy, non-aggressive impounded animals. Additional retention days will be offered to CITY upon written approval by COUNTY's OC Community Resources Director, or designee, on a space available basis only.

c. COUNTY agrees to maintain its Shelter in a humane manner, consistent with applicable laws, keep said premises in a clean condition at all times, and use humane methods of care consistent with applicable laws.

d. No animals may be donated, sold or otherwise released for the purposes of experimentation, research or vivisection.

4. BARKING DOG COMPLAINT SERVICES – Barking Dog Compliant Services include, but are not limited to, receipt of barking dog complaints from residents, customer assistance regarding barking dog complaints, issuance of citations, and administrative hearings in response to complaints received by COUNTY for barking dogs within jurisdiction of CITY.

5. STANDARD LICENSING SERVICES – Standard Licensing Services include, but are not limited to, animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up.

6. CITY LICENSE SERVICES

a. City License Services include, but are not limited to, issuance of CITY animal licenses at the time of adoption or redemption by owners. CITY shall provide CITY licensing tags to COUNTY. COUNTY shall provide quarterly licensing reports to CITY.

b. CITY shall make its best effort to provide updated animal licensing information to COUNTY.

7. ANIMAL IMPOUND SERVICES – Animal Impound Services include, but are not limited to, data entry of impound information for each live or deceased animal from CITY, impound animal photography for each live animal, owner notification of impounded animal, and posting of animal photographs on COUNTY website. COUNTY shall receive CITY animals at Shelter at times arranged by COUNTY.

C. COUNTY shall notify CITY of COUNTY's hours of operation for Animal Care Services. COUNTY may adjust hours of operation for Animal Care Services upon ninety (90) calendar days prior notification given to CITY.

D. Animals which are being retained for criminal prosecutions, except for violations of animal

control regulations and/or ordinances pursuant to this Agreement, are not to be construed as held pursuant to the services provided under this Agreement; housing will be provided at the discretion of COUNTY and at COUNTY's usual and customary charges for such housing.

E. To facilitate the performance of services, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees.

III. PAYMENTS

A. BASIS FOR PAYMENT

1. CITY shall pay COUNTY the Net Cost of providing Animal Care Services specified in Animal Care Notice of Intent for CITY signed in accordance with subparagraph II.A. CITY Net Costs may include services/supplies procured but not yet delivered within the Fiscal Year.

2. The methodology for determining CITY's Actual Cost of Animal Care Services shall be provided to CITY annually in accordance with the Reports paragraph of this Agreement. CITY shall take all action necessary to ensure that Animal Care Services fees effective with respect to CITY are consistent with the most recent animal care services fees approved by the County of Orange Board of Supervisors (the "COUNTY FEES") which fee amounts will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services. If CITY wishes to charge fees which are different from the COUNTY FEES, CITY shall notify COUNTY of the applicable fee amounts to be charged for Animal Care Services within CITY's jurisdiction (the "CITY FEES") and the applicable CITY FEES will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services.

3. COUNTY shall record and retain all Fee Revenue derived from providing Animal Care Services to CITY. CITY's Fee Revenue shall be credited to CITY's Actual Cost of Animal Care Services. COUNTY shall have all fee collection powers of CITY and shall receive full cooperation from CITY to enable efficient enforcement of fee collection.

B. PAYMENT SCHEDULE

1. Each Fiscal Year, CITY shall pay COUNTY in arrears for the Net Cost of Animal Care Services provided in accordance with the following payment schedule. Billings are due from COUNTY to CITY within thirty (30) calendar days following the three-month Period specified below.

Period	Billing Due	Payment Due
July 1 through September 30	October 30	November 25
October 1 through December 31	January 30	February 25
January 1 through March 31	April 30	May 25
April 1 through June 30	July 30	August 25

2. If payment is not received by COUNTY by the payment due date specified above in subparagraph III.B. of Exhibit A to this Agreement, COUNTY may cease providing any further service under this Agreement and may satisfy the indebtedness in any manner prescribed by law.

3. COUNTY may modify the payment schedule upon six (6) months written notification to CITY.

IV. CITY MANAGERS ASSOCIATION ANIMAL CARE COMMITTEE

A subcommittee of the Orange County City Managers Association representing all cities participating in OCAC services exists to facilitate communication between OCAC and the city managers and staff of participating cities regarding financial and operational matters of OCAC, including, but not limited to: the assessment of cost options for animal care services provided under the Services Agreements; supplemental services or financial requests which result in a change to a participating city's Actual Cost; consideration of new or adjusted fees; and other Service Details which may arise during the course of the Agreement. COUNTY shall provide regular updates on operations to the City Managers Association Animal Care Committee and to a participating city upon request.

V. LAWS AND REGULATIONS

A. COUNTY shall comply with all applicable governmental laws, regulations, and requirements related to Animal Care Services, as they exist now or may be hereafter amended or changed and shall enforce federal and state statutes deemed applicable to CITY by COUNTY. Animal Care Services provided by COUNTY to CITY may be changed to comply with said laws, regulations, and requirements. ADMINISTRATOR will make its best efforts to notify CITY of changes that may impact Animal Care Services provided through this Agreement.

B. For each Animal Care Service that COUNTY agrees to provide to CITY in an Animal Care Notice of Intent, CITY shall enact and maintain in full force and effect ordinances identical to COUNTY ordinances which apply to said service, including but not limited to, those related to fees. ADMINISTRATOR shall notify CITY of the deadline for adopting said ordinances. If COUNTY is unable to enforce an animal care ordinance because of the limitations of a CITY ordinance or failure of CITY to adopt identical ordinances related to an Animal Care Service, COUNTY may suspend provision of one or all Animal Care Services to CITY or may terminate this Agreement. It is solely the responsibility of CITY to immediately notify COUNTY of any discrepancy between relevant ordinances maintained by CITY and those maintained by COUNTY.

D. If CITY wishes to maintain any relevant ordinance that is not consistent, on any point, with COUNTY ordinances, CITY shall immediately notify COUNTY of the discrepant ordinance. At the sole discretion of COUNTY, COUNTY may waive CITY enactment and maintenance of COUNTY animal care ordinances and may agree to enforce, and issue citations for violations pursuant to, the discrepant CITY ordinance. CITY acknowledges that individualized enforcement of unique CITY ordinances may result in increased costs to CITY.

E. CITY shall notify COUNTY of its intent to add, amend, or delete any CITY animal care ordinance at least ninety (90) calendar days in advance of its addition, amendment, or deletion.

F. CITY may request that specific ordinances adopted by CITY not be enforced in CITY by COUNTY. Requests for exclusion must be submitted in writing and received by COUNTY ninety (90) calendar days prior to the requested exclusion. Requests for exclusion will only be considered by COUNTY if they are not in conflict with state statutes and do not endanger public health. COUNTY shall notify CITY, in writing, of COUNTY's decision regarding the requested exclusion.

G. COUNTY's OC Community Resources Director, or designee, may provide assistance to CITY in defining the manner in which enforcement of a new or amended animal care ordinance would be provided by COUNTY. Requests for assistance must be made in writing and received by COUNTY ninety (90) calendar days prior to the requested implementation of the service. If the cost of such service can be delineated and accommodated by COUNTY, COUNTY will send an amended Animal Care Notice of Intent to CITY which will include reference to the CITY ordinance.

H. CITY will reimburse COUNTY for ordinance enforcement, as specified in the Payments Paragraph of this Agreement.

VI. REPORTS

A. Each Fiscal Year, COUNTY shall provide to CITY written, quarterly reports of Animal Care Services revenue and expenses for each period specified below. Said reports will be due to CITY within thirty (30) calendar days of the month following the reporting period, in accordance with the schedule below:

Period	Reports Due
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

B. Each Fiscal Year, COUNTY shall provide the following Animal Care Services reports to CITY by July 30:

1. A payment methodology report for Animal Care Services to be provided by COUNTY during the next Fiscal Year and
2. A Fiscal Year intake and outcome report.

C. COUNTY may change the due dates for reports specified in subparagraphs VI.A. and VI.B. above upon six (6) months written notification to CITY.

D. No less than once every three (3) years, COUNTY shall engage an external auditor to review CITY billings.

VII. RECORDS

A. All records created or received by COUNTY in accordance with the performance of COUNTY services pursuant to this Agreement are confidential. COUNTY agrees to keep said records in such form and manner as the Auditor-Controller of COUNTY shall specify. Said records shall be open for examination by CITY at all reasonable times.

