

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the **25<sup>th</sup>** day of **September, 2018**, by and between the GARDEN GROVE SANITARY DISTRICT, a California Special District, hereinafter referred to as "District," and **JIG Consultants**, a Corporation, hereinafter referred to as "Consultant." District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

### **RECITALS**

WHEREAS, District has determined that there is a need for On-Call Construction Inspection services for Orangewood Avenue Sewer Improvements project (the "Project");

WHEREAS, District desires to retain Consultant to provide such services; and

WHEREAS, Consultant is qualified by virtue of experience, training, education, and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

### **AGREEMENT**

#### **I. SCOPE OF WORK**

District agrees to retain Consultant, and Consultant agrees to perform the services set forth in the Scope of Services described in Exhibit "A", attached hereto and by reference made a part of this Agreement (hereinafter the "Services"). Consultant agrees that its provision of Services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in Consultant's profession. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

## II. TERM

This Agreement shall be effective as of the date first set forth above. This Agreement shall commence upon the effective date of this Agreement, and shall remain and continue in effect until tasks described herein are completed unless otherwise terminated prior to this date pursuant to the provisions of this Agreement.

## III. FEES

### A. Accounting Records

Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Upon request of District, Consultant shall provide District with all records pertaining to this Agreement.

### B. Total Payment

The Parties agree that Consultant shall bill for the Services provided by Consultant to District on an hourly basis and in accordance with the charges and fee schedule attached as Exhibit "B," except as otherwise set forth herein, provided compensation under this Agreement shall not exceed \$ **83,340.00**.

### C. Monthly Payment

1. District agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment, as set forth in Exhibit "B," attached hereto based upon actual time spent providing the services outlined in this Agreement. Consultant shall submit to District monthly or periodic statements requesting payment. Such requests shall be based upon the amount and value of the Services performed by Consultant under this Agreement and shall be prepared by Consultant and accompanied by such reporting data including a detailed breakdown of all costs incurred and tasks performed during the period covered by the statement, as may be required by District. Invoices shall be submitted on or about the first business day of each month, for Services provided the prior month. District shall use reasonable efforts to make payment to Consultant within forty-five (45) days after the date of the invoice or as soon thereafter as reasonably practicable. If District determines that the approved written Scope of Work under this Agreement or any specified task hereunder is incomplete, the District General Manager, or his or her designee, shall notify Consultant and may withhold the payment amount for the unfinished work accordingly.

2. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the District General Manager.

#### **IV. TERMINATION**

District may terminate this Agreement for its convenience at any time, with or without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon said notice, District shall pay Consultant its allowable costs incurred to date of termination and those allowable costs determined by District to be reasonably necessary to effect such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If District terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Thereafter, Consultant shall have no further claims against District under this Agreement. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to District pursuant to Section III. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to District.

#### **V. DEFAULT OF CONSULTANT**

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default, except as provided for in Section XXI, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate the Agreement immediately upon written notice to Consultant.

B. If the District General Manager, or his/her designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall notify Consultant in writing of such default. Consultant shall have ten (10) days to cure the default by rendering a satisfactory performance. In the event Consultant fails to cure its default within such period of time, District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which District may be entitled at law, in equity or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by District as a result of such default including, but not limited to, procurement costs of the same or similar services defaulted by Consultant under this Agreement.

#### **VI. LEGAL RELATIONSHIP BETWEEN THE PARTIES**

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Consultant a District employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as District officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as

set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at District's offices.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against District, or bind District in any manner.

C. No District benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Consultant as provided for in this Agreement, District shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. District shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents for injury or sickness arising out of performing Services hereunder. If for any reason, any court or governmental agency determines that District has financial obligations, other than pursuant to Section III herein, of any nature related to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify District for all such financial obligations.

