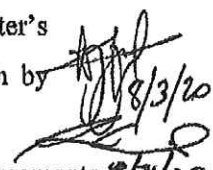



LICENSE AGREEMENT BY AND
BETWEEN THE CITY OF HUNTINGTON
BEACH AND OC405 PARTNERS JV
FOR TEMPORARY USE OF CITY PROPERTY

This License Agreement is made and entered into by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California hereinafter referred to as "CITY," and OC405 PARTNERS JV, a California Joint Venture Partnership, hereafter referred to as "LICENSEE."

WHEREAS, LICENSEE has applied to CITY for permission to use CITY-owned property, described as follows:

APN 142-311-34-Northeast corner of McFadden Ave. and Gothard St., depicted in the map, attached hereto and incorporated herein by reference as Exhibit "A" (the "Property") in the City of Westminster for the purposes of vehicular storage; and CITY desires to allow such use as necessary for the purposes stated above in connection with the OC405 Partners JV project; and

The proposed use of the Property is permitted per the City of Westminster's Temporary Use Permit dated May 19, 2020, attached hereto and incorporated herein by reference as Exhibit "B". 

NOW, THEREFORE, in consideration of the promises and agreements  hereinafter made and exchanged, the parties covenant and agree as follows:

1. PERMISSION. Permission is hereby given to LICENSEE to enter upon and use the Property for the purpose described above.
2. TERM. The term of this License shall be for a period of thirty two (32) months or until January 1, 2023 upon execution by the CITY.
3. RENT. In consideration of this License, the LICENSEE shall pay five hundred dollars (\$500.00) per month in rent. Rent shall be paid in advance of the 1st day of each month, and becomes delinquent on the 10th day of each month. Rent shall be paid to the City of Huntington Beach and can be mailed to: P.O. Box 711, Huntington Beach, CA 92648-0711.

In addition to Rent, LICENSEE shall pay to the entities entitled thereto all taxes, assessments, insurance premiums, maintenance charges and any other charges, costs and expenses against the Property which may be contemplated under any provision of this License.

4. INDEMNIFICATION, DEFENSE, HOLD HARMLESS.

LICENSEE hereby agrees to protect, defend, indemnify, and hold and save harmless CITY, its officers, elected or appointed officials, employees, agents, and volunteers against any and all liability, claims, damages, losses, expenses, defense costs, judgments, costs, demands, and consequential damage or liability of any kind, however caused, including those resulting from death or injury. This includes death or injury arising directly or indirectly out of the obligations or operations herein undertaken by LICENSEE, caused in whole or in part by any negligent act, omission, or intentional act of the LICENSEE, any subcontractors/sub LICENSEES, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable, including but not limited to concurrent active or passive negligence or willful misconduct. LICENSEE will conduct all defenses at its sole cost and expense and CITY shall approve selection of LICENSEE's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LICENSEE.

5. WORKERS' COMPENSATION INSURANCE.

Pursuant to the *California Labor Code* Section 1861, LICENSEE acknowledges awareness of Section 3700 et seq. of said code, which requires every employer to be insured against liability for workers' compensation. LICENSEE covenants that it will comply with all such laws and provisions prior to the encroachment onto the Property pursuant to this License. As required by the State of California, LICENSEE shall maintain such Workers' Compensation Insurance per Statutory Limits, and Employer's Liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, at all times incident hereto, in forms and underwritten by insurance companies satisfactory to the CITY.

6. GENERAL LIABILITY INSURANCE.

In addition to the workers' compensation and employer's liability insurance and LICENSEE's covenant to defend, hold harmless and indemnify CITY, LICENSEE shall obtain and furnish to CITY, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Premises. This policy shall indemnify LICENSEE, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the License Agreement, and shall provide coverage, on ISO form CG 00 01 or equivalent, in not less than the following amount: combined single limit bodily injury and

property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than Two Million Dollars (\$2,000,000) for this Agreement. This policy shall name the CITY, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage available to the CITY, which may be applicable to the Agreement, shall be deemed excess coverage and that LICENSEE's insurance shall be primary. Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage without CITY approval. LICENSEE shall be for causing all Subcontractors/Sub LICENSEES and/or any other entity using the premises to maintain the same types and limits of insurance coverage as that required of LICENSEE by this Agreement. The insurance provided shall be primary insurance. Excess and/or umbrella coverage will not be accepted in lieu of or as a substitution for General Liability coverage.

