

**AGREEMENT HARRISON BUILDING, INC., TO PROVIDE ON-CALL TRASH, WEEDS,  
RUBBISH & SANITATION ABATEMENT AND BOARD-UP SERVICES FOR  
THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 21st day of June 2022, by and between Harrison Building, Inc., a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. On April 11, 2022, the City issued Request for Proposal No. 22-068 (“RFP”), by which it sought a qualified contractor to provide on-call trash, weeds, rubbish & sanitation abatement and board-up services at various sites citywide on an as needed basis for the City’s Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 22-068.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 22-068, which is attached as **Exhibit A**, and as more specifically delineated in Contractor’s proposal, which is attached as **Exhibit B** and incorporated in full.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit B**. Contractor is one of three (3) contractors selected to provide demolition services on an on-call basis under RFP 22-068. The total compensation for these services provided by all such contractors selected under RFP 22-068 shall not exceed the shared aggregate amount of Two Hundred Twenty-Five Thousand Dollars and Zero Cents (**\$225,000**) during the term of the Agreement, including any extension periods.
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper

invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on July 1, 2022 and terminate on June 30, 2025, unless terminated earlier in accordance with Section 16, below.

### **4. PREVAILING WAGES**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## 7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

### a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. **Primary Coverage:** For any claims related to this contract, the Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and

volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

9. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **8. INDEMNIFICATION**

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

## **10. RECORDS**

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **11. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. NON-DISCRIMINATION**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

## **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor,

Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

## **16. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## **17. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **18. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **19. PROFESSIONAL LICENSES**

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

## **21. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Minh Thai  
Executive Director, Planning and Building Agency  
City of Santa Ana  
20 Civic Center Plaza (M-20)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-647-5897

To Contractor:

Patrick Audenis, CEO  
Harrison Building, Inc.  
4533 MacArthur Blvd. #578  
Newport Beach, CA 92660

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by



fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

**HARRISON BUILDING, INC.:**

SONIA R. CARVALHO  
City Attorney

By: \_\_\_\_\_

\_\_\_\_\_  
Brandon Salvatierra  
Deputy City Attorney

\_\_\_\_\_  
Patrick Audenis  
CEO

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Minh Thai  
Executive Director  
Planning and Building Agency

## **EXHIBIT A**

## **Appendix -VII**

### **ATTACHMENT 1**

### **SCOPE OF WORK**

#### **Board Up Procedures:**

The USFA National Arson Prevention Initiative Board Up Procedures is incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details with some additional modification herein.

#### **Materials List and Specifications**

#### **SECURITY MEASURES**

1. All openings in the basement, crawl spaces, garages, first floor doors and windows, and any point of entry accessible from a porch, fire escape or other potential climbing point shall be barricaded with plywood, 2x4 braces, carriage bolt sets, specialized head/drive screws, and nails, unless stated otherwise.

**NOTE: General contractor screws, particleboard, wafer board, Masonite, or other similar material shall NOT be used for purposes of boarding-up a building.**

2. Garage Doors and Openings at least 10' from ground level which are not accessible from a porch, fire escape, roof, or other climbing point can be secured with nails every 12" around the perimeter. For all openings, the plywood should be fitted so that it rests snugly against the exterior frame, butting up to the siding on wood frame buildings and up to the brick molding edge on brick buildings. It may be necessary to remove the staff bead so this fit can be flush and tight.
3. The structure shall be posted with a NO TRESPASSING sign at the completion of the board-up.
4. Commercial property with full windows or glass facades shall be blacked out and adhesive shall be used to attach the plywood to the glass from the interior to prevent shattering. Plywood shall be secured to the window/glass framing.
5. ONLY Interior Boarding shall require blackout of windows and be secured with plywood and 2x4 braces fasten to the wall with deck nails and specialized star-drive head screws.