B. Once each Fiscal Year, COUNTY shall deliver to CITY only the addresses of each CITY licensed animal upon demand without additional expense or cost to CITY. Any such information requested which is confidential pursuant to the terms of the Public Records Act shall be released to CITY pursuant to government code. Prior to each disclosure, CITY agrees to complete and return to COUNTY a "Confidentiality Agreement" on a form approved or provided by COUNTY. The parties agree and understand that this procedure is required by the Public Records Act and necessitated to permit CITY to obtain the information required for its use, and to allow COUNTY to disclose said information. Upon receipt by COUNTY, the records requested may be released to the extent COUNTY is in possession of such records, and permitted by state law to disclose them voluntarily.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF «COMPANY»
«START_DATE» THROUGH «END_DATE»

ANIMAL CARE NOTICE OF INTENT

This Animal Care Notice of Intent specifies Animal Care Services to be provided to CITY by COUNTY for the Period: «NOI_START» through «NOI_END». COUNTY agrees to provide to the City of «COMPANY2» the following Animal Care Services beginning «NOI_EFFECTIVE»:

«SERVICE1»
«SERVICE2»
«SERVICE3»
«SERVICE4»
«SERVICE5»

The total estimated cost for Animal Care Services specified above is «TOTAL_COST_».

☒ This is a new Animal Care Notice of Intent for the Period indicated above.
☐ This is an Amendment to an existing Animal Care Notice of Intent for the Period indicated above.

Significant Changes Since the Previous Animal Care Notice of Intent:

_____

_____

_____

To the best of my knowledge, this notice specifies the Animal Care Services to be provided by COUNTY.

_____ _____
City of «COMPANY2» Representative and Title Date

_____ _____
OC Animal Care Director Date

AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CITY OF «COMPANY»
«START_DATE» THROUGH «END_DATE»

THIS AGREEMENT entered into this «START_DAY» day of «START_MONTH» «START_YEAR», which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and the CITY OF «COMPANY»«MUNI_CORP» (CITY). This Agreement shall be administered by County of Orange OC Community Resources (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, CITY wishes to contract with COUNTY for the provision of the OC Animal Care Services described herein; and

WHEREAS, COUNTY is willing and able to provide such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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EXHIBIT B

Animal Care Notice of Intent ..... 1 Page

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REFERENCED CONTRACT PROVISIONS

Term: «START_DATE» through «END_DATE»

Notices to COUNTY and CITY:

COUNTY: County of Orange
OC Community Resources
Director's Office
1770 North Broadway
Santa Ana, CA 92706-2642

and

County of Orange
OC Community Resources
OC Animal Care Director
561 The City Drive South
Orange, CA 92868

CITY: «CONTACT»
«JOB_TITLE»
City of «COMPANY2»
«ADDRESS1»
«CITY_STATE_ZIP»

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I. ALTERATION OF TERMS

This Agreement, together with Exhibit A and B, attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CITY with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both COUNTY and CITY. This Agreement supersedes any and all previous agreements between the parties relating to the subject matter hereof.

II. INDEMNIFICATION AND INSURANCE

A. CITY agrees to indemnify, defend and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CITY pursuant to this Agreement. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. COUNTY agrees to indemnify, defend and hold CITY, its elected and appointed officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to, personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against COUNTY and CITY by a court of competent jurisdiction because of the concurrent active negligence of CITY, COUNTY and CITY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

C. Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.

D. Without limiting CITY's indemnification, CITY warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by ADMINISTRATOR, CITY shall provide evidence of such insurance.

E. Without limiting COUNTY's indemnification, COUNTY warrants that it is self-insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance

covering its operations, placed with reputable insurance companies. Upon request by CITY, COUNTY shall provide evidence of such insurance.

III. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified on Page 3 of this Agreement or otherwise directed by ADMINISTRATOR or CITY;
2. When FAXed, transmission confirmed;
3. When sent by electronic mail; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR or CITY and shall be effective when FAXed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. Each party shall notify the other party, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose either party to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CITY.

D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

IV. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

V. STATUS OF THE PARTIES

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Each party is entirely responsible for compensating staff and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CITY or any of either party's employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its

employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. Each party, its agents, employees, or subcontractors, shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

VI. TERM

A. The term of this Agreement shall commence as specified on Page 3 of this Agreement.

B. ~~The~~This Agreement shall be effective for the full ten (10) year term specified on Page 3 of this Agreement~~ shall be automatically renewed each July for twelve (12) additional months~~, provided no notice of termination has been given by~~ either CITY or~~ COUNTY in accordance with the Termination paragraph of this Agreement.

VII. TERMINATION

~~A. Either party may terminate this Agreement, without cause, upon six (6) months written notice given to other party.~~

A. COUNTY may terminate this Agreement immediately upon default by CITY of its obligations hereunder or under that Participation Agreement entered into, in the year 2016, between CITY, COUNTY, and all other cities then contracting for Animal Care Services with COUNTY, for the purpose of allocating the increased costs of Animal Care Services resulting from the construction of a new animal shelter.

B. ~~Both~~Upon termination, both parties shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

C. Any obligation of COUNTY under this Agreement is contingent upon the inclusion of sufficient funding for the services hereunder in the applicable budgets approved by the Board of Supervisors. In the event such funding is subsequently reduced or terminated, COUNTY may terminate this Agreement upon thirty (30) calendar days written notice given to CITY. Any obligation of CITY under this Agreement is contingent on COUNTY making available to CITY the continued use of Animal Care Services pursuant to the terms hereof. CITY acknowledges that other local cities have or will enter into similar agreements with the COUNTY to provide Animal Care Services for a period of ten (10) years, that the sharing of costs among the COUNTY and all contracting cities allows for costs efficiencies and operational savings to COUNTY and each contracting city, and that COUNTY and each contracting city have entered into their Services Agreements in reliance on such shared costs and resulting savings. CITY further acknowledges that the refusal of CITY to fulfill its obligations under this Agreement would increase the financial burden of services on COUNTY and all remaining contracting cities. CITY therefore agrees that it will fulfill its obligations hereunder and acknowledges that COUNTY and the other cities acquiring Animal Care Services from COUNTY are relying on

CITY'S stated agreement, and the sharing of costs with CITY, in electing to acquire similar services.

VIII. THIRD PARTY BENEFICIARY

~~Neither~~ Except to the extent provided for in Section VII above with respect to other contracting cities, neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services hereunder.

IX. WAIVER OF DEFAULT OR BREACH

Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach shall not be considered a modification of the terms of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

CITY OF «COMPANY» «MUNI_CORP»

BY: _____ DATED: _____
«TITLE1»

ATTEST:

BY: _____ DATED: _____
CITY CLERK

APPROVED AS TO FORM:

BY: _____ DATED: _____
CITY ATTORNEY

COUNTY OF ORANGE

BY: _____ DATED: _____

TITLE: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____
DEPUTY

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF «COMPANY»
«START_DATE» THROUGH «END_DATE»

I. DEFINITIONS

A. "Actual Cost" means all COUNTY expenditures, including indirect charges, for providing Animal Care Services to CITY pursuant to this Agreement.

B. "Animal Care Notice of Intent" means the document, signed by authorized representatives of COUNTY and CITY, which specifies all Animal Care Services COUNTY intends to provide to CITY, the estimated cost of the services, and the effective date.

C. "Animal Care Service(s)" means one or more service to be provided by COUNTY to CITY, as specified, by category, in Paragraph II.B. of Exhibit A to this Agreement.

D. "Fee Revenue" means revenue collected by COUNTY for Animal Care Services provided by COUNTY to CITY pursuant to this Agreement.

E. "Fiscal Year" means a twelve (12)-month period from July through June.

F. "Net Cost" means Actual Cost minus Fee Revenue.

G. "Service Details" mean the activities performed by COUNTY within an Animal Care Service category.

II. SERVICES TO BE PROVIDED BY COUNTY

A. ANIMAL CARE NOTICE OF INTENT

1. Annually, by March 1, CITY shall identify which of the Animal Care Services, specified below in subparagraph II.B. of Exhibit A to this Agreement, CITY would like COUNTY to provide during the next Fiscal Year. CITY and COUNTY may agree to individualized levels of Service Details within the Animal Care Services selected. Requests for individualized levels of Service Details will only be considered by COUNTY if the resulting service level will not conflict with state or federal statutes and will not endanger public health.

2. Annually, by April 1, COUNTY shall prepare and send to CITY an Animal Care Notice of Intent which shall include, but not be limited to, a list of Animal Care Services, and individualized Service Details, if any, COUNTY agrees to provide, estimated costs for said services, and the start date for those services. COUNTY shall provide the Animal Care Services specified in the Animal Care Notice of Intent signed by both ADMINISTRATOR or designee, and an authorized representative of CITY.