7. CERTIFICATES OF INSURANCE, ADDITIONAL INSURED.

Prior to the encroachment onto the Property pursuant to this License, LICENSEE shall furnish to CITY certificates of insurance subject to approval of the CITY Attorney evidencing the foregoing insurance coverages as required by this Agreement; said certificates shall provide the name and policy number of each carrier and policy, and shall state that the policy is currently in force and shall promise to provide that such policies will not be canceled without thirty (30) days prior written notice to CITY. LICENSEE shall maintain the foregoing insurance coverages in force until this Agreement is terminated.

The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by LICENSEE under this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of all said policies of insurance. LICENSEE shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

A separate copy of the additional insured endorsement to each of LICENSEE'S insurance policies, covering both ongoing and completed operations, naming the CITY, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds shall be provided to the CITY for approval prior to the encroachment onto the

Property pursuant to this License.

If LICENSEE has insurance coverages that exceed or are in addition to the above mentioned coverage, the CITY is entitled to any and all insurance coverages available to LICENSEE.

8. RELEASE. LICENSEE hereby releases and forever discharges CITY of and from any and all claims, demands, actions or causes of action whatsoever which LICENSEE may have, or may hereafter have, against the CITY specifically arising out of the matter of the entry of LICENSEE onto the Property. This is a complete and final release and shall be binding upon LICENSEE and the heirs, executors, administrators, successors and assigns of LICENSEE'S use of the Property. LICENSEE hereby expressly waives any rights under or benefit of any law of any jurisdiction whatsoever providing to the contrary. Neither the acceptance of this release nor any payment made hereunder shall constitute any admission of any liability of CITY.

9. WASTE. LICENSEE shall not alter, damage or commit any kind of waste upon the Property or any improvement, equipment or personal property thereon and shall not interfere in any manner with the operations or activities of CITY. LICENSEE shall make no change in the use of the Property nor shall the design of the Property be changed other than as authorized herein without prior written consent of CITY. LICENSEE shall not cause any workmen's or materialmen's liens to be placed upon the Property and agrees to indemnify and hold CITY harmless against any such liens including but not limited to the payment of attorneys' fees.

10. MAINTENANCE. LICENSEE agrees to care for and maintain the Property in good and satisfactory condition as acceptable to the CITY. Maintenance shall include daily cleaning of the Property area including but not limited to removal of all rubbish, food stuffs, paper, bottles, cans, gum, cigarettes, animal litter, dirt and sand.

LICENSEE shall keep the Property area reasonably clean and free of debris during its use thereof, and shall restore the Property, as much as reasonably practicable, to its former condition. In the event LICENSEE does not maintain the Property in a satisfactory manner, LICENSEE authorizes CITY to perform such maintenance on LICENSEE'S behalf. All costs incurred performing said maintenance shall be assessed to and billed directly to the LICENSEE. LICENSEE agrees to pay such costs within thirty (30) days of billing. In the event any damage is caused to the Property, as a result of the use authorized hereunder, LICENSEE

agrees to repair same at its own expense.

11. IMPROVEMENTS. LICENSEE is required to complete the following improvements within five (5) days of the commencement of this Agreement:

- a. Install crushed aggregate gravel base over the entire Property prior to the storage of vehicles;
- b. Provide chain link fence covering/screening and regular graffiti abatement over the entire length of the existing chain link fence; and
- c. Provide, as necessary, improvements to maintain and secure the Property and vehicle storage

Any other proposed improvements must be presented in writing and approved by the CITY in writing prior to installation.

12. ACCESS

a) Each party shall provide access to the Property to the other party, and its employees, agents, contractors and subcontractors, twenty-four (24) hours a day, seven (7) days a week or as designated in permit approvals. CITY represents and warrants that it has full rights of ingress and egress to and from the Property, and hereby grants such rights to Licensee to the extent required for authorized operations. LICENSEE'S exercise of such rights shall not cause undue inconvenience to CITY. All LICENSEE'S operations shall comply with all ordinances, regulations, and laws.

b) LICENSEE shall, at its sole cost and expense, maintain and repair the Property and LICENSEE'S Facilities including, but not limited to, the removal of all trash, debris and graffiti. If LICENSEE causes any damage to the Property or to access roadways or other nearby facilities, it shall properly repair same as specified by CITY.

c) Upon the expiration or termination of this Agreement, LICENSEE shall surrender the Property to CITY in good and clean condition, less ordinary wear and tear, and as approved in writing by CITY.

13. CONTROL OF EQUIPMENT. LICENSEE shall keep any equipment used or brought onto the Property under its absolute and complete control at all times and said equipment shall be used on the Property at the sole risk of LICENSEE.