#### **MATERIALS**

1. Plywood, 1/2" (4 ply) exterior grade CDX
2. Braces - 2" by 4" by 8' (or longer) construction grade lumber
3. 3/8" (coarse thread) by 12" (or longer) carriage bolts (rounded head on weather side)
4. 3/8" (coarse thread) construction grade nuts

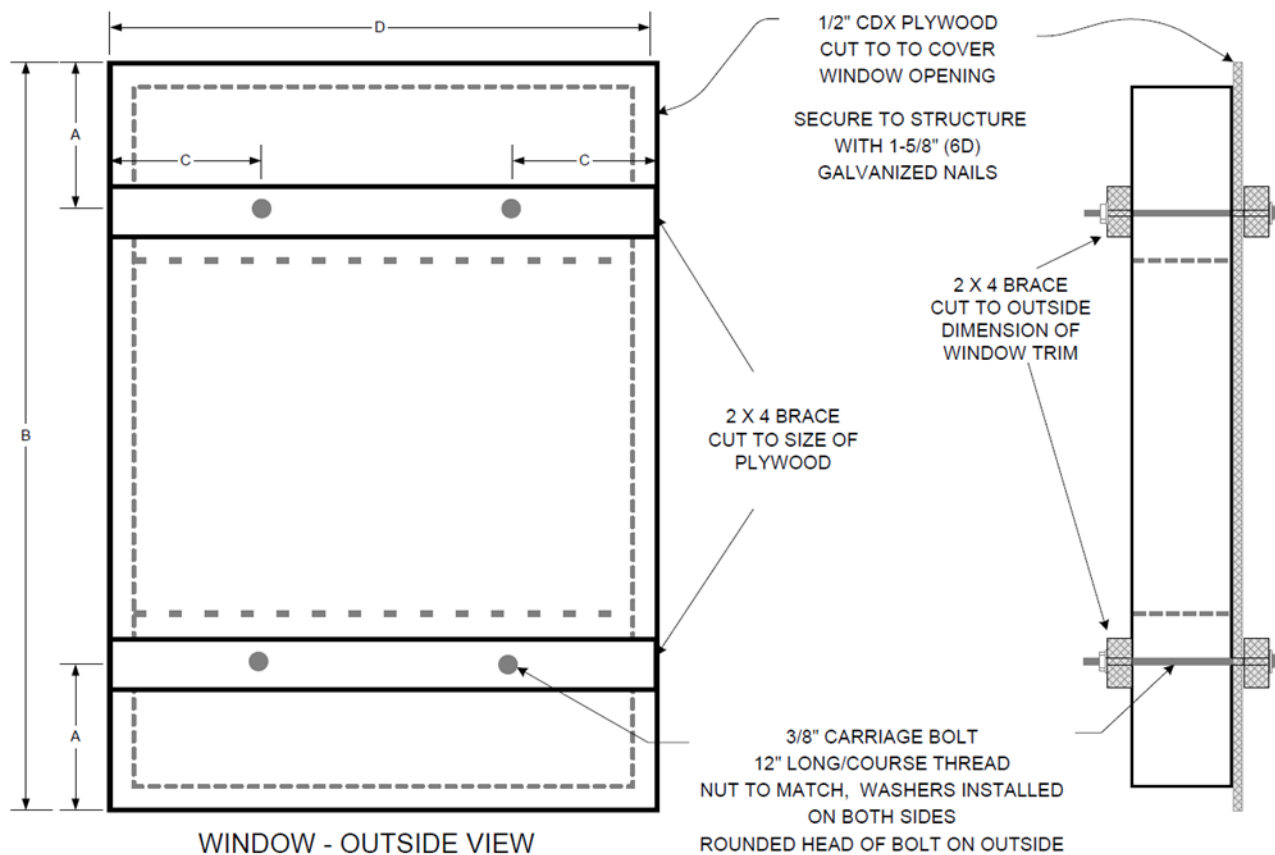
5. 1/2" (USS Standard) Flat washers with an inside diameter large enough to bypass the wrench neck inside the carriage bolt head so no lift edge is available beneath an installed carriage bolt head.
6. 3/8" (USS Standard) diameter flat washers for installation beneath the nut inside the building
7. Combination of 2"-3" deck nails and 2"-3" Star-drive screws; T-20, T-25, etc.