## **VII. MODIFICATIONS AND AMENDMENTS TO AGREEMENT**

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

## **VIII. ASSIGNMENTS AND SUBCONTRACTING**

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for District to enter into this Agreement. Consultant may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written approval of District. Except as otherwise expressly provided in the Scope of Services (Exhibit "A"), Consultant shall not contract with any other person or entity to perform the Services required without written approval of District. If Consultant is permitted to subcontract any part of this Agreement by District, Consultant shall be responsible to District for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and District. All persons engaged in the work will be considered employees of Consultant. District will deal directly with and will make all payments to Consultant as provided for in Section III.

## **IX. SUCCESSORS IN INTEREST**

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

## **X. THIRD PARTY BENEFICIARY**

Except as may be specifically provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

## **XI. INSURANCE**

### **A. Insurance Required**

Consultant shall procure and maintain the insurance described herein for the duration of this Agreement, or as otherwise specified herein, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by a reputable insurance company in good standing with the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better. District will require Consultant to substitute any insurer whose rating drops below the levels specified herein. Such substitution shall occur within twenty (20) days of written notice to Consultant by District.

Consultant shall provide to District certificates of insurance in a form acceptable to District indicating the deductible or self-retention amounts and the expiration date of the policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term. The certificates of insurance shall specifically identify this Agreement and shall contain express conditions that District is to be given at least thirty (30) days advance written notice of any material modification in or termination of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by District or City and shall name the Garden Grove Sanitary District, City of Garden Grove, and their officers, officials, employees, agents and volunteers as additional insureds by endorsement to the insurance policies. Except as expressly authorized herein, all insurance shall be on an occurrence basis.

#### **1. Errors and Omissions Insurance**

Consultant shall maintain in full force and effect throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per claim or occurrence, in accordance with the provisions of this Section. If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be

evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall be obtained for the required period to ensure coverage for the prior acts of Consultant during the course of performing the Services under the terms of this Agreement.

2. Workers' Compensation

Consultant shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by state law. Such worker's compensation insurance shall be endorsed to provide for a waiver of subrogation against Garden Grove Sanitary District, City of Garden Grove, their officers, officials, agents, employees, and volunteers.

**B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability:

\$1,000,000 combined single limit for bodily injury and property damage.

3. Employer Liability:

\$1,000,000 per accident for bodily injury or disease.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the District Risk Manager. At the option of the District Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Garden Grove Sanitary District, City of Garden Grove, and their officers,

officials, officers, employees, agents or volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, or Consultant shall otherwise provide an alternative satisfactory to the District Risk Manager.

**D. Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Garden Grove Sanitary District, City of Garden Grove, and their officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of on-going operations performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; and automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Garden Grove Sanitary District, the City of Garden Grove, and their respective officers, officials, employees, agents, or volunteers.

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

3. A waiver of subrogation shall be provided, for all policies, against the Garden Grove Sanitary District, City of Garden Grove, and their officers, officials, employees, agents, and volunteers.

4. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to the Garden Grove Sanitary District, City of Garden Grove, and their respective officers, officials, employees, agents, and volunteers.

5. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

6. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to District.

7. Consultant agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all

responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

**E. Verification of Coverage**

Consultant shall furnish District with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences.

**XII. INDEMNITY**

**A. Indemnification**

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless the Garden Grove Sanitary District and its board members, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the Garden Grove Sanitary District and its board members, officers, directors, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant will defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim may "arise out of, pertain to, or relate to" Indemnified Claims shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness or willful misconduct of Consultant to any extent, then District will reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except District shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs and expenses as were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.



Consultant's liability for indemnification hereunder is in addition to any liability Consultant may have to District for a breach by Consultant of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

### **XIII. COMPLIANCE WITH LAW**

A. Consultant certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, age, marital status, ancestry, or national origin; that Consultant is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The Garden Grove Sanitary District and its board members, officers, employees, and agents shall not be liable at law or in equity for Consultant's failure to comply with such laws and regulations.

### **XIV. LICENSES AND QUALIFICATIONS**

Consultant represents and warrants to District that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to District that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Consultant to perform Services under this Agreement.