14. INDEPENDENT CONTRACTOR. LICENSEE agrees that all work done or undertaken by it on the Property shall be for its sole account and not as an agent, servant

or contractor for CITY.

15. HAZARDOUS SUBSTANCE. LICENSEE represents and warrants that its use of the Property herein will not generate any hazardous substance, and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance. LICENSEE further agrees to clean-up and remediate any hazardous substance on the Property, and hold CITY harmless from and indemnify CITY against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of CITY, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

16. TERMINATION AND DEFAULT.

a.) In the event of any damage, destruction or condemnation of the Premises, which renders the Premises unusable or inoperable in CITY's and LICENSEE'S judgment, LICENSEE shall have the right, but not the obligation, to terminate the License with respect to the Premises by giving written notice to CITY within thirty (30) days after such damage, destruction or condemnation, if by virtue of such damage, destruction or condemnation, CITY and LICENSEE determine that the Premises are no longer adequate for LICENSEE to continue its operations, or that any repairs to the Premises necessary for LICENSEE to continue its operations have not been completed or cannot reasonably be completed within sixty (60) days from the date of the damage, destruction or condemnation.

b.) In the event of condemnation, unless LICENSEE is allowed by the condemning authority to continue its operations on the Premises, the License shall terminate as of the date title to the Property and/or Premises vests in the condemning authority or LICENSEE is required to cease its operations, whichever is earlier. If any property described herein or hereinafter added hereto is taken in eminent domain, LICENSEE's entitlement to any award or

payments, if any, shall be limited to relocation benefits afforded to LICENSEE pursuant to State or Federal eminent domain / condemnation laws shall be entitled to any and all awards, payments and relocation benefits afforded to them through local, State or Federal eminent domain / condemnation laws shall not state the entire award shall be paid to CITY.

c.) This License may be terminated on thirty (30) days prior written notice by CITY upon a default by LICENSEE of any covenant or term, material or otherwise, hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of the default, provided that the grace period for any monetary default is fifteen (15) days from receipt of notice, or

d.) CITY may terminate this License in its sole and absolute discretion at any time upon sixty (60) days prior written notice to the LICENSEE. RELOCATION ASSISTANCE. In the event this License is terminated, LICENSEE shall not be entitled to any relocation rights or benefits and expressly waives such benefits and rights under City, State or Federal relocation assistance plans.

17. NO ASSIGNMENT. LICENSEE agrees that the permission herein extended shall be personal to it and that it shall not assign or permit any third party to avail itself of any of the privileges granted hereunder, without the express written permission of CITY.

18. NO TITLE INTEREST. No title interest of any kind is hereby given and LICENSEE shall never assert any claim or title to the Property.

19. NOTICES. All notices given hereunder shall be effective when personally delivered or if mailed, within 48 hours of the deposit of such notice in the U.S. Mail, postage prepaid, and certified with return receipt requested and addressed to LICENSEE or to CITY at the respective addresses shown below:

CITY:

City of Huntington Beach
Attention: Real Estate Office
2000 Main Street
Huntington Beach, CA 92648

LICENSEE:

OC405 Partners
Attention: Azzam Saad
3100 W Lake Center Dr.
Santa Ana, CA, 92704

20. NO DISCRIMINATION. LICENSEE agrees that in performance of this Agreement and in the use of the Property area authorized hereunder, it will not engage in, nor permit its officers, agents or employees to engage in, any discrimination or discriminatory practices against any person based on race, religion, creed, color, natural origin, ancestry, physical handicap, medical condition, marital status or gender.

21. ATTORNEY'S FEES. In the event suit is brought by either party to enforce the terms and provisions of this agreement or to secure the performance hereof, each party shall bear its own attorney's fees. The prevailing party shall not be entitled to recover its attorney's fees.

22. ENTIRETY. This Agreement contains the entire agreement between the parties. This Agreement shall be modified only by a subsequent written amendment, as may be mutually agreed upon by the parties.

[SIGNATURES ON SEPARATE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on AUGUST 3, 2020.