3. Upon mutual agreement of CITY and COUNTY, COUNTY may prepare a new or amended Animal Care Notice of Intent at any time, may change due dates specified in subparagraph II.A.1. and II.A.2. of Exhibit A to this Agreement, and may modify the format of the Animal Care Notice of Intent attached to this Agreement as Exhibit B.

B. ANIMAL CARE SERVICES – COUNTY provides the following seven (7) categories of Animal Care Services. Each category of service includes Service Details which may be added or changed by ADMINISTRATOR upon six (6) months prior notification to CITY. COUNTY shall provide to CITY the Animal Care Services specified on the most current, Animal Care Notice of Intent for the Fiscal Year, signed in accordance with subparagraph II.A.2. of this Exhibit A to the Agreement.

1. ANIMAL CONTROL SERVICES – Animal Control Services include, but are not limited to, emergency response service; patrolling; impounding of stray animals and of owner-released animals; animal cruelty investigations; animal bite investigations; citation issuance; field release to owner and impound fee collection for impounded animals; quarantine activities including home checks of animals involved in bites; site inspections required to comply with vicious dog ordinances; emergency transportation of injured, impounded animals to a veterinarian; impounding of deceased animals for disposal; responses to requests for assistance from law enforcement and CITY officials regarding suspected criminal activities or zoning violations related to animals; advice to residents regarding wildlife management or other animal concerns, not to include wildlife eradication or relocation services; injured wildlife pick-up; animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up; assistance to residents regarding potentially dangerous and/or vicious animals; impound data entry; and impound animal photography.

2. ANIMAL CARE SPECIAL SERVICES

a. Animal Care Special Services include, but are not limited to animal license issuance and renewal; fee collection and payment services; customer support regarding animal licensing; animal license billing; delinquent animal license follow-up; animal field canvassing to locate and license unlicensed animals; inspection of animal-related businesses in CITY jurisdiction in response to complaints and in accordance with COUNTY established inspection schedules; and when applicable, issuance of animal permits for private homes.

b. The number of hours of canvassing provided to CITY by COUNTY will be prorated based on available canvassing hours and CITY percentage of costs of Animal Care Services received by CITY during the previous Fiscal Year. At sole discretion of COUNTY, COUNTY may provide canvassing services to cities that did not receive canvassing services in the previous Fiscal Year. COUNTY may change its methodology for allocating canvassing hours upon six (6) months prior notification to cities.

3. ANIMAL CARE SHELTER SERVICES

a. Animal Care Shelter Services include, but are not limited to, retention of impounded

animals at COUNTY's Animal Care Shelter (Shelter), public display of animals to allow owner identification; contact of owners when animals are wearing identification; sale or release of impounded animals to residents; animal evaluation for adoption; reasonable effort toward animal placement; public education; volunteer services; rescue group coordination; euthanasia and disposal of animals that are neither redeemed nor adopted; veterinary services and spay/neuter surgeries consistent with standards established by the California Veterinary Medical Board; and necropsies on animals that die under suspicious circumstances or at the request of law enforcement.

b. CITY may request additional retention days for healthy, non-aggressive impounded animals. Additional retention days will be offered to CITY upon written approval by COUNTY's OC Community Resources Director, or designee, on a space available basis only.

c. COUNTY agrees to maintain its Shelter in a humane manner, consistent with applicable laws, keep said premises in a clean condition at all times, and use humane methods of care consistent with applicable laws.

d. No animals may be donated, sold or otherwise released for the purposes of experimentation, research or vivisection.

4. BARKING DOG COMPLAINT SERVICES – Barking Dog Compliant Services include, but are not limited to, receipt of barking dog complaints from residents, customer assistance regarding barking dog complaints, issuance of citations, and administrative hearings in response to complaints received by COUNTY for barking dogs within jurisdiction of CITY.

5. STANDARD LICENSING SERVICES – Standard Licensing Services include, but are not limited to, animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up.

6. CITY LICENSE SERVICES

a. City License Services include, but are not limited to, issuance of CITY animal licenses at the time of adoption or redemption by owners. CITY shall provide CITY licensing tags to COUNTY. COUNTY shall provide quarterly licensing reports to CITY.

b. CITY shall make its best effort to provide updated animal licensing information to COUNTY.

7. ANIMAL IMPOUND SERVICES – Animal Impound Services include, but are not limited to, data entry of impound information for each live or deceased animal from CITY, impound animal photography for each live animal, owner notification of impounded animal, and posting of animal photographs on COUNTY website. COUNTY shall receive CITY animals at Shelter at times arranged by COUNTY.

C. COUNTY shall notify CITY of COUNTY's hours of operation for Animal Care Services. COUNTY may adjust hours of operation for Animal Care Services upon ninety (90) calendar days prior notification given to CITY.

D. Animals which are being retained for criminal prosecutions, except for violations of animal

control regulations and/or ordinances pursuant to this Agreement, are not to be construed as held pursuant to the services provided under this Agreement; housing will be provided at the discretion of COUNTY and at COUNTY's usual and customary charges for such housing.

E. To facilitate the performance of services, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees.

III. PAYMENTS

A. BASIS FOR PAYMENT

1. CITY shall pay COUNTY the Net Cost of providing Animal Care Services specified in Animal Care Notice of Intent for CITY signed in accordance with subparagraph II.A. CITY Net Costs may include services/supplies procured but not yet delivered within the Fiscal Year.

2. The methodology for determining CITY's Actual Cost of Animal Care Services shall be provided to CITY annually in accordance with the Reports paragraph of this Agreement. ~~The most recent animal care services fees approved by the County of Orange Board of Supervisors~~CITY shall take all action necessary to ensure that Animal Care Services fees effective with respect to CITY are consistent with the most recent animal care services fees approved by the County of Orange Board of Supervisors (the "COUNTY FEES") which fee amounts will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services. If CITY wishes to charge fees which are different from the COUNTY FEES, CITY shall notify COUNTY of the applicable fee amounts to be charged for Animal Care Services within CITY's jurisdiction (the "CITY FEES") and the applicable CITY FEES will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services.

3. COUNTY shall record and retain all Fee Revenue derived from providing Animal Care Services to CITY. CITY's Fee Revenue shall be credited to CITY's Actual Cost of Animal Care Services. COUNTY shall have all fee collection powers of CITY and shall receive full cooperation from CITY to enable efficient enforcement of fee collection.

B. PAYMENT SCHEDULE

1. Each Fiscal Year, CITY shall pay COUNTY in arrears for the Net Cost of Animal Care Services provided in accordance with the following payment schedule. Billings are due from COUNTY to CITY within thirty (30) calendar days following the three-month Period specified below.

Period	Billing Due	Payment Due
July 1 through September 30	October 30	November 25
October 1 through December 31	January 30	February 25
January 1 through March 31	April 30	May 25
April 1 through June 30	July 30	August 25

2. If payment is not received by COUNTY by the payment due date specified above in subparagraph III.B. of Exhibit A to this Agreement, COUNTY may cease providing any further service under this Agreement and may satisfy the indebtedness in any manner prescribed by law.

3. COUNTY may modify the payment schedule upon six (6) months written notification to CITY.

IV. ~~FINANCIAL/OPERATIONAL ADVISORY BOARD~~CITY MANAGERS ASSOCIATION ANIMAL CARE COMMITTEE

~~The parties agree that there shall be a Financial/Operational Advisory Board to advise COUNTY's Director of OC Animal Care on financial and operational matters, to assess cost options, and to communicate with the Orange County City Managers Association. The Financial/Operational Advisory Board shall be made up of seven (7) members, six (6) members appointed by the Orange County City Managers Association and one (1) member appointed by COUNTY. COUNTY may change the membership configuration of the Financial/Operation Advisory Board upon twelve (12) months written notification to CITY.~~ A subcommittee of the Orange County City Managers Association representing all cities participating in OCAC services exists to facilitate communication between OCAC and the city managers and staff of participating cities regarding financial and operational matters of OCAC, including, but not limited to: the assessment of cost options for animal care services provided under the Services Agreements; supplemental services or financial requests which result in a change to a participating city's Actual Cost; consideration of new or adjusted fees; and other Service Details which may arise during the course of the Agreement. COUNTY shall provide regular updates on operations to the City Managers Association Animal Care Committee and to a participating city upon request.