## **XV. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

A. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents or subcontractors shall not without written authorization from the District General Manager or unless requested by District's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to any project or property location within District. Response to a subpoena or court order shall not be considered "voluntary" for the purposes of this Section, provided Consultant gives District proper notice of such subpoena or court order. Consultant shall properly notify District of any summons, complaints, subpoenas, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery requests received by Consultant, its officers, employees, agents or subcontractors, related to Services performed pursuant to this Agreement. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding, the cost of which shall be borne by District. Consultant agrees to cooperate fully with District and to provide District with an opportunity to review and respond to discovery requests provided by Consultant, arising out of Services performed pursuant to this Agreement. However, District's right to review any such request or response does not imply or mean District has the right to control, direct, write or rewrite said response.

B. The documents and study materials for this project shall become the property of District upon the termination or completion of the work. Consultant agrees to furnish to District copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by District.

## **XVI. INTERPRETED UNDER LAWS OF THE STATE OF CALIFORNIA**

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and 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, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

## **XVII. ATTORNEYS' FEES**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees,

costs, and necessary disbursements in addition to any other relief to which they may be entitled.

**XVIII. WAIVER**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

**XIX. NOTICES**

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To District: Garden Grove Sanitary District  
13802 Newhope Street  
Garden Grove, CA 92843  
Attention: Project Engineer

To Consultant: JIG Consultants  
4887 E. La Palma Ave., Ste. 708  
Anaheim, CA 92807  
Attention: Joseph Gutierrez

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

**XX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if

any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

**XXI. FORCE MAJEURE**

If either party shall be delayed or prevented from the performance of any service under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

**XXII. TIME IS OF THE ESSENCE**

The Parties agree that time is of the essence of this Agreement with respect to the deadlines set forth herein.

**XXIII. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

**XXIV. PROHIBITED INTERESTS**

Consultant covenants that, for the term of this Agreement, no Board Member, official, officer or employee of District during his/her tenure in office/employment, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant warrants that it has not given or paid and will not give or pay any third party money or other consideration for obtaining this Agreement.

**XXV. SCOPE CHANGES**

In the event of a change in the scope of the proposed project, as requested by District, the Parties hereto shall execute an addendum to this Agreement, setting forth, with particularity, all terms of the new Agreement, including but not limited to any additional Consultant's fees.

**XXVI. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES**

No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

**XXVII. AGREEMENT EXECUTION AUTHORIZATION**

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

**XXVIII. RECITALS**

The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

IN WITNESS WHEREOF, this Agreement has been executed in the name of District, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

“DISTRICT”  
GARDEN GROVE SANITARY DISTRICT

By: \_\_\_\_\_  
Scott C. Stiles  
General Manager

ATTEST:

By: \_\_\_\_\_  
Teresa Pomeroy  
District Secretary

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By: \_\_\_\_\_  
Omar Sandoval  
Garden Grove Sanitary District  
General Counsel

JIG Consultants

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

Joseph Gutierrez  
President

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

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**SCOPE OF SERVICES**



Proposal for On-Call Construction Inspection Services  
**Orangewood Avenue Sewer Improvements Project**  
**GGSD Project No. 7838**







August 27, 2018

**Myung Joon Chun, PE**  
**Associate Engineer**  
**Garden Grove Sanitary District**  
13802 Newhope Street  
Garden Grove, CA 92843

**Subject: Fee Proposal for On Call Construction Inspection Services for  
Orangewood Avenue Sewer Improvements Project – GGSD Project No. 7838**

Dear Myung:

JIG Consultants is pleased to submit our proposal for the On-Call Construction Inspection Services for Orangewood Avenue Sewer Improvements Project. We have assigned a highly qualified Construction Manager to lead our team. Within the last two years, he recently completed Construction Management Services for the following project which are similar in nature to this assignment:

- ▶ Third and Forest Sewer Pipeline Project - City of Laguna Beach
- ▶ South Long Beach Sewer Rehabilitation Project – Long Beach Water Department
- ▶ Cornerstone Church Sewer Extension – Elsinore Valley Municipal Water District

In addition, we have assigned a highly motivated Construction Inspector, Juan Torres, with a strong background in construction and inspection of gravity sewer mains. Mr. Torres formerly owned his own construction company and installed miles of sewer mains for the City of Coalinga.