LICENSEE:

OC405 Partners JV, a California Joint Venture Partnership

CITY:

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By: [Signature]

Azzam Saad
Print Name

[Signature]
Mayor 8/7/2020

ITS: : circle one Chairman/President/Vice President

By: [Signature]

REYN KAILUHLI
Print Name

[Signature]
City Manager

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasure

APPROVED AS TO FORM:

[Signature]
City Attorney NW

RECEIVE AND FILE:

[Signature]
City Clerk

Date 8/7/2020

Exhibits:

- A. Assessor's Parcel Map
- B. City of Westminster TUP

Exhibit A



Exhibit "B"



City of Westminster

8200 Westminster Boulevard, Westminster, CA 92683 714.898.3311
www.westminster-ca.gov

May 19, 2020

Attn: Daniel Guzman
OC 405 PARTNERS JV
3100 W Lake Center Dr.
Santa Ana, CA 92704

TRI TA
Mayor

KIMBERLY HO
Vice Mayor

SERGIO CONTRERAS
Council Member

TAI DO
Council Member

CHI CHARLIE NGUYEN
Council Member

SHERRY JOHNSON
Interim City Manager

Subject: Temporary Use Permit (Case No. 2020-064), OCTA's I-405 Temporary parking employees' personal vehicles at APN #: 142-311-34.

Dear Mr. Guzman:

Your application requesting approval of a temporary employee's parking for OCTA's I-405 improvement project at APN 142-311-34 running from May 19, 2020 to December 31, 2020 has been **approved** subject to compliance with the following conditions of approval:

Description of Temporary Use:

- Temporary parking of employees' vehicle on a 1.16 acre site.
- The hours of operation from 7:00 am to 5:00 pm, daily for the duration of the permit.
- No equipment, other than employee vehicles shall be stored onsite.
- A privacy screen shall be installed along the perimeter of the site subject of the approval of the Planning Division.
- Safety signs will be installed per OSHA and City Standards.
- A maximum of 30 employees' vehicles may be parked onsite.

Conditions of Approval:

1. The subject property shall be developed for the use and in the manner requested and shall be in substantial conformity with the plans as reviewed by the approving body unless revised or modified by the approving body.

Case No. 2020-064 (TUP)
APN: 142-311-34

2. This permit is limited to allowing employees parking for those employees associated with OCTA's I-405 improvement project running from May 19, 2020 to December 31, 2020.
3. The hours of operation in which vehicles may be parked onsite are from 7:00 am to 05:00 pm, daily and only during the duration of the permit. This TUP will terminate at midnight, December 31, 2020 and any subsequent TUP application for the same use will be based upon the performance of this TUP. Any subsequent TUP application for the same use shall be submitted to the Planning Division no later than November 16, 2020.
4. Any type of retail sales or used merchandise are prohibited. No construction/contracting equipment shall be parked or stored at this site. Only personal employee vehicles related to the construction yard across the street shall parked on this site (Sedans/Pickup Trucks).
5. In order to mitigate the visual impact of the site to the general public in the vicinity, the subject parcel shall install a six foot high chain link fence with a durable green screen along the site perimeter. In the event that vehicles stored onsite can be viewed from outside the site, the applicant shall replace the green screen, subject to the review and approval of the Planning Division.
6. Access to the site shall be allowed only during the daytime business hours between 7:00 am to 05:00 pm, daily.

PUBLIC HEALTH, SAFETY AND WELFARE

7. The use shall comply with all federal, state and local laws; including but not limited to fire safety requirements from the Orange County Fire Authority, and environmental health safety requirement from the Orange County Health Care Agency. Violation or conviction of any of those laws in connection with the use will be cause for revocation of this permit. In addition, the operator is responsible for ensuring all necessary permits from these agencies are obtained.
8. Fire department access roads shall remain unobstructed at all times. Do not block and/or cover fire hydrants and fire department connections.
9. Portable signs, such as "A" frame signs, are prohibited in the City. Approval to use such signs must be obtained from the Engineering and Planning Division. Directional signs utilized for traffic must be approved by the City's Public Works Engineering Department at (714) 548-3462.
10. No driveways or access to other properties shall be blocked off by this use.
11. The site shall be left clean and free of debris at the end of each day of the use and restored to pre-operating conditions.

12. In order to prevent NPDES issues applicant shall implements Best Management Practices (BMP) for pollution prevention, including, but not limited to:

- Erosion and Sediment Control:
 - Street Sweeping
 - Drain Inlet Protection
 - Temporary Fiber Rolls
- Tracking Control:
 - Street Sweeping
 - Temporary Construction Entrance (gravel base, filter fabric, and track-out plate)
- Perimeter Control
 - Silt fence, fiber roll, or gravel bag berm, depending upon field conditions.
- Dust Control
 - Twice per day ground watering (spraying/misting) at a minimum.
- Site Inspection, maintenance, and recordkeeping.