## **BARRIER ASSEMBLY**

1. Plywood shall be cut to fit over the window and door openings, flush with outside of the molding/trimmer stud. Application of barriers shall be completed so that all lift or pry points are avoided. Plywood board shall be solid sheets without seams or joints.
2. The 2x4 braces shall be cut to fit the horizontal dimension of the plywood. Two exterior and two interior 2x4 braces shall be provided for each window and three sets for each door.
3. Window Assembly – Braces are located horizontally approximately 1/3 of the distance from the top and the bottom of the window. Bolt holes are located 1/3 of the length of the brace from the outside edge of the window jams. Prior to installation, the assembly should be pre-assembled and 3/8" holes drilled through all of the components.
4. Door Assembly – Door braces will be placed horizontally; one in the center of the doorway and one 1/2 the distance from the center to the top and one 1/2 distance from the center to the bottom of the doorway. Bolt holes are located 1/3 of the length of the brace from the outside edge of the doorframe. Prior to installation, the assembly should be pre-assembled and 3/8" holes drilled through all of the components.
5. Plywood used to cover exterior openings shall be nailed every 12" along the perimeter of the frame of the window, door, or opening.
6. The 2x4 braces on the interior and exterior of the assemblies shall be secured using 3/8" by 12" carriage bolt assemblies. Bolts shall be inserted through the predrilled holes from the exterior with a 1/2" washer place against the exterior brace, a 3/8" washer is placed against the interior brace. The bolt is tightened from the inside so that it slightly compresses the interior brace. The 2x4 Bottom Brace shall be cut to width of door trim and drilled to the floor to prevent opening.
7. Garage Door – the opening shall be covered with plywood and secured with a minimum of 3-inch-long deck or wood screws installed on 6-inch centers around the circumference of the opening. An interior or exterior 2x4 Bottom Brace is required to prevent it from opening and drilled to the floor with masonry screws (or as appropriate).

**NOTE: These specifications are subject to change upon case-by-case scenario. Any changes or recommendations shall be discussed during the walk-through of the property prior to a proposal, quote and or notice to proceed.**