JIG's team of professionals operate from our main office in the city of Anaheim Hills. As the Construction Manager, Mr. Gutierrez is keen to the needs of construction projects hence is available 24 hours/day, 7 days/week for project related needs. Mr. Torres and all alternates will be readily available to the District throughout the duration of the contract.

We invite you to review our proposal to gain an understanding of our interest in this project and our experience with similar work. This proposal is valid for 90 days from the date shown above.

If you have questions regarding any of our past projects or would like to discuss any part of this proposal, please do not hesitate to contact our office.

Sincerely,

**JIG** CONSULTANTS

  
Joseph Gutierrez, PE, PMP, ENV SP  
President / Construction Manager

*Enc.*

4887 East La Palma Ave, Suite 708  
Anaheim, CA 92807

Office (714) 978.4407  
Fax (714) 908.4654  
[www.jigconsultants.com](http://www.jigconsultants.com)

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### PROJECT UNDERSTANDING

At the request of a high-volume sewage customer (7345 Oranewood Avenue), Garden Grove Sanitary District (District) intends to upsize approximately 850 feet of existing 10-inch VCP sewer to a 15-inch VCP sewer, on Oranewood Avenue to the Western Avenue intersection. The proposed alignment will parallel the existing sewer, approximately 3 feet north of the street centerline. As the proposed sewer nears the intersection, the alignment will veer towards the existing sewer before it discharges into an existing Orange County Sanitation District (OCSD) manhole. The OCSD manhole is located on the southeasterly quadrant of the Oranewood/Western Avenue intersection.

The Oranewood Avenue Sewer Improvements will consist of the following:

- ▶ Installation of 10-inch and 15-inch extra strength VCP sewer pipe
- ▶ Abandonment of approximately 760 feet of existing VCP sewer
- ▶ Removal and disposal of approximately 60 feet of existing VCP sewer
- ▶ Removal of three existing manholes
- ▶ Construction of one 48-inch diameter lined manhole and four 60-inch diameter lined manholes
- ▶ Connection to and modifications to an existing OCSD manhole
- ▶ Reconnection and reconstruction of existing sewer lateral connections
- ▶ Groundwater dewatering (depth to groundwater estimated at 12 feet below ground surface)
- ▶ Maintaining existing sewer flows during construction
- ▶ Reconstruction of a 20-foot segment of existing waterline near the intersection
- ▶ Traffic control
- ▶ Removal and reconstruction of concrete cross gutter
- ▶ Trench pavement restoration and resurfacing
- ▶ Traffic striping, installation of raised pavement markers, and replacement of traffic loops

The Contractor will be required to prepare traffic control plans and obtain encroachment permits from the cities of Garden Grove and Stanton. The Contractor will be required to complete the work within 50 working days, excluding delays caused and authorized by the District.

### PROJECT APPROACH

In preparation of this proposal, the Construction Manager reviewed the contract documents to gain an understanding of the level of effort required of the Contractor. In his review, the Construction Manager identified critical work items that must be carefully planned by the Contractor. These items are presented in this section of the proposal.

#### Groundwater Dewatering

A geotechnical investigations report is included in Appendix D of the specifications. The report was prepared by Smith-Emery Laboratories in March 2018. The basis of the geotechnical investigation is a borehole located at the Oranewood/Western Avenue intersection. The borehole was roughly 20 feet in depth with groundwater encountered 12 feet below ground surface. This represents groundwater at an elevation of 51 feet (msl) at the beginning of summer of 2018.