13. Per Public Works Department requirements the instructions provided in the attached file (Stabilized Construction Entrance/Exit) shall be followed regarding the BMPs.

14. The BMPs shall be inspected by Building Division as a regular construction site.

PUBLIC NUISANCE

15. OC405 Partners is responsible for immediately notifying the Police Department of disturbances or crimes occurring at this site.

16. No additional noise outside of current regular daytime traffic is expected at this site. Any noise resulting from the operation of the premises shall be kept at a level so as not to cause any disturbances or nuisances which would be detrimental to other property in the area or to the welfare of the occupants thereof. In the event that any verified complaints are made to the Planning Manager, Building Official, Code Enforcement Manager or to any City department, the applicant shall immediately meet with City staff to discuss mitigation measures. Should such measures fail to alleviate the problem, then the matter may be treated as a nuisance warranting the initiation of revocation proceedings.

17. The applicant shall obtain a banner permit and install a banner sign, visible from McFadden Avenue (with the permit obtained from the City), that provides a phone number and email address where complaints can be sent regarding use of the site.

18. If complaints regarding the site are received, the applicant shall meet with the City to address such complaints and the City may either amend the temporary use permit or

cancel the temporary use permit. Any amendment or cancellation of the temporary use permit shall be provided to the applicant in writing.

INDEMNIFICATION CLAUSE

The applicant agree to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of case no. 2020-064. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City's approval of case no. 2020-064, and/or any environmental determination, the applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Westminster's elected officials, appointed officials, officers, and employees. The "applicant" includes the property owner.

If you have questions, please contact me at zranjbar@westminster-ca.gov or at (714) 548-3493. If I am not available, feel free to contact Alice Tieu, Assistant Planner, at ATieu@westminster-ca.gov.