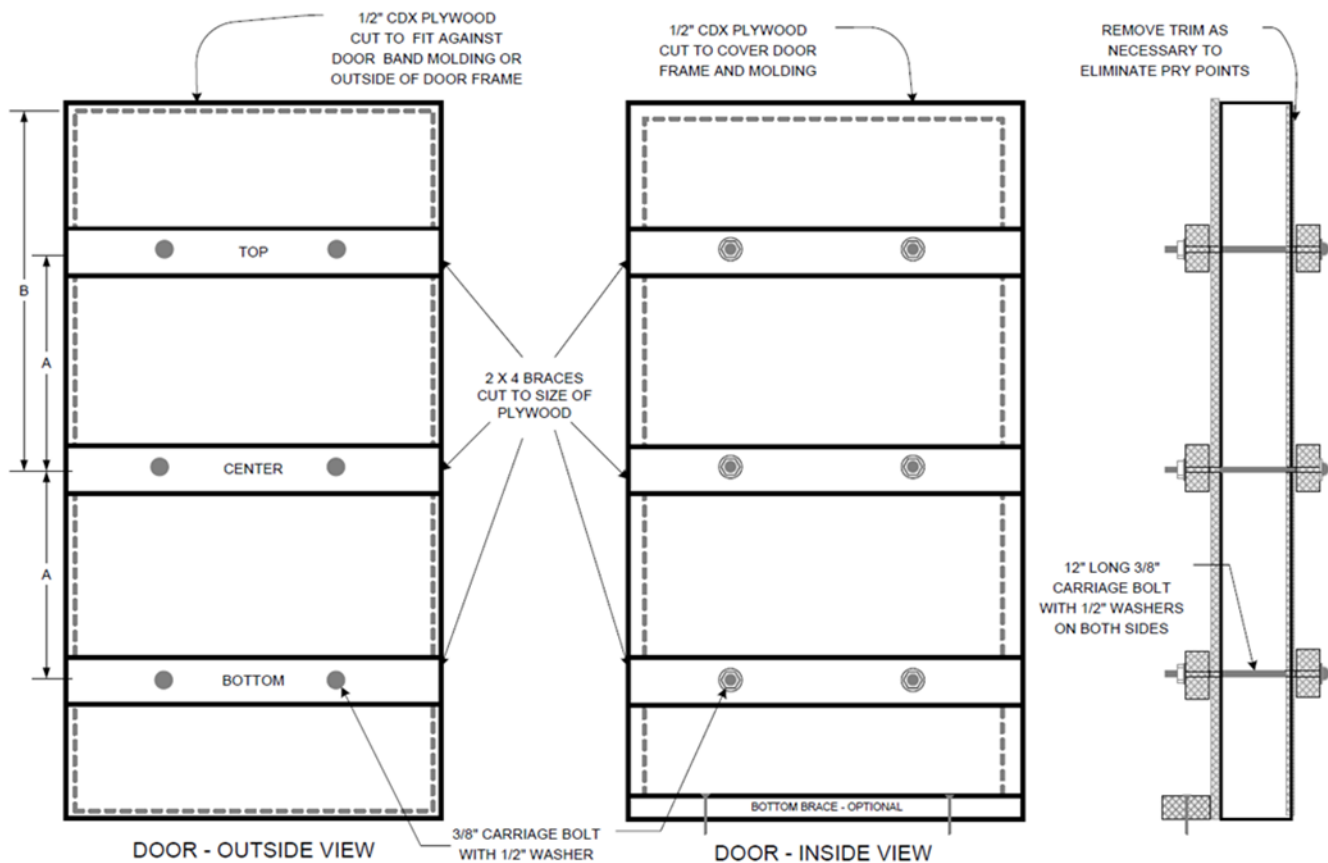
## WINDOW BOARDING SPECIFICATION



### NOTES:

1. FOR DOUBLE HUNG WINDOWS, SLIDE SASH TO CENTER OF UNIT AND PASS BOLTS THROUGH OPENINGS AT TOP AND BOTTOM.
2. STORM WINDOWS SHOULD BE REMOVED AND STORED INSIDE STRUCTURE.
3. OUTSIDE TRIM MAY HAVE TO BE REMOVED TO ACCOMMODATE A FLUSH AND TIGHT FIT.
4. TIGHTEN NUTS FROM INSIDE ENOUGH TO SLIGHTLY COMPRESS 2X4 BRACE.
5. BRACE LOCATIONS:  $A = 1/3 B$  (SEE DIMENSION LOCATIONS ON DRAWING)  
**NOTE: WINDOWS 3 FEET IN HEIGHT OR SHORTER ONLY REQUIRE ONE BRACE.**
6. LOCATION OF BOLT HOLES:  $C = 1/3 D$  (SEE DIMENSION LOCATIONS ON DRAWING)
7. THE PLYWOOD BOARD SHOULD BE SECURED WITH SCREWS EVERY 12" ALONG THE PERIMETER OF THE FRAME OF THE WINDOW, DOOR, OR OPENING, AND WITH DECK NAILS AT EVERY 6" MARK WHERE SCREW IS NOT PLACED.