The proposed 15-inch sewer will be constructed at an elevation of 43 to 45 feet (msl). The proposed construction is anticipated during the winter of 2018. Based on the geotechnical investigations report, groundwater will be encountered mid-depth of the anticipated trench excavation. Construction during the winter months will also aggravate groundwater conditions.

Dewatering requisites are discussed in Article 17 of the Special Provisions. Article 17 refers to Section 7-8.6.4 of the GREENBOOK for dewatering requirements. The aforementioned section of the GREENBOOK requires the Contractor to submit a working drawing detailing its proposed plan and methodology for dewatering, treatment, and disposal of accumulated water.

The Contractor's dewatering submittal must identify his method for lowering groundwater beyond the deepest elevation of the trench. For this project, a water table displacement of at least 10 feet is anticipated. This type of dewatering may require well points the full length of the alignment.

As part of their submittal, the Contractor must relay their experience in performing groundwater dewatering using well points. More often than not, Contractors not specialized in dewatering will propose trash pumps in the trench, with groundwater collected in a stilling basin and discharged into the sewer. This method may not be the best or most efficient way to displace groundwater based on the information provided in the geotechnical investigations report.

## Potholing of Existing Utilities

A potholing report was not found in the specifications. Presumably, utility potholing was not completed during the design. For gravity sewer construction, it is important to verify the horizontal and vertical alignment of the proposed sewer.

In cases where the proposed sewer will be constructed along the same trench as existing, potholing of existing utilities may not be as critical. Pothole information will be used by the Contractor to determine how existing utilities may complicate his excavation work or get in the way of his shoring equipment.

For parallel sewer construction, potholing of existing utilities is mandatory. The vertical alignment of the proposed sewer is set based on its upstream and downstream connections. Any conflicts along the alignment will result in project delays, and in some cases project termination.

Article 8 of the Special Provisions include requirements for utility location prior to excavation. The Contractor is required to physically locate subsurface utilities within five feet of the proposed sewer alignment. The results of the potholing operation will be submitted to the Construction Manager at least 20 working days prior to any trench work. If conflicts are discovered, the Construction Manager will report to the District and provide recommendations on how to proceed.

## Traffic Control and Staging

Orangewood Avenue is narrow with one lane for eastbound and westbound traffic. Orangewood Avenue widens as it nears the intersection allowing for a dedicated left turn lane into northbound Western Avenue.

Western Avenue is a medium to high volume street with two lanes in each direction. The striping includes a painted center median. The intersection is signalized with a dedicated turn arrow for left turns into Orangewood Avenue.

The proposed sewer alignment is three feet north of the Orangewood Avenue street centerline (Station 11+60 to 18+37). The proposed alignment veers towards the existing sewer near the intersection which is six feet south of the street centerline.

The Contractor will use a full lane for his trench excavation plus an additional lane for dump trucks to collect and transport the trench spoils. The sewer alignment will dictate the traffic control conditions during construction.

Multiple stages of construction will be required. A potential staging approach for traffic control, as developed by the Construction Manager, is described as follows:

**Stage 1 (Station 10+00 to 10+55) |** Construction at the Orangewood/Western Avenue intersection will be performed in multiple stages. Northbound and southbound traffic lanes will be closed as needed to maneuvered motorists around the work areas. Throughout construction in Stage 1, a minimum of one lane will be open for both northbound and southbound lanes.

The left turn lanes will remain open until the excavation is at the center of the intersection.

**Stage 2 (Station 10+55 to 11+60)** | For this stage, the Contractor will maintain one lane adjacent to the north curb on Orangewood Avenue. The remaining street will be closed off for his operations.

Westbound traffic will utilize the single open lane.

Eastbound traffic on Orangewood Avenue will be closed and motorists detoured at Monarch Street.

The left turn lane on Orangewood Avenue will be closed.

**Stage 3 (Station 11+60 to 18+37)** | For this stage, the Contractor will maintain one lane adjacent to the south curb on Orangewood Avenue. The remaining street will be closed off for his operations.