V. LAWS AND REGULATIONS

A. COUNTY shall comply with all applicable governmental laws, regulations, and requirements related to Animal Care Services, as they exist now or may be hereafter amended or changed and shall enforce federal and state statutes deemed applicable to CITY by COUNTY. Animal Care Services provided by COUNTY to CITY may be changed to comply with said laws, regulations, and requirements. ADMINISTRATOR will make its best efforts to notify CITY of changes that may impact Animal Care Services provided through this Agreement.

~~B. Upon mutual agreement between COUNTY and CITY, COUNTY will continue to enforce existing animal care ordinances that COUNTY enforced within CITY jurisdiction during the period July 1, 2007 through June 30, 2008. If COUNTY did not contract with CITY for animal care services during the period July 1, 2007 through June 30, 2008, COUNTY and CITY shall identify CITY animal care ordinances that can be enforced by COUNTY.~~

~~C~~ B. For each Animal Care Service that COUNTY agrees to provide to CITY in an Animal Care Notice of Intent, CITY shall enact and maintain in full force and effect ordinances identical to

COUNTY ordinances which apply to said service, including but not limited to, those related to fees. ADMINISTRATOR shall notify CITY of the deadline for adopting said ordinances. If COUNTY is unable to enforce an animal care ordinance because of the limitations of a CITY ordinance or failure of CITY to adopt identical ordinances related to an Animal Care Service, COUNTY may suspend provision of one or all Animal Care Services to CITY or may terminate this Agreement. It is solely the responsibility of CITY to immediately notify COUNTY of any discrepancy between relevant ordinances maintained by CITY and those maintained by COUNTY.

~~D.~~ D. If CITY wishes to maintain any relevant ordinance that is not consistent, on any point, with COUNTY ordinances, CITY shall immediately notify COUNTY of the discrepant ordinance. At the sole discretion of COUNTY, COUNTY may waive CITY enactment and maintenance of COUNTY animal care ordinances~~. COUNTY~~ and may agree to enforce~~ the provisions of~~, and issue citations for violations pursuant to, ~~CITY's codified~~the discrepant CITY ordinance. CITY acknowledges that individualized enforcement of unique CITY ordinances~~.~~ may result in increased costs to CITY.

E. CITY shall notify COUNTY of its intent to add, amend, or delete any CITY animal care ordinance at least ninety (90) calendar days in advance of its addition, amendment, or deletion.

F. CITY may request that specific ordinances adopted by ~~COUNTY~~CITY not be enforced in CITY by COUNTY. Requests for exclusion must be submitted in writing and received by COUNTY ninety (90) calendar days prior to the requested exclusion. Requests for exclusion will only be considered by COUNTY if they are not in conflict with state statutes and do not endanger public health. COUNTY shall notify CITY, in writing, of COUNTY's decision regarding the requested exclusion.

G. COUNTY's OC Community Resources Director, or designee, may provide assistance to CITY in defining the manner in which enforcement of a new or amended animal care ordinance would be provided by COUNTY. Requests for assistance must be made in writing and received by COUNTY ninety (90) calendar days prior to the requested implementation of the service. If the cost of such service can be delineated and accommodated by COUNTY, COUNTY will send an amended Animal Care Notice of Intent to CITY which will include reference to the CITY ordinance.

H. CITY will reimburse COUNTY for ordinance enforcement, as specified in the Payments Paragraph of this Agreement.

VI. REPORTS

A. Each Fiscal Year, COUNTY shall provide to CITY written, quarterly reports of Animal Care Services revenue and expenses for each period specified below. Said reports will be due to CITY within thirty (30) calendar days of the month following the reporting period, in accordance with the schedule below:

Period	Reports Due
July 1 through September 30	October 30

October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

B. Each Fiscal Year, COUNTY shall provide the following Animal Care Services reports to CITY by July 30:

1. A payment methodology report for Animal Care Services to be provided by COUNTY during the next Fiscal Year and

2. A Fiscal Year intake and outcome report.

C. COUNTY may change the due dates for reports specified in subparagraphs VI.A. and VI.B. above upon six (6) months written notification to CITY.

D. No less than once every three (3) years, COUNTY shall engage an external auditor to review CITY billings.

VII. RECORDS

A. All records created or received by COUNTY in accordance with the performance of COUNTY services pursuant to this Agreement are confidential. COUNTY agrees to keep said records in such form and manner as the Auditor-Controller of COUNTY shall specify. Said records shall be open for examination by CITY at all reasonable times.

B. Once each Fiscal Year, COUNTY shall deliver to CITY only the addresses of each CITY licensed animal upon demand without additional expense or cost to CITY. Any such information requested which is confidential pursuant to the terms of the Public Records Act shall be released to CITY pursuant to government code. Prior to each disclosure, CITY agrees to complete and return to COUNTY a "Confidentiality Agreement" on a form approved or provided by COUNTY. The parties agree and understand that this procedure is required by the Public Records Act and necessitated to permit CITY to obtain the information required for its use, and to allow COUNTY to disclose said information. Upon receipt by COUNTY, the records requested may be released to the extent COUNTY is in possession of such records, and permitted by state law to disclose them voluntarily.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF «COMPANY»
«START_DATE» THROUGH «END_DATE»

ANIMAL CARE NOTICE OF INTENT

This Animal Care Notice of Intent specifies Animal Care Services to be provided to CITY by COUNTY for the Period: «NOI_START» through «NOI_END». COUNTY agrees to provide to the City of «COMPANY2» the following Animal Care Services beginning «NOI_EFFECTIVE»:

«SERVICE1»
«SERVICE2»
«SERVICE3»
«SERVICE4»
«SERVICE5»

The total estimated cost for Animal Care Services specified above is «TOTAL_COST_».

☒ This is a new Animal Care Notice of Intent for the Period indicated above.
☐ This is an Amendment to an existing Animal Care Notice of Intent for the Period indicated above.

Significant Changes Since the Previous Animal Care Notice of Intent:

_____

_____

_____

To the best of my knowledge, this notice specifies the Animal Care Services to be provided by COUNTY.

_____ _____
City of «COMPANY2» Representative and Title Date

_____ _____
OC Animal Care Director Date

RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an RFP-RFB, RFI or Contract/Agreement

DATE SUBMITTED: 3/24/2016

TO: CEO/Risk Management/600 W. Santa Ana Blvd., Suite 105 Fax: 714-285-5599
or e-mail this form to RiskMgmtInsurance@ocgov.com with Scope of Work and Contract/Agreement Insurance Provisions. **If this is a renewal, attach prior Risk Management Approval(s).**

FROM: Connie Chang — OC Community Resources
County Employee (Contact For Questions) — County Department

connie.chnag@occr.ocgov.com	(714) 480-2990	(714) 480-2899
County E-Mail Address	Phone # (inc. area code)	Fax # (inc. area code)

Note: The above action is advisory to departments as to risk assessment and protection. Any change in a current contract/agreement requires formal modification unless contract/agreement specifically delegates to County Risk Manager authority to modify insurance requirements.

CONTRACT TYPE: ☐ Commodities ☐ Public Works ☐ Service ☐ Human Services

☐ Consultant Svcs. ☐ Fixed Asset ☐ A & E ☒ Other Participation Agreement with Cities

Vendor Name: Animal Shelter ASR Contract ID/RFP I.D. Number:

Bid: YES ☐ NO ☒ Contract Amount:

Insurance Type To Be Reviewed for Waiver or Modification of Terms

☐ Commercial General Liability	☐ Workers' Compensation	☐ Property Insurance
☐ Commercial Auto Liability	☐ Employer's Liability	☐ Sexual Misconduct
☐ Contractual Liability	☐ Other	☒ Indemnification
☐ Professional Liability (Errors & Omissions)	☐ Limitation of Liability	

Request and Justification: (add another page if necessary)
This ASR is a funding agreement with participating cities for the new animal shelter and animal care services. The Cities have requested mutual indemnification which is not unsual amongst public entities. Agreeing to idemnify the Cities poses no real liability to the County as we are providing services and Cities are providing their proportionate share of the funding.

To Be Completed By CEO/Risk Management

☒ Approved ☐ Denied ☐ Approved as Modified

Comments: Revised indemnity provision is acceptable as Cities are just providing funding.