Sincerely,

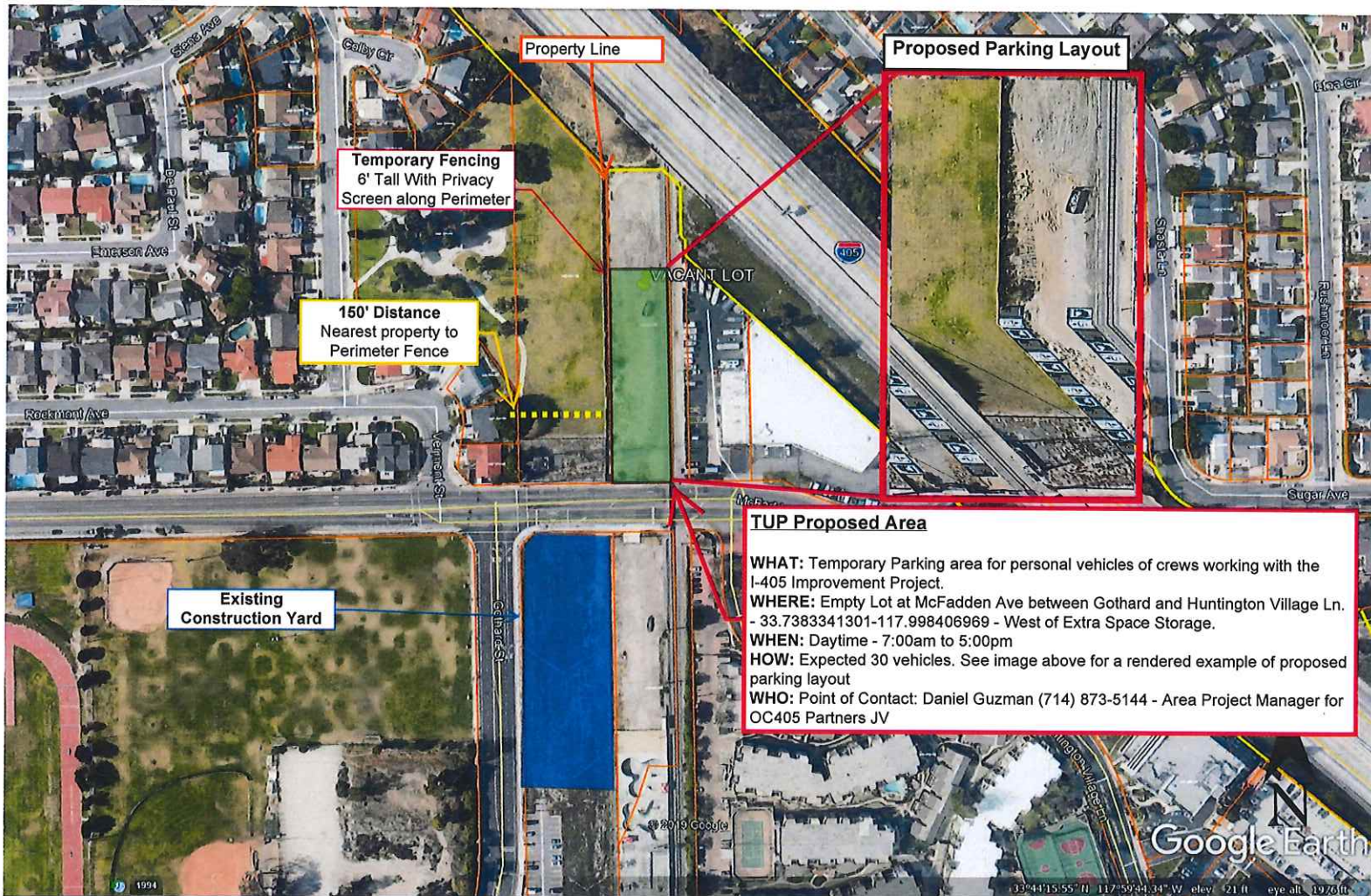


Zharfa Ranjbar
Planning Technician



Steven Ratkay, AICP
Planning Manager

Attachment:
Stabilized Construction Entrance/Exit instruction



Property Line

Temporary Fencing
6' Tall With Privacy
Screen along Perimeter

150' Distance
Nearest property to
Perimeter Fence

Existing
Construction Yard

Proposed Parking Layout

TUP Proposed Area

WHAT: Temporary Parking area for personal vehicles of crews working with the I-405 Improvement Project.
WHERE: Empty Lot at McFadden Ave between Gothard and Huntington Village Ln. - 33.7383341301-117.998406969 - West of Extra Space Storage.
WHEN: Daytime - 7:00am to 5:00pm
HOW: Expected 30 vehicles. See image above for a rendered example of proposed parking layout
WHO: Point of Contact: Daniel Guzman (714) 873-5144 - Area Project Manager for OC405 Partners JV

Google Earth





ORANGE COUNTY FIRE AUTHORITY

COM

Plan Submittal Criteria

COMMERCIAL projects, MULTIFAMILY RESIDENTIAL projects and RESIDENTIAL TRACT developments

INSTRUCTIONS:

- Fill in the project/business address and provide a brief description of the scope of work and type of business operation that will take place.
- Answer questions 1 through 10, read and initial items 11 and 12, then complete and sign the certification section.
- If you answer: - "YES" to any part of questions 1 through 10, submit the type of plan indicated in *italics* to OCFA.
- In some cases, other plan types not indicated herein may also be necessary depending on specific conditions or operations.
- Visit www.ocfa.org for submittal information and locations. If you need assistance in filling out this form or have questions regarding requirements for review, please contact OCFA at 714-673-8108 or visit us at 1 Fire Authority Road, Irvine, CA 92602.

Address	3100 W LAKE CENTER DR	Suite	City	SANTA ANA
Project Scope/Business Description I-405 Improvement Project - to widen the Inter-State 405 (I-405) between State Route 73 (SR-73) and Inter-state 605				