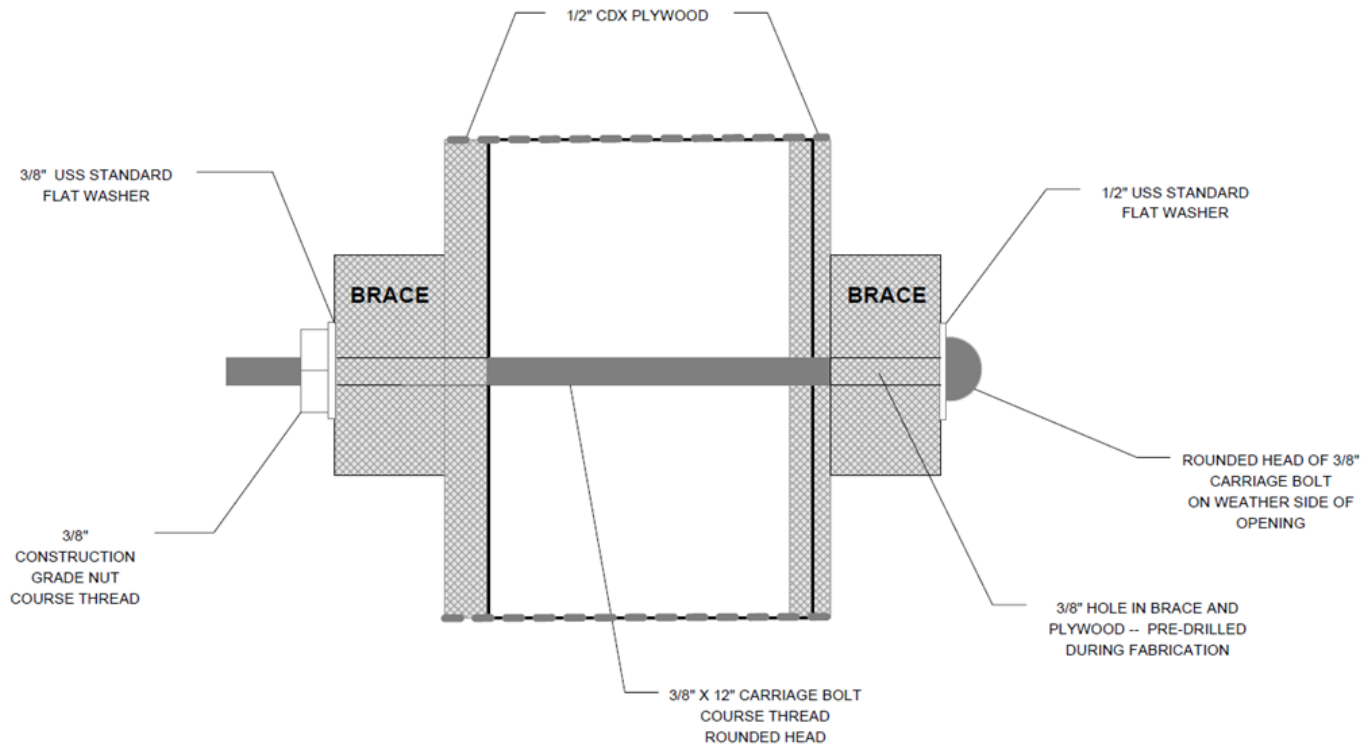
## DOOR BOARDING SPECIFICATIONS



### NOTES:

1. IRON DOORS OR FRAMES MAY BE REMOVED AND STORED INSIDE BUILDING IF NECESSARY.
2. USE 3/8" X 12" CARRIAGE BOLTS - ROUNDED HEAD ON OUTSIDE OF BUILDING. LONGER BOLTS MAY BE NECESSARY.
3. TIGHTEN NUTS FROM INSIDE ENOUGH TO SLIGHTLY COMPRESS 2X4 BRACE.
4. IF PLYWOOD CAN NOT BE BUTTED AGAINST BAND MOLDING, CUT TO COVER OUTSIDE EDGE OF DOOR FRAME.
5. BOLT HOLES ARE LOCATED AS THEY ARE FOR WINDOWS (SEE WINDOW DETAIL)
6. CENTER BRACE LOCATED IN CENTER OF DOORWAY OPENING. TOP AND BOTTOM BRACES ARE POSITIONED WHERE  $A = 1/2B$  (SEE DIMENSION LOCATIONS ON DRAWING)
7. USE 2X4 BOTTOM BRACE - CUT TO WIDTH OF DOOR TRIM. DRILL TO THE FLOOR TO PREVENT OPENING. INTERIOR AND EXTERIOR BOTTOM BRACES WITH MASONRY SCREWS ARE MANDATORY WHEN BOARDING GARAGE DOORS.