Eastbound traffic will utilize the single open lane. The left turn lane on Orangewood Avenue will be closed.

Westbound traffic on Orangewood Avenue will be detoured at the Western Avenue intersection.

## Sewer Bypass

For gravity sewer construction, Contractors typically begin at the downstream end and work their way upstream. This methodology allows the Contractor to transfer the sewage into the new construction as the facilities are constructed. Once the sewage is transferred, the Contractor proceeds with abandonment of the existing sewer mains and manholes.

For this project, the Contractor could utilize a creative method to minimize sewer bypass requirements. One method is as described in order of execution:

1. Construct MH #2 at Station 10+55 over existing 10-inch sewer. Do not break existing pipe and maintain sewer flow through existing sewer.
2. Construct 15-inch sewer from MH #2 to Station 11+60.
3. Construct MH #3 at Station 11+60.
4. Construct 15-inch sewer from MH #3 to Station 13+50.
5. Construct MH #4 at Station 13+50.
6. Construct 15-inch sewer from MH #4 to Station 17+72.
7. Construct MH #5 at Station 17+72.
8. Construct 10-inch sewer from MH #5 to Station 18+37.
9. Construct MH #6 at Station 18+37 over existing 10-inch sewer. Do not break existing pipe and maintain sewer flow through existing sewer.
10. Perform all required field testing for newly installed manholes and sewer mains according to Articles 33 and 35.
11. Break top of VCP sewer pipe inside MH #2.
12. Break top of VCP sewer pipe inside MH #6 and divert flow into newly constructed sewer pipeline. Adjust manhole shelf inside MH #6.
13. Remove existing sewer manholes.
14. Abandon existing 10-inch sewer (sand-cement slurry fill).
15. Install submersible pump inside MH #3. Install temporary bypass line and discharge into existing OCSD manhole.
16. **Start sewer bypass operations.**
17. Remove existing 10-inch sewer and construct new 15-inch sewer from MH #2 to existing OCSD Manhole (Station 10+55 to 10+00).
18. Modify existing OCSD manhole channel.
19. **End sewer bypass operations.**

### SCOPE OF WORK

The District’s Request for Proposal (RFP) includes a comprehensive scope which details construction management and inspection services. The Scope of Work is incorporated herein by reference and will serve as an integral part of this proposal with the following clarifications on duties and responsibilities.

#### Pre-Construction Phase

- ▶ **Review and be knowledgeable of the contract documents and District Standard Plans and Specifications prior to the pre-construction meeting.** | The Construction Manager and Inspector will review the contract documents, District Standard Plans and Specifications and become familiar with the design intent and typical construction methods employed by the District.
- ▶ **Review and be knowledgeable of existing site conditions.** | The Construction Manager and Inspector will visit the project site prior to the Pre-construction meeting and review existing facilities closely.
- ▶ **Attend a pre-construction meeting and provide detailed meeting minutes of the meeting.** | The Construction Manager will draft an agenda for the pre-construction meeting and submit it to the District for review. The agenda will also include any questions or discussions of interest to the Contractor. Unless otherwise required by the District, the Construction Manager will record meeting proceedings and draft meeting minutes to be sent to the District for review and comment, before distributing to all meeting participants.