- YES NO
- ☐ ☒ Construction of a new building, a new story, or increase the footprint of an existing building? Changes to roadways, curbs, or drive aisles? Addition, relocation, or modification of fire hydrants or fences/gates? Construction within 300 feet of an active or proposed oil well? *Fire Master Plan (PR145)*
 - ☐ ☒ Property is adjacent to a wildland area or non-irrigated native vegetation? *Fire Master Plan (PR145); a Fuel Modification Plan may also be required. (PR120, PR124)*
 - ☐ ☒ Located in or < 100' from a Division of Oil, Gas, and Geothermal Resources (DOGGR) field boundary, < 300' from an oil/gas seep, or < 1000' from a landfill? *Methane Work Plan. (PR170)*
 - ☐ ☒ Installation/modification/repair of underground piping, backflow preventers, or fire department connections serving private fire hydrant/sprinkler/standpipe systems? *Underground Plan. (PR470, PR475)*
 - ☐ ☒ Drinking/dining/recreation/meetings/training/religious functions or other gatherings in a room > 750 sq.ft. (> 1,000 sq.ft. for training/adult education) or > 49 people? Healthcare/outpatient services for > 5 people who may be unable to immediately evacuate without assistance? Education for children (*academic tutoring for ages 5+ is exempt unless classified as an E occupancy by the Building Official*)? Adult/child daycare? 24-hour care/supervision? Incarceration or restraint? Hotel/apartment or residential facility with 3+ units and 3+ stories (*3-story townhouses/rowhouses where an independent direct exit to grade is provided for dwelling are exempt*)? Congregate housing/dormitories with 17+ people? High-rise structure (55+ feet to highest occupied floor level)? *Architectural Plan (PR200-PR285)*
 - ☐ ☒ Installation/modification of locks delaying or preventing occupants from leaving a space or requiring use of a card, button, or similar action to open a door in the direction of exit travel? *Architectural, Sprinkler, and/or Alarm Plan depending on the occupancy and type of device installed (PR200-PR280, PR420-PR425, PR500-PR520)*
 - ☐ ☒ Installation/modification/use of spray booths; dust collection; dry cleaning; industrial ovens/drying equipment; industrial/commercial refrigeration systems; compressed gasses; tanks for cryogenic or flammable/combustible liquids; vapor recovery; smoke control; battery back-up/charging systems (> 60 gal. electrolyte, > 1,000 lb. lithium ion); welding/brazing/soldering, open flame torches, cutting/grinding; or other similar operations? *Special Equipment Plan (PR315, PR340-PR382)*
 - ☐ ☒ Storage/use/research with flammable/combustible liquids or other chemicals? Motor vehicle/aircraft maintenance/repair? Cabinetry/woodworking/finishing facility? *Chem Class & floor plan (full architectural plan if H occupancy); Special Equipment Plans may be necessary. (PR315-PR360, PR232-PR240)*
 - ☐ ☒ Storage or merchandizing areas in excess of 500 sq. ft. where items are located higher than 12' (6' for high-hazard commodities, plastic, rubber, foam, etc.)? *High-piled Storage Plan (PR330)*
 - ☐ ☒ Cooking under a Type I commercial hood; installation or modification of a fire extinguishing system located in a commercial cooking hood? *Hood & Duct Extinguishing System, not just the hood mechanical plan. (PR335)*

Initial each of the following two items indicating that you have read and understand the statement:

- A.B.** *Sprinklers/Alarms: Consult Building/Fire Codes and ordinances to determine sprinkler/alarm requirements; if a system is required, plans shall be submitted for OCFA review. Existing buildings undergoing remodel must be evaluated by a licensed contractor to determine if modification is needed; if so, contractor shall submit plans prior to making modifications.
Initials
- A.B.** Fire Hazard Severity Zone: Consult maps available at building department or on OCFA website to determine if your site is located in a FHSZ. Buildings in a FHSZ may be subject to special construction requirements detailed in CBC Chapter 7A or CRC R327—the building department will determine specific requirements.
Initials

I certify under penalty of perjury under the laws of the State of California that the above is true:

Print Name	SIMON NAKHOUL	Signature	
Phone Number	(714) 743-4593	Date	03 / 31 / 2020

Building Department: If you have verified that all of the questions have been answered accurately as "NO", and the project does not otherwise require OCFA review of sprinkler or alarm plans*, then you may accept this signed form as a written release that OCFA review is not required. Should you still require that the applicant have plans approved by OCFA, please initial here _____ or attach an OCFA referral form and have the applicant submit the form along with the appropriate plans and fees for OCFA review.

10-03-14 EE



I-405 Improvement Design-Build Project

3100 West Lake Center Drive Second Floor, Santa Ana, CA 92704

OC 40 5 Partners JV is an Affirmative Action/Equal Opportunity Employer

www.oc405partners.com

Phone | (858) 251-2200 Fax | (612)-241-0889

CL#:1021106

Alice Tieu
Assistant Planner, Planning Division
City of Westminster
4800 W. 92nd Ave.,
Westminster, CO 80031

March 31st, 2020

Contract No: C-5-3843 | I-405 Improvement Design-Build Project

RE: OC405 TUP Application

To whom it may concern,

OC405 Partners, a joint venture ("OC405") is requesting from City of Westminster ("the City"), access to the parcel, under APN 142-311-34 ("the Site"), referenced in our TUP submitted on January.

As part of our application process, the following letter, along with the attached OCFA checklist, we are providing the following supporting information:

- 1) What type of materials will you be storing at the construction yard? How large are those pieces? How high will the materials stack up or be?**

OC405 Partners will not store materials on this yard.