Manager/CEO/Risk Management — Date 4/4/16

DESIGN ADVISORY BOARD
OC ANIMAL CARE NEW SHELTER PROJECT

The Design Advisory Board shall be created to provide representation of OC Animal Care stakeholder groups in the process of the new shelter project. Membership of the Design Advisory Board shall be composed as follows:

- Three (3) representatives of cities contracted with OC Animal Care selected as set forth in the Participation Agreement
    - Two (2) chosen from contract cities each representing over 8% of total Shelter usage
    - One (1) chosen by mutual agreement of remaining contract cities
- Three (3) representatives of rescue groups
    - Chosen by random selection from OC Animal Care Adoption Partners list
- Two (2) representatives of the Community Outreach Committee
    - Chosen by Community Outreach Committee Chair
- Two (2) representatives of OC Animal Care staff
    - One (1) member chosen by OCEA
    - One (1) member chosen by Teamsters Union
- One (1) representative of the veterinary community, not employed by OC Animal Care
    - Chosen by the Southern California Veterinary Medical Association

The Design Advisory Board will meet with members of OC Public Works, the selected Design-Build contractor and related sub-contractors, and OC Animal Care to review architectural drawings and make suggestions for design refinements and/or aesthetical changes. The Design Advisory Board will be staffed jointly by OC Public Works and OC Animal Care.

The County is not bound by the recommendations of the Design Advisory Board. However, the County shall, in good faith, reasonably consider the input of the Design Advisory Board in making determinations regarding the design of the new Shelter.

The selection process to determine the Design Advisory Board members will begin immediately upon award of the Design-Build contractor. The date of the first meeting will be held no later than 30 days from approval of Design Build contract by the OC Board of Supervisors. Follow up meetings will be determined by the members of the Design Advisory Board, as needed.

4/4/16

County Executive Office

Memorandum

April 7, 2016

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

S32E

The County Executive Office is requesting a supplemental for the April 12, 2016 Board Hearing Meeting.

Agency: **OC Waste & Recycling**
Subject: **Amendment #1 to the City of Irvine Cooperative Agreement Regarding the Frank R. Bowerman Landfill**
District: **3rd District**

Reason for supplemental: The negotiation with City of Irvine on the Cooperative Agreement Amendment was not concluded until April 5, 2016. Therefore, the Agenda Staff Report and attachments were not finalized until after the Clerk of the Board's filing deadline. This Agenda Staff Report needs to be scheduled for the April 12, 2016 Board meeting.

Concur: _____
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S32E
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	4/12/16
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	3rd District
SUBMITTING AGENCY/DEPARTMENT:	OC Waste & Recycling
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Dylan Wright (714) 834-4122 Shaw Lin (714) 834-4137

2016 APR -7 PM 2:27

SUBJECT: Amendment #1 to the City of Irvine Cooperative Agreement Regarding the Frank R. Bowerman Landfill

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
	Approve agreement to form	Discussion
	Action	
CEO Signature	*County Counsel Signature*	3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** See Financial Impact Section

Staffing Impact: No **# of Positions:** N/A **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: Fund 299: 78%, Fund 285: 22%
County Audit in last 3 years No

Prior Board Action: 08/15/2006 #32

RECOMMENDED ACTION(S)

1. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not a subject to review under CEQA.

2. Approve Amendment Number One to Cooperative Agreement between the City of Irvine and the County of Orange Regarding the Frank R. Bowerman Landfill.

3. Authorize OC Waste & Recycling Director or designee to execute Amendment Number One to Cooperative Agreement Between the City of Irvine and the County of Orange Regarding the Frank R. Bowerman Landfill upon execution by all parties of: the pending amendments to the Waste Disposal Agreements between the County and Orange County cities; and Amendment No. 2 to Municipal Solid Waste Importation Agreement between the County and County Sanitation District No. 2 of Los Angeles County.

SUMMARY:

Approval and execution of Amendment Number One to Cooperative Agreement Between the City of Irvine and the County of Orange Regarding the Frank R. Bowerman Landfill will fully mitigate impacts to the City of Irvine resulting from the operation of the County's Frank R. Bowerman Landfill.

BACKGROUND INFORMATION:

OC Waste & Recycling is responsible for managing the County's solid waste disposal system. The system consists of three active regional landfill operations, 20 closed solid waste disposal sites, and four household hazardous waste collection centers. The three active landfills are located in or near the cities of Brea, Irvine and San Juan Capistrano.

The County entered into Waste Disposal Agreements (WDAs) with its cities in 2009. The WDAs were set to terminate in 2020 and required that any contracts for the importation of out-of-County solid waste terminate by June 30, 2016. All necessary parties are expected to approve amendments to the WDA by April 20, 2016, extending the agreement, removing importation restrictions, and providing the cities with an apportionment of net importation revenue. The City of Irvine's approval of its WDA amendment is contingent upon the Board's approval of this proposed Amendment Number One to its cooperative agreement with the County.

On October 20, 2015, the County received a letter from City of Irvine proposing certain consideration to mitigate the possible impacts to the City of Irvine from the operation of the County's Frank R. Bowerman Landfill. The County Executive Office and the City of Irvine have worked collaboratively to address Irvine's concerns as they relate to traffic impacts, landfill aesthetics, and environmental education. On January 5, 2016, the County Executive Office provided a revised proposal to the City of Irvine. The parties developed this amendment to the current cooperative agreement based on Irvine's conditional approval of the County's proposal.

When the County began importing waste, the County entered into a Memorandum of Understanding (MOU) with the City of Irvine in 1995 to compensate the City of Irvine for the additional traffic through a per-ton host fee for imported waste delivered to the Frank R. Bowerman Landfill. On August 15, 2006, the County entered into a separate Cooperative Agreement with the City of Irvine to provide an up-front payment and a per-ton fee to compensate for the impacts of delivery of in-County tonnage through Irvine.

This proposed amendment to the Cooperative Agreement compensates the City of Irvine with a one-time payment of $3 million, and increases the import host fee from the current $1.16 per ton to match the in-County host fee of $1.50 per ton. The City of Irvine and the County will collaborate on environmental education, and work together to evaluate and identify revised hauling routes. Additionally, the County will determine whether slope restoration and revegetation efforts associated with the visual blemish resulting from a large landslide above the landfill can be completed sooner than the currently projected five-year timeframe.

Approving this amendment permits the County to extend importation agreements, resulting in additional bankruptcy-related payments, and sharing of the net importation revenue for the County and cities over the next nine years. Additionally, residents and businesses throughout the County will save money through stabilized waste collection rates buttressed by continued importation revenues.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a

direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since the action authorized herein is for the approval of an assignment of a contract for solid waste collection and recycling services. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

Upon Board approval, County will pay a lump sum of $3 million to the City of Irvine on July 1, 2016. The annual payment to City of Irvine for importation would be increased by approximately $180,000 (from about $605,000) based on 2015 importation levels. Actual annual payment will vary year to year based on tonnage received. Environmental education costs are capped at $25,000 per year through FY 2025.

The appropriations for the above payments are included in OC Waste & Recycling's FY 2016-17 Recommended Budget request subject to Board's review and approval.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Amendment #1 to the Cooperative Agreement Between the City of Irvine and the County of Orange Regarding the Frank R. Bowerman Landfill

Attachment B - Redline of the Cooperative Agreement Between the City of Irvine and the County of Orange Regarding the Frank R. Bowerman Landfill

County of Orange, OC Waste & Recycling
City of Irvine

AMENDMENT NUMBER ONE TO COOPERATIVE AGREEMENT BETWEEN THE CITY OF IRVINE AND THE COUNTY OF ORANGE REGARDING THE FRANK R. BOWERMAN LANDFILL

This "**Amendment**" to the Cooperative Agreement between the City of Irvine and the County of Orange Regarding the Frank R. Bowerman Landfill dated August 15th, 2006 ("**Agreement**") is entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, through its OC Waste & Recycling department ("**County**") and the City of Irvine, a charter city of the State of California ("**City**"). County and City may sometimes be referred to as "**Parties.**"

RECITALS

WHEREAS, County and City entered into the Agreement on August 15, 2006 for the purpose of establishing duties and procedures regarding the continued operation of the Frank R. Bowerman Landfill ("**FRB Landfill**") and other matters of mutual concern; and

WHEREAS, County and City entered into a Memorandum of Understanding Between the City of Irvine and the County of Orange Regarding the Frank R. Bowerman Landfill dated June 13th, 1995 ("**MOU**"), which addresses duties and procedures in common with the Agreement; and

WHEREAS, for the sake of clarity of intent, County and City intend that in any instance where the terms of this Amendment conflict with the Agreement and/or the MOU, the terms of this Agreement shall control; provided, however, that in all other instances the Agreement and MOU shall remain binding upon the Parties; and

WHEREAS, County and City have negotiated to provide City with additional compensation as consideration for the impacts on the City due to County's continued importation of solid waste from outside of Orange County;

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. The following language shall be added to the end of Section B.6:

   c. The County is in the process of aesthetically restoring and re-vegetating an area of the FRB Landfill due to a landslide. The initial estimate for completion was five years after the projected October 2015 completion of the landfill remediation project. The County will work with County's on-site staff biologists and other experts (e.g. the Irvine Ranch Conservancy) to determine cost-effective means and methods to complete this process at the earliest practical date, prior to October 2020.