#### Construction Phase

- ▶ **Serve as the District’s representative and field liaison with the Contractor during the construction of the project.** | The Inspector will serve as the District’s representative on the project. However, the Inspector will not make any commitments on behalf of the District without the District’s concurrence. The role of the Inspector will be of liaison and coordination. The Inspector will observe and report to the District daily.
- ▶ **Provide daily construction inspection services of the work covered in the contract documents and change orders.** | The Inspector will follow the contract documents during the construction phase of this project. The Inspector will not allow any deviations from the contract documents, unless authorized by the District through due process. Should the Contractor want to deviate from the contract documents, such requests must be submitted through RFI’s, submittals, substitution requests, or through other procedures allowed in the contract documents. In all cases, the District will have the final authority. The Inspector will work closely with the Construction Manager and District staff and will fully inform the District staff on the project progress.
- ▶ **Prepare and submit to the District daily inspection reports documenting the Contractor’s workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues and directions given to the contractor.** | Inspection reports will be completed by the Inspector, reviewed by the Construction Manager, and submitted to the District weekly. The Inspector will prepare detailed daily reports in sufficient detail to fully inform the District on the progress of the project. The daily reports will be attached with pictures to give the District staff sufficient information about progress of the project. Items requiring decision by the District will be highlighted and followed up by e-mail and phone calls, after submitting the daily reports.
- ▶ **Maintain a tickets folder.** | The Inspector will prepare a folder to collect all material delivery tickets. The tickets will be labeled to correspond with the Daily Inspection Reports.

- ▶ **Ensure the Contractor is working within the framework of the contract per Construction Contract Documents, City of Garden Grove / District Standard Specification and Plans, Garden Grove Municipal Code and other applicable standards.** | Standard Plans and Specifications, as well as other applicable codes and standards, will be maintained electronically in the project files for use as reference during construction.
- ▶ **Prepare and maintain a photo journal documenting the construction progress.** | The Inspector will take photos before construction begins, during construction, and upon completion of the project. The journal will comply with the following:
  - Kept in a three-ring binder that is clearly labeled on the cover and the spine with project name and number (more than one may be required for manageability)
  - Date stamped color photographs with 4"x6" dimensions
  - Captions for each photo describing orientation and the reason the shot was taken

The Inspector will take detailed digital photos before the project starts. Particular attention will be focused on areas which might change or deteriorate as a consequence of construction work. Examples are surface improvements, pavement, curb and gutter, etc. The Inspector will take many pictures daily to tell the story of what took place each day even to those who are remote from the project. The pictures will be attached with the Daily Reports with captions to explain the items in the pictures. The Inspector will also take pictures after the project completion. A few pictures will be attached to the Daily Report.

- ▶ **Confirm in writing that work being inspected conforms to the contract requirements and promptly report unacceptable work to the District and Contractor.** | Work not conforming to the contract documents will be reflected in a Notice of Non-Compliance and saved in the contract files. However, the Contractor will be notified verbally should an item of non-compliance occur. Such verbal references will be reflected in the Daily Reports. Additionally, the Construction Manager will discuss such items with District staff and suggest actions to handle or rectify the situation.
- ▶ **Monitor project work and adjacent areas for unsafe conditions and promptly report it to the District and the Contractor for resolution.** | Safety, both of the public and of the workers, is of paramount importance in the implementation of this project. In general, the Inspector will bring to the attention of the Contractor any unsafe conditions and report it to the District. Due to the importance of safety issues, e-mail will be the mode of communication for good documentation and tracking. If the safety issue is serious enough that it could threaten life and health, the Inspector will ask the District its permission to stop that particular operation until the unsafe condition is mitigated. In all conditions, the Inspector will work in close coordination with the Contractor and the District until the unsafe condition is mitigated.
- ▶ **Enforce all of the provisions of the Storm Water Pollution Prevention Plan.** | The Inspector will inquire with District staff regarding the SWPPP and follow-up with the Contractor to ensure that SWPPP issues are mitigated and SWPPP reports are turned in regularly. Since the project is less than one acre, a SWPPP is not required. Nonetheless, the Inspector will ensure Best Management Practices are followed by the Contractor.
- ▶ **Perform all duties in a manner that promotes the cost-effective execution and progress of the work.** | The Construction Manager is experienced in minimizing potential change orders and helping with managing project costs. Conditions that could be conducive to extra costs will be identified in advance, as well as means found to mitigate those conditions. The Construction Manager will discharge his duties in a timely manner to avoid delays in the project and, thus, eliminate potentials for costs caused by such delays. Where changes might become necessary during the project, the Construction Manager will provide recommendations to District staff in selecting the least costly options for bringing about those changes.