- 2) The yard across the street contains many different kinds of construction materials that is currently visible from the street. They have large cylinder metal pieces stacked up real high. Will this site contain similar material or is it strictly used for another type of material?**

Personal vehicles from the yard across the street will be parked on this empty lot. This will in turn allow for reduced height of material storage on the yard across the street (reduced visual impact), increased worker safety, and reduced on-street parking.

On the Site in question, OC405 Partners plans to install 6' tall fencing 'privacy screen' along the Site perimeter in order to mitigate the visual impact of the Site to the general public in the vicinity.

- 3) Will vehicles be parked on-site? What kind of vehicles will enter the site?**

Only personal vehicles related to the yard across the street will parked on this site (Sedans/Pickup Trucks). No construction equipment will be parked or stored at this site.

- 4) How often will the site be accessed? What kind of activities will occur on the premise?**

These vehicles will enter the yard upon the individual's arrival in the morning and exit upon their departure in the afternoon. No access will be allowed outside of daytime business hours.

- 5) What type of noise might be generated?**

No additional noise outside that of current regular daytime traffic is expected at this site.



I-405 Improvement Design-Build Project

3100 West Lake Center Drive Second Floor, Santa Ana, CA 92704

Phone | (858) 251-2200 Fax | (612)-241-0889

OC 40 5 Partners JV is an Affirmative Action/Equal Opportunity Employer

www.oc405partners.com

CL#:1021106

All noise levels will comply with Section 14-8.02, Noise Control, of Caltrans standard specifications and in compliance with CALTRANS Traffic Noise Protocol for park and residential areas.

No further noise impacts are anticipated; abatement measures that would minimize or eliminate adverse noise impacts on the community will be implemented upon evaluation.

6) What kind of NPDES issues may the site generate and how will it be addressed?

OC405 Partners does not anticipate stormwater discharge pollution (NPDES) issues generated from this TUP's activities. However, OC405 Partners implements Best Management Practices (BMP) for pollution prevention, including, but not limited to:

- Erosion and Sediment Control:
 - Street Sweeping
 - Drain Inlet Protection
 - Temporary Fiber Rolls
- Tracking Control
 - Street Sweeping
 - Temporary Construction Entrance (gravel base, filter fabric, and track-out plate)
- Perimeter Control
 - Silt fence, fiber roll, or gravel bag berm, depending upon field conditions.
- Dust Control
 - Twice per day ground watering (spraying/misting) at a minimum.
- Site Inspection, maintenance, and recordkeeping

7) Please describe the uses relationship with the facility across the street.

See answer to question #2.

8) Site indicates that there will be 30 people. Can you clarify?

The number of people on the TUP application is an estimate based on current and projected number of personal vehicles parked at the yard across the street.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED OC 405 Partners, a Joint Venture 3100 Lake Center Drive Suite 200, Santa Ana, CA 92704 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Ironshore Specialty Insurance Company	25445
	INSURER B: Westchester Fire Insurance Company	10030
	INSURER C: Liberty Mutual Fire Ins Co	23035
INSURER D: Indian Harbor Insurance Company	36940	
INSURER E: Liberty Insurance Corporation	42404	
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570082987306 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2661067035057	07/10/2017	10/10/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR/Deductible \$500,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-661-067035-040	07/10/2020	07/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible \$250,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
E E E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA766D067035060 WA766D067035070 WA766D067035080	07/10/2020 07/10/2020 07/10/2020	07/10/2023 07/10/2023 07/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

I-405 Improvement Project, OCTA Contract No. C-5-3843 Design-Build
City of Huntington Beach, its officers, elected or appointed officials, employees, agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.
General Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

APPROVED AS TO FORM

By:
MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH**CERTIFICATE HOLDER****CANCELLATION**

City of Huntington Beach 2000 Main Street Huntington Beach CA 92648 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES EXPIRE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Certificate No : 570082987306

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED OC 405 Partners, a Joint Venture
POLICY NUMBER See Certificate Number: 570082987306		
CARRIER See Certificate Number: 570082987306	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

Policy Number TB2-661-067035-057
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Change Endorsement

Named Insured
OC 405 Partners

Endorsement number
005

The following changes are effective as of the effective dates shown below and will terminate with the policy. All other provisions of the policy remain unchanged.

Change Description

Effective Date: 02/06/2018

The following form(s) are added per attached:

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization, Form CG 20 10 04 13

Additional Insured – Owners, Lessees Or Contractors – Completed Operations, Form CG 20 37 04 13

Issued: DAZ 02/14/2018

IC 99 99 07 09

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
"The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers."	"All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
"The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers."	"All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.