2. The following will be added to Section C:

   4. The County will work jointly with the City to identify revised hauling routes and evaluate County's enforcement options for compliance with the provisions of this Section.

3. The following language shall be added to the end of Section F. Financial Agreement:

Beginning July 1, 2016: Per-Ton Importation Fee
To cause the per-ton fee for importation to follow the per-ton in-County host fee rate, the County will increase the per-ton host fee for importation from the current $1.16 per ton to $1.50 per ton for waste imported from outside the County and accepted at FRB Landfill, excluding exempt waste received at FRB Landfill. The per-ton importation fee will be paid to the City on a quarterly basis based on actual tonnage levels.

2016: Fixed Amount
The County will make a one-time payment of $3 million in funds appropriate for distribution to the general fund of the City. The amount will be paid no later than July 1, 2016.

Beginning July 1, 2016: Environmental Education Funding
Effective July 1, 2016 through the term of the City's WDA, the County will fund environmental education programs to be developed cooperatively between City and County staff up to a cost of $25,000 per fiscal year.

Five-Year Landfill Permit Review
County and City agree to reopen the terms of this Agreement (as amended) in conjunction with the State's five-year review of the FRB Landfill operating permit to discuss and/or address new impacts that may have arisen during that time period.

4. This Amendment shall not become effective except upon the execution by County of the Amendment to the Waste Disposal Agreement Between the County of Orange, California and the City of Irvine Dated July 23, 2009, which extends that agreement until June 30, 2025.

5. Except as explicitly amended herein, all remaining terms and conditions of the Agreement and the MOU shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS.]

County of Orange, OC Waste & Recycling
City of Irvine

IN WITNESS WHEREOF, the Parties acknowledge that they have read this Amendment and agree to be bound by its terms. Each party has full power and authority to enter into this Amendment, and the person signing this Amendment on behalf of each is properly authorized and empowered to do so.

City of Irvine

By: _____

Name: Sean Joyce

Title: City Manager

Date: April 6, 2016

ATTEST:

_____
CITY CLERK OF THE CITY OF IRVINE

County of Orange

By: _____
Dylan Wright
Director, OC Waste & Recycling

Date: _____

APPROVED AS TO FORM:
City Attorney, City of Irvine

By: _____
Jeffrey Melching

APPROVED AS TO FORM:
County Counsel

By: _____
James Steinmann, Deputy

COOPERATIVE AGREEMENT BETWEEN THE CITY OF IRVINE AND THE COUNTY OF ORANGE REGARDING THE FRANK R. BOWERMAN LANDFILL

COOPERATIVE AGREEMENT ("Agreement") is entered into on this 15th day of August, 2006 between the City of Irvine ("City") and the County of Orange ("County"), through their respective legislative bodies. The purpose of this agreement regarding the County's proposed expansion of the Frank R Bowerman Landfill ("FRB Landfill"), which it owns and operates near the City, is to establish duties and the procedures regarding the continued operation of the FRB Landfill and other matters of mutual concern.

Although the potential environmental impacts identified in Environmental Impact Report Number 604 for the Regional Landfill Operations for Orange County Strategic Plan ("RELOOC EIR") for the project have been substantially avoided or mitigated through the identification and adoption of Project Design Features, and Mitigation Measures (as more specifically described in the Statement of Findings of Fact approved for the project), this Agreement is an appropriate means to address additional interests of the City and the County beyond the requirements of the California Environmental Quality Act ("CEQA").

This Agreement shall take effect on the date set forth herein and shall terminate on the date of closure of the FRB Landfill unless either party shall have given the other party 180 days notice in writing of its intent to terminate the Agreement.

A. Public Health and Safety

Proper operation and monitoring of FRB Landfill operations shall be enforced to ensure public health and safety are protected. The following conditions are provided to achieve an environmentally safe operation.

1. Adherence to State Standards:

The FRB Landfill will continue to be operated in conformity with state regulations for a Class III landfill as contained in the applicable Chapters and Sections of the California Code of Regulations ("CCR"), Title 14, Title 23 and Title 27, and will be subject to regulator enforcement actions, fines and/or other sanctions in the event of nonconformity. Strict adherence to applicable regulatory standards is the legal responsibility of the landfill operating entity.

2. Surface and Groundwater Quality

a. Desiltation basins, surface water quality sampling, and hazardous and toxic materials management procedures will be established to reduce

nonpoint source pollution discharges to "the maximum extent practicable." All applicable "Best Management Practices" shall be implemented at the FRB Landfill.

b. All Surface and Groundwater Hydrology and Water Quality Mitigation Measures per the RELOOC EIR shall be followed.

c. The County shall meet all National Pollutant Discharge Elimination System standards.

3. Methane Collection, Migration and Control Systems

a. Activities at the FRB shall be conducted under and in compliance with both (i) South Coast Air Quality Management District ("SCAQMD") Rule 1150.1 and (ii) the regulations in CCR Titles 14, 23 and 27.

b. The County will monitor and maintain the peripheral monitoring probes as required by the Local Enforcement Agency (LEA) and SCAQMD to detect lateral gas migration.

c. The County will monitor and maintain a gas collection system per requirements set forward by SCAQMD and the California Integrated Waste Management Board ("CIWMB").

4. Hazardous Waste Exclusion

a. The County will continue operating a load check program to inspect for, identify and remove any hazardous materials not permitted in Class m landfills as identified in CCR Titles 14, 23 and 27.

b. Hazardous materials removed shall be stored in a secure area at FRB for a maximum of 90 days per state law. The County shall contract with a licensed hazardous material hauling & disposal company to dispose of hazardous materials removed from the landfill. The County shall maintain copies of hazardous material load manifests.

c. County shall hold the City harmless regarding hazardous materials cleanup to the extent permissible by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA").

5. Hazardous Material Training

a. The operating agency will provide training for all landfill operating personnel and fee booth operators in accordance with CCR Title 8, section 5192(e)(3) to increase their awareness and skills in the identification of

potentially hazardous, toxic and other undesirable wastes, to assure continual monitoring and inspection of dumped loads.

6. Acceptance of Sludge

a. This Agreement supersedes Orange County Resolution No. 81-1106 to the extent that, not only sludge treatment, but also the drying, mixing or dumping of sludge will be prohibited, unless and until the County fully complies with CEQA by preparing a new Environmental Assessment and Environmental Impact Report, with the City serving as a responsible agency. Further, the County shall not allow the drying, mixing, dumping, or treatment of sludge unless it requires (either through mitigation measures adopted as part of the aforementioned Environmental Impact Report, or otherwise) that

(1) Any sludge dumped at the FRB Landfill shall be disposed of at a solid to liquid ratio of ten to one;
(2) All sludge to be dumped at the FRB Landfill will be treated so as to achieve a toxicity content no greater than other materials which may be lawfully disposed of in a landfill;
(3) The City will receive copies of all toxicity reports on sludge to be disposed of on the site; and
(4) The operating agency will explore and implement technological advances as they develop so as to further reduce the hazards relating to sludge disposal on the sites;
(5) Any sludge dumped on the site will be counted in the daily tonnage limit stipulated in Section E.1 and E.2 below.

B. Operating Procedures

In addition to meeting State standards, the County shall require adherence to the following standards, even where they go above and beyond State standards, as a condition for landfill operation.

1. Operating Hours

Operating hours shall be limited to daylight hours Monday through Saturday.

2. Public Dumping

a. County will prohibit non-commercial (public) dumping at the FRB Landfill. A business license or Waste Disposal Agreement (WDA) is required for use of facility.
b. FRB Landfill fee booth staff will continue to require identification of the city of origin for all trash loads entering FRB Landfill per CIWMB regulations. If the city of origin provided is Irvine, the FRB fee booth staff will request verification in the form of an Irvine business license.

3. Litter Control

   a. The County shall notify haulers of the need to comply with California Highway Patrol requirements with regard to covering all loads on trash hauling vehicles.

   b. The County shall control on-site windblown debris according to the latest acceptable landfill methods.

   c. The County shall implement extended litter control provisions in Santa Ana wind conditions to ensure proactive litter control as stated in Section 4(e) below.

   d. The County shall ensure that debris on the Bee Canyon Access Road is routinely cleaned up, on a schedule of at least once every week.

   e. The City and County will continue to notice and enforce their respective illegal dumping ordinances as able.