- ▶ **Approve materials and workmanship that meet the contract requirements, notwithstanding the purview and authority of the Project Engineer, other authorized representative or regulatory authorities having jurisdiction.** | The Inspector will see to it that the Contractor constructs the project in accordance with the contract documents. The Inspector will not approve any materials or workmanship that deviate from the contract documents. If such changes become necessary during the project, the Inspector will bring those changes to the attention of the Construction Manager and the District to resolve with the Project Engineer. Changes from the contract document must be backed up by RFIs and submittals, or other written documentation allowed in the contract documents. In summary, the job of the Inspector is to observe and report to the District. The Inspector will then work with the District and its Project Engineers to resolve the issues that need to be addressed.
- ▶ **Coordinate compaction and materials testing using District's geotechnical consultant. Establish compaction location records to verify compaction coverage.** | The Inspector will coordinate with the District's geotechnical consultant for compaction testing and backfill material inspections. The Contractor will provide sufficient advance notice to schedule the geotechnical consultant. This topic will need to be discussed in the pre-construction meeting and appropriate protocols will need to be established based on the contract documents.
- ▶ **Coordinate survey requests using District's survey consultant.** | The Inspector will coordinate with the District's survey consultant for Contractor's request for survey. The Contractor will provide sufficient advance notice to schedule the survey consultant.
- ▶ **Verify and sign Contractor's daily extra work report documenting force account (time and materials) work.** | The Inspector will first make sure the force account work is authorized by the District before this work is done. The Inspector will verify that the hours expended by the Contractor are documented daily. The Inspector will take pictures of the laborers and the equipment used on such force account work at various times of the day. These pictures will provide additional documentation regarding the number of laborers working on the force account. Daily review of the tickets will be strictly for the laborers and equipment. The Contractor will submit the complete documentation at a later date showing material quantities, prices, equipment hours and applicable rate, and other data for the Inspector and Construction Manager to review and forward to the District to process as an extra work item.
- ▶ **Review and assist with contract change order negotiation with Contractor in cooperation and consultation with the District.** | The Construction Manager will review and discuss with the Contractor any change orders. The Construction Manager will keep the District fully informed throughout the review process. The Construction Manager will forward the Contractor's final change order submittal to the District with his recommendation. The Construction Manager (or Inspector) will not be allowed to approve change orders. Change orders will be valid only when reviewed and approved by the District.
- ▶ **Review Contractor's payment requests and verify quantities of completed work for progress payments to the Contractor followed by recommendations to the District's Project Engineer.** | The Inspector will review the Contractor's progress payment requests and verify the quantities of work completed in the course of a month. The progress payment must have a set cut-off date to be valid. The cut-off date will need to be established at the pre-construction meeting, and in accordance with the contract documents. Any deviations from the cut-off date will need to be backed up with adequate documentation and approved by the District.
- ▶ **Conduct weekly construction progress meetings.** | The Construction Manager will conduct weekly construction progress meetings. The Inspector will attend the meeting as well as District representatives. The Construction Manager will work with the District and Contractor to resolve issues, even between the regular meetings.
- ▶ **Issue written instructions to the Contractor regarding routine matters, follow-up of verbal instructions and as directed by the District's Project Engineer.** | All communications and instructions to the Contractor will be in writing via emails. Verbal discussions will be



followed-up in writing through an email. The designated District staff will be copied on all written communications to and from the Contractor. On those written communications that might have contractual impact, the Construction Manager will send a draft of what he intends to write to the Contractor and provide the District staff the opportunity to reflect in the email issues of interest to District staff.

- ▶ **Prepare project correspondence log organized in chronological order with the following headings:**
  - **Section 1 – Correspondence with the Contractor**
  - **Section 2 – General Correspondence**
  - **Section 3 – Inspection Reports**
  - **Section 4 – Material Information/Survey**
  - **Section 5 – Weekly Statement of Working Days**
  - **Section 6 – Financial Information**

The correspondence log will be organized in a