## BRACE AND CARRIAGE BOLT SPECIFICATION



### NOTES:

1. USE 2" BY 4" BY 8' (OR LONGER) CONSTRUCTION GRADE LUMBER FOR BRACES.
2. USE 3/8" X 12" CARRIAGE BOLTS - ROUNDED HEAD ON OUTSIDE OF BUILDING
3. TIGHTEN NUTS FROM INSIDE ENOUGH TO SLIGHTLY COMPRESS WASHER INTO 2X4 BRACE.
4. USE 1/2" WASHER ON WEATHER SIDE TO ACCOMMODATE THE WRENCH NECK OF BOLT AND ELIMINATE PRY POINTS.

## WINDOW ASSEMBLY

### MATERIALS REQUIRED PER WINDOW

- 1 - 1/2" CDX PLYWOOD SHEET-CUT TO DIMENSIONS OF WINDOW FRAME (WEATHER SIDE  
4 - 2X4 BRACES - CUT TO WIDTH OF PLYWOOD  
4 - CARRIAGE BOLT ASSEMBLIES

NUMBER OF WINDOWS TO BE SECURED ( $N_w$ ): \_\_\_\_\_

NUMBER OF WINDOWS BRACES REQUIRED: ( $N_w \times 4$ ) \_\_\_\_\_

CARRIAGE BOLT ASSEMBLIES REQUIRED ( $B_w$ ): ( $N_w \times 4$ ) \_\_\_\_\_

## DOOR ASSEMBLY

### MATERIALS REQUIRED PER DOOR

- 1 - 1/2" CDX PLYWOOD SHEET - CUT TO DIMENSIONS OF DOOR FRAME (WEATHER SIDE)
- 1 - 1/2" CDX PLYWOOD SHEET - CUT TO OUTSIDE DIMENSIONS OF DOOR FRAME TRIM (INSIDE)
- 6 - 2X4 BRACES - 3 CUT TO WIDTH OF OUTSIDE PLYWOOD  
- 3 CUT TO WIDTH OF INSIDE PLYWOOD
- 1 - 2X4 BOTTOM BRACE - CUT TO WIDTH OF DOOR TRIM DRILLED TO FLOOR (INSIDE)
- 6 - CARRIAGE BOLT ASSEMBLIES

NUMBER OF DOORS TO BE SECURED ( $N_D$ ): \_\_\_\_\_

NUMBER OF DOOR BRACES REQUIRED: ( $N_D \times 6$ ) \_\_\_\_\_

NUMBER OF BOTTOM BRACES REQUIRED: ( $N_D$ ) \_\_\_\_\_

CARRIAGE BOLT ASSEMBLIES REQUIRED ( $B_D$ ): ( $N_D \times 6$ ) \_\_\_\_\_

**CARRIAGE BOLT ASSEMBLY**  
MATERIALS REQUIRED PER CARRIAGE BOLT ASSEMBLY

- 1 - 3/8" X 12' (OR LONGER IF NECESSARY) CARRIAGE BOLT - COURSE THREAD  
1 - 1/2" USS STANDARD FLAT WASHER (WEATHER SIDE)  
1 - 3/8" USS STANDARD FLAT WASHER (INSIDE)  
1 - 3/8" CONSTRUCTION GRADE NUT - COURSE THREAD

TOTAL CARRIAGE BOLT ASSEMBLIES REQUIRED FOR WINDOWS AND DOORS:  
(B<sub>w</sub> + B<sub>d</sub>) \_\_\_\_\_



## **EXHIBIT B**

## 1. Letter of Introduction

Harrison Building, Inc.  
4533 Macarthur Blvd. #578,  
Newport Beach, CA 92660  
(949) 278-1727 - info@harrisondb.com

04/19/2022

City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA

Dear City of Santa Ana,

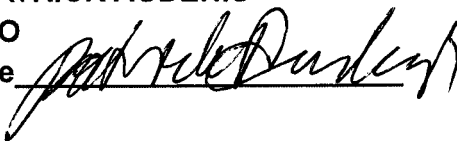
Harrison Building, Inc. has understood and accepted the entire scope of services as per plans and specifications of this project. Our technical approach includes gathering the right equipment, materials and people as well as working with the city officials to perform this project to the best interest of the city.