4. Odor and Dust Control

   a. The working face of the FRB Landfill will be kept as small as possible.

   b. The County will require daily cover of the working face of six inches of dirt, or use of other CIWMB approved alternative daily cover.

   c. The County will require areas of the FRB Landfill not being used for 180 days or more to be covered with 12 inches of dirt.

   d. Grading areas and access roads shall be watered daily, or more frequently as necessary to control dust, except when raining. Dust limits shall comply with SCAQMD standards.

   e. The County will continue its Santa Ana wind condition practices already in place. These include, but are not limited to:
      (1) Use of temporary wind fences for windblown litter control;
      (2) Use of portable wind cages for windblown litter control;
      (3) No use of tarps as ADC on windy days;
      (4) Prohibiting clean-out of hauling vehicles;
      (5) Additional spraying of water for dust control.

5. Visibility

   a. County will employ operational practices which will minimize the visual impact of the existing landfill as well as the proposed landfill expansion. Such practices may include, but are not limited to, use of berms and accelerated front face phasing plans.

6. Landscaping

   a. To minimize the visual impact of the landfill, the County will hydroseed all interim slopes with a seed mix consistent with the native slopes in the surrounding Orange County Central and Coastal Subregion Natural Community Conservation Plan and Habitat Conservation Plan (NCCP/HCP). The seed mix will be selected from a plant pallet approved by the US Fish & Wildlife Service for use in the Central and Coastal Subregion NCCP/HCP.

   b. The County will landscape disturbed areas of the FRB Landfill m compliance with the RELOOC EIR and all related biological permits.

   c. *The County is in the process of aesthetically restoring and re-vegetating an area of the FRB Landfill due to a landslide. The initial estimate for completion was five years after the projected October 2015 completion of the landfill remediation project. The County will work with County's on-site staff biologists and other experts (e.g. the Irvine Ranch Conservancy) to determine cost-effective means and methods to complete this process at the earliest practical date, prior to October 2020.*

7. Closure - Post Closure

   a. During the operation of the FRB Landfill, funds will be collected in compliance with CIWMB guidelines to assure sufficient funding is available for all necessary and required closure activities. Said funds will be deposited in CIWMB-monitored escrow accounts and will not be available for any other purpose except closure of the FRB Landfill.

   b. Closure of the FRB Landfill shall be done in conformance with the Federal and State standards in effect at the time of closure. Post closure maintenance shall be performed in conformance with any applicable Federal and State standards, including new or modified standards in effect during the post closure period.

8. Soil Management/Daily Cover

   a. All soil stockpiles are proposed within the landfill property to avoid impacts on adjacent off-site canyons.

   b. The County may use alternative daily cover material as approved by landfill regulators LEA, CIWMB, and Regional Water Quality Control Board.

C. Access

1. The designated access route for all waste hauling vehicles to the FRB Landfill from Interstates 405 and 5 is via Sand Canyon Avenue, Portola Parkway and the Bee Canyon Access Road. Waste hauling vehicles are not authorized to travel on Jeffrey Road from the interstates.

2. The County shall prepare and have ready for periodic distribution a statement indicating the designated access route. These are to be handed to each incoming hauler and shall include a map clearly designating the approved access routes. These routes will be designated as the only permissible landfill truck traffic routes by the jurisdiction in whose boundary routes lie.

3. The County will continue to post signs alerting landfill traffic to the designated access route.

4. *The County will work jointly with the City to identify revised hauling routes and evaluate County's enforcement options for compliance with the provisions of this Section.*

D. Road Rehabilitation and Maintenance

The County's responsibility for road rehabilitation and maintenance is satisfied by Section F of this Agreement.

E. Limitation on Volume

1. The FRB Landfill operation will be limited to maximum annual average of eight thousand five hundred (8,500) tons per day of municipal solid waste, excluding exempt materials such as asphalt, soil, ADC or other exempt material.

2. The maximum tonnage per day of municipal solid waste discharged shall be limited to eleven thousand five hundred (11,500) tons, excluding exempt materials defined by the CTWMB for beneficial use in the construction and/or operation of the landfill (e.g. asphalt for construction of wet weather unloading area, clean soil for daily cover, or alternative daily cover material as approved by the LEA.).

3. The County will continue its existing practice to monitor daily tonnages using real time data collected at the fee booths at the FRB Landfill. Key County personnel track the information to watch for unusual volumes, unexpected peak flows or other operational anomalies. This information is monitored throughout the day to ensure that daily tonnage limits are not exceeded. If the daily tonnage approaches the limit described in Item E.2 above, waste is diverted to other landfills within the County's landfill system.

4. To monitor annual tonnages, County staff shall use daily and monthly tonnage reports to monitor tonnage actuals. If volumes are forecasted to exceed the maximum annual average, County staff shall meet with waste haulers to manage the waste stream and to divert it to other facilities.

5. If daily tonnage limits or annual tonnage limits are exceeded, the County is subject to penalties and fines from the CIWMB.

6. A weigh station shall be utilized at the site to monitor FRB Landfill daily tonnage volume.

F. Financial Agreement

To compensate City for all costs incurred by City related to the operation of the FRB landfill, County agrees to the following payments to the City:

2007-2014: Fixed Amount

A payment amount of $5.5 million for use by the City to benefit community amenities and transportation improvements. The amount will be paid no later than October 1, 2007. These funds represent complete satisfaction of any/all City interests and concerns including costs incurred by the City as a result of the FRB Landfill project.

2014-2021: Per Ton Host Fee

The County will pay to City $1.50 per ton of waste accepted at FRB Landfill, excluding (i) exempt waste, (ii) imported waste and (iii) City of Irvine-generated waste. The per ton host fee will be paid to the City on a quarterly basis. Payment will be based on actual tonnage levels. Actual tonnages may vary. No adjustment to the $1.50 per ton fee will apply until2021.

2021 -2053: Adjusted Per Ton Host Fee

The County and City will enter into good faith negotiations by 2019 to adjust the per ton host fee in a mutually satisfactory manner with the adjusted rate effective in 2021 or upon closure of the Olinda Alpha Landfill. The $1.50 per ton host fee will remain in effect until agreement is reached on the adjusted per ton fee.

Beginning July 1, 2016: Per-Ton Importation Fee

To cause the per-ton fee for importation to follow the per-ton in-County host fee rate, the County will increase the per-ton host fee for importation from the current $1.16 per ton to $1.50 per ton for waste imported from outside the County and accepted at FRB Landfill, excluding exempt waste received at FRB Landfill. The per-ton importation fee will be paid to the City on a quarterly basis based on actual tonnage levels.

2016: Fixed Amount

The County will make a one-time payment of $3 million in funds appropriate for distribution to the general fund of the City. The amount will be paid no later than July 1, 2016.

Beginning July 1, 2016: Environmental Education Funding

Effective July 1, 2016 through the term of the City's WDA, the County will fund environmental education programs to be developed cooperatively between City and County staff up to a cost of $25,000 per fiscal year.

Five-Year Landfill Permit Review

County and City agree to reopen the terms of this Agreement (as amended) in conjunction with the State's five-year review of the FRB Landfill operating permit to discuss and/or address new impacts that may have arisen during that

time period.

G. Future Use of Landfill

1. The FRB Landfill is located within the Reserve System of the Orange County Central and Coastal Subregional Natural Community Conservation Plan and Habitat Conservation Plan NCCP/HCP, established for the preservation of land in designated areas of Orange County.

2. The FRB Landfill property is designated in the NCCP/HCP as part of the Reserve System and as a Special Linkage. The final end use for the Special Linkage top deck area must be consistent with the of the NCCP/HCP Special Linkage functions for wildlife preservation.

3. The FRB Landfill is identified on the County Master Plan of Regional Recreational Facilities as a proposed passive use wilderness park. During the five-year period prior to the last date of waste acceptance, Resource Development and Management Department/HBP will consider including the FRB site as a regional park in its Five-Year Capital Plan, subject to available funding and other competing needs. This process will involve a needs analysis for regional, and as appropriate, local uses undertaken in cooperation with adjacent cities and interest groups. During that same time, the County's Integrated Waste Management Department shall begin and complete preparation of a Final Closure Plan and Post-Closure Maintenance Plan to determine final end use of the facility. Processing approvals and/or certifications of the Final Closure Plan and Post-Closure Maintenance Plan shall be accomplished within a reasonable time.

H. Pursuit of Alternatives

1. The County will research, monitor and consider for implementation the use of alternative landfill technology through annual updates to the Regional Landfill Options for Orange County Strategic Plan.

I. Enforcement/Reporting

1. The County will conform with all applicable regulations, restrictions and statutes at the Federal, State, and local level, as well as all provisions in this Agreement.

2. Annually, the County will provide the City a summary report documenting the status of compliance with the mitigation measures listed in EIR 604. Other regulatory compliance reports will be made available to the City upon request.

3. If the ownership or operating responsibilities of the FRB Landfill are transferred or assigned to any other entity or agency, public or private, the County shall ensure that the obligations identified in this Agreement will also be reassigned so that the terms of this agreement shall continue to be met.

J. Dismissal of Provisions of Settlement Agreement

1. This Agreement sets forth and contains the entire understanding and agreement of the Parties related to operations at the FRB Landfill, and supersedes all previous agreements, including the provisions of the 1984 Settlement Agreement (as amended) between the two parties. All oral or written representations, understandings or agreements are expressly stated in this Agreement. No testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

K. Miscellaneous Provisions

1. CEQA. Any discretionary actions by County set forth in this Agreement which are not covered by EIR No. 604 are subject to future CEQA compliance. The County agrees to expeditiously process any such future environmental analysis(es) pursuant to CEQA at its own expense, not including any review costs incurred by the City. If the County is unable to perform a term of this Agreement as a result of either a successful third party legal challenge or the County's inability to certify an appropriate environmental document, then the County and City shall enter into good faith negotiations regarding appropriate substitute performance.

2. Amendment. This Agreement may be amended at any time by mutual consent in writing of the City and County.

3. Severability. If any term, provision, covenant, or condition of this Agreement is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this Agreement shall nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions, to the extent allowable under the California Jaw.

4. Interpretation and Governing Law. This Agreement and any related dispute shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed according to its plain language and fair and common meaning to achieve the objectives and purposes of the Parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement since all Parties have been represented by counsel.

5. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

6. Singular and Plural. As used herein, the singular of any word includes the plural.

7. Waiver. The failure of a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure of a Party to exercise its rights upon the default of the other Party, shall not constitute a

waiver of that Party's right to demand and require, at any time, the other Party's strict compliance with the terms of this Agreement.

8. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

10. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and shall have the same effect as if all of the parties had executed the same instrument.

11. Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the State of California, County of Orange. The Parties waive all provisions of law providing for the filing, removal or change or venue to any other court.

12. Authority to Execute. Any person or persons executing this Agreement on behalf of the City and County warrants and represents that he/she has the authority to execute this Agreement on behalf of his/her agency and to bind that Agency to the performance of its obligations pursuant to this Agreement.

13. Notice. All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, first class mail, addressed as follows:

All notices, demands, requests or approvals to CITY shall be addressed to:

City of Irvine
City Manager's Office
1 Civic Center Plaza
Irvine, California 92606-5208

All notices, demands, requests or approvals to COUNTY shall be addressed to:

Director, Integrated Waste Management Department
County of Orange
320 N. Flower Street, Suite 400
Santa Ana, California 92703

14. Effective Date. This Agreement shall become effective as of the date on which both entities have executed it.

THE CITY OF IRVINE, a municipal corporation

Dated: Sept. 18, 2006

By: _____
Beth Krom, Mayor

Attest:

_____
City Clerk

Dated: Sept. 18, 2006

APPROVED AS TO FORM:

_____
City Attorney

"County": COUNTY OF ORANGE

Dated: 8/15/06

By: _____
Bill Campbell, Chairman
Orange County Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE BOARD CHAIR:

By: _____
Darlene J. Bloom, Clerk of the Board
of Supervisors

APPROVED AS TO FORM:

_____
Deputy, County Counsel

Commonly Referred to Terms/Acronyms

ADC -Alternative Daily Cover
CCR -California Code of Regulations
CERCLA- Comprehensive Environmental Response, Compensation, and Liability Act
CEQA -California Environmental Quality Act
CIWMB -California Integrated Waste Management Board
FRB Landfill -Frank R. Bowerman Landfill
EIR -Environmental Impact Report
Exempt Waste – Materials defined by the CIWMB for beneficial use in the construction and/or operation of the landfill (e.g. asphalt for construction of wet weather unloading area, clean soil for daily cover, or alternative daily cover material as approved by the LEA.).
HCP -Habitat Conservation Plan
LEA -Local Enforcement Agency
MOU- Memorandum of Understanding
NCCP -Natural Community Conservation Plan
RDMD -Resource Development and Management Department
RELOOC -Regional Landfill Options for Orange County
Reserve System – An area identified in the Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP) Implementation Agreement (IA) as a permanent reserve of coastal sage scrub (CSS) and other associated habitat types, exclusive of areas described as "Special Linkage."
RWQCB -Regional Water Quality Control Board
SCAQMD -South Coast Air Quality Management District
Special Linkage-. Areas identified in the NCCPIHCP IA as land outside the Reserve System that essentially exhibits biological characteristics/functions that could enhance linkage/connectivity functions to serve as backup habitat refuge to maintain the long-term genetic pool of "Target and Identified Species" occupying land within the Reserve System.
Working Face Unloading area of the landfill that accepts daily waste to be buried.

County Executive Office

S183

Memorandum

March 30, 2016

To: Clerk of the Board of Supervisors

From: Robert O'Brien, Assistant HR Director

Concur: Frank Kim, County Executive Officer

Subject: Request for a Supplemental Closed Session for April 12, 2016

The Human Resource Services department requests a Supplemental Closed Session on April 12, 2016 with the County's designated negotiating representative, Robert O'Brien, to discuss terms and conditions of employment for employees represented by the Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Association of Orange County Deputy Sheriffs (AOCDS), International Brotherhood of Teamsters, Local 952; In-Home Supportive Services Provider Unit (IHSS) represented by United Domestic Workers of America (UDWA); International Union of Operating Engineers (IUOE), Orange County Attorneys Association (OCAA), Orange County Employees Association (OCEA), the Orange County Managers Association (OCMA), and other non-represented employees pursuant to Government Code Section 54957.6.

Accordingly, please prepare the Agenda item to read:

The Human Resource Services department requests a Supplemental Closed Session on April 12, 2016 with the County's designated negotiating representative, Robert O'Brien, to discuss terms and conditions of employment for employees represented by the Association of County Law Enforcement Management (ACLEM), American Federation of State, County and Municipal Employees (AFSCME), Association of Orange County Deputy Sheriffs (AOCDS), International Brotherhood of Teamsters, Local 952; In-Home Supportive Services Provider Unit (IHSS) represented by United Domestic Workers of America (UDWA); International Union of Operating Engineers (IUOE), Orange County Attorneys Association (OCAA), Orange County Employees Association (OCEA), the Orange County Managers Association (OCMA), and other non-represented employees pursuant to Government Code Section 54957.6.

RECOMMENDED ACTION: Conduct Closed Session.

Thank you.

Cc: Members, Board of Supervisors
Frank Kim, CEO
Leon J. Page, County Counsel

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 W. Santa Ana Blvd., Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS-4
April 12, 2015

MEMORANDUM

April 4, 2015

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Closed Session

I am requesting a supplemental closed session to be held at the regular meeting on Tuesday, April 12, 2016, for the Board to consider initiation of litigation, pursuant to Government Code section 54956.9(d)(4).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL –
INITIATION OF LITIGATION – Pursuant to Government Code Section 54956.9(d)(4).
Number of Cases: One Case

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

MDS:po

cc: Members of the Board of Supervisors
Frank Kim, CEO

County Executive Office

Memorandum

2016 APR -7 PM 1:28

April 6, 2016

To: Robin Stieler, Clerk of the Board

From: Frank Kim, County Executive Officer

Subject: Request for Supplemental Closed Session on April 12, 2016

SCS5

Accordingly, please prepare the Agenda item to read:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR – County Executive Office requests a Closed Session pursuant to Government Code Section 54956.8, to confer with its real property negotiator.

Property Location:	1000 Kraemer Place, Anaheim, CA
County Negotiator:	Scott D. Mayer, Chief Real Estate Officer
Negotiating Party:	Future Lessee/Operator of Property
Under Negotiation:	Terms and Value of Future Lease

Recommended Action: Conduct Closed Session

cc: Members, Board of Supervisors
Chief Executives
Leon J. Page, County Counsel