**Contact Person:** Patrick Audenis  
**Email:** patrick@harrisondb.com  
**Phone:** (949) 278-1727

**Name:** PATRICK AUDENIS

**Title:** CEO

**Signature**

A handwritten signature in black ink, appearing to read "Patrick Audenis", is written over a horizontal line.

## **2. The Statement of Experience/Qualifications**

### **Company Experience and Qualifications**

Harrison Building is a professional contracting company that specializes in construction. We have departments in all trades with a very proficient demolition team.

Please see the attached "About Us" page for more information about our company.

### **Key Individuals Experience and Qualifications**

Please see the attached "Meet the CEO" and "Resume of Patrick Audenis"

**Name: PATRICK AUDENIS**

**Title: CEO**

**Signature**

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# ABOUT US

## Company Overview

Harrison Building is a professional contracting company located in Newport Beach, California.

Our company has been providing excellent construction services since 2011. We have General Engineering - A and General Building - B licenses, and through professional partnerships with reliable contractors, we can perform any project.

## Technical Approach

Harrison performs Building Construction, Demolition, Electrical, and significantly more.

We have performant subcontractor partners who are capable of performing every other trade.

Harrison also has a deep connection to high-quality material suppliers across the United States to deliver your project at the maximum value.

**LEGAL NAME:** Harrison Building

**DBA:** Harrison

**CEO:** Patrick Audenis

**DUNS:** 045996028

**CAGE:** 6NLS6

**EMAIL:** [info@harrisonsdb.com](mailto:info@harrisonsdb.com)

**PHONE:** +1 (949) 278-1727

# MEET THE CEO

Harrison Building is led non-other than by our remarkable CEO, Patrick Audenis.

Mr. Audenis is a passionate builder at heart with complex problem-solving abilities. With over 35 years of construction experience, his skills and experience have resulted in perfect projects with absolute client satisfaction.

With Mr. Audenis's Leadership, Passion, and Experience, we can perform perfect projects with absolute client satisfaction.

## Patrick Audenis

*CEO of Harrison*

### Role Highlights:

- Build the design and construction teams with the project owner.
- Provide leadership and manage the construction efforts from start to finish
- Review progress during construction
- Ensure processes are implemented
- Provide detailed updates to project officers to ensure client satisfaction.

**Phone Number:**

+1 (949) 278-1727

**Email:**

patrick@harrisonsdb.com

**Education:**

Graduated from University of Uludag Engineering Faculty

# Patrick Audenis

4533 MacArthur Blvd #578  
Newport Beach, CA 92660  
**+1 (949)278-1727**  
**patrick@harrisonsdb.com**

**DOB: February 5th, 1966**

## Skills

Mr. Audenis is a builder at heart with passion and complex problem solving abilities. These skills have resulted in the completion of many projects with a perfect finish.

## Experience

June 2011 - PRESENT

### **Harrison Building, Inc / Newport Beach, California - CEO**

- Management, responsibility and leadership for Harrison Building, Inc.
- Responsible for day to day operations
- Construction, building company.

2007 - 2014

### **Stone Contact, Inc - CEO**

- Management, responsibility and leadership for Stone Contact, Inc.
- Stone supply company.

2001 - 2007

### **Euro Tile & Marble Design - CEO**

- Management, responsibility and leadership for Euro Tile & Marble Design
- Import - export materials business.

## Education

1987 - Graduated

### **University of Uludag, Turkey**

### **3. Provide at least three (3) references**

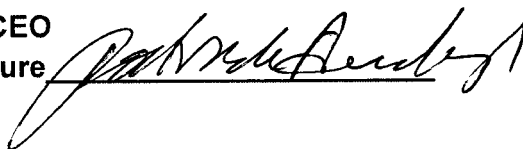
Please see our attached "Past Performance" for the 3 references.

Harrison provided demolition services before the new construction in all of those projects.

**Name: PATRICK AUDENIS**

**Title: CEO**

**Signature**

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# HARRISON

## Past Performance

### Reference #1

Project Name: Fire Station #75 and #79 Fencing

Project Owner or Department/Agency: City of Santa Ana

Project Description: Demolish previous fence, and manufacture and install new fences.

Project Duration: 60 days

Project Completion Date: March 2022

Project Location: Santa Ana, CA, USA.

Contract Price: \$200,000

Contact Person: Eva Pierce

Telephone: (714) 647-6584

Email: epierce@santa-ana.org

Notes: Change order, scope of work adjusted to the city's needs. Contract changed from 1 month \$150,000 contract to 2 month \$200,000 project.

### Reference #2

Project Name: OrangeTheory Fitness Centers

Project Owner or Department/Agency: OrangeTheory Fitness

Project Description: Demo and renovate new fitness centers

Project Duration: N/A

Project Completion Date: 2013

Project Location: Southern California, USA.

Contract Price: \$2,500,000

Contact Person: Pat Williams

Telephone: (949) 235-8801

Email: N/A

Notes: N/A

### Reference #3

Project Name: Antoine Macoule Residence

Project Owner or Department/Agency: Antoine Macoule

Project Description: Demo previous area and provide new building construction

Project Duration: N/A

Project Completion Date: 2017

Project Location: Newport Beach, CA, USA.

Contract Price: \$2,300,000

Contact Person: Antoine Macoule

Telephone: (714) 330-1359

Email: N/A

Notes: N/A



#### 4. Rate and Service Structure

##### PRICE SCHEDULE - 22-068

Items	Description	Hourly	Flat
#1 - a	Board-up cost of 1st standard window/ (1) each additional window thereafter (see attachment 1)		\$520
#2 - b	Board up cost of 1st single door opening /(1) each additional door thereafter (see attachment 1)		\$720
#3 - c	Board of cost of a garage		\$940
#4 - d	Bolt, screw door, garages and windows		\$350
#5 - e	Chain and lock fee		\$500
#6 - f	Weed abatement service: includes mow, hand weed abatement, blow off sidewalks, edging and handwork of perimeter, disposal etc., (primarily neglected residential, commercial property) per hour rate	\$250	
#7 - g	Small scale- Debris removal service; cost per ton. Includes clean-up debris by hand, disposal (no heavy equipment)		\$800
#8 - h	Large Scale- Debris removal service cost, unpermitted encampments. Cost of heavy equipment that include but may not be limited to Track Loaders, Truck and semi-end dump trailer combinations, Water trucks, High Reach fork-lifts, Stake bed trucks, backhoes, skip loaders, tractors, and additional service trucks and machinery to assist. Evaluation and analysis will be based on submittal of proposal and all identified costs, including any and all costs related to collect and dispose items.	\$1,850	
#9 - i	Travel charge	\$240	
#10 - j	After hour charge	\$350	
	<b>TOTAL</b>	\$2,690	3,830

\*\*TOTAL Hourly rate varies on the hours per service. This is not a fixed price\*\*

Name: PATRICK AUDENIS

Title: CEO

Signature 

## **5. Rate and Service Structure**

- a. Your Submittal package shall include the following**
- b. The proposal shall be in Times New Roman, Arial, or some similar easily readable font. The size of the font shall not be smaller than 12.**
- c. All submittals, whether selected or rejected, shall become the property of the City of Santa Ana and will not be returned.**
- d. The City reserves the right to waive minor defects and/or irregularities in proposals and shall be the sole judge of the materiality of any such defect or irregularity.**
- e. Cost incurred by the respondent in the preparation of the response to this RFQ is the sole responsibility of the proposer and will not be reimbursed by the City.**
- f. All proposals shall remain firm for one hundred twenty (120) days following the closing date of the receipt of proposals.**

**Name: PATRICK AUDENIS**

**Title: CEO**

**Signature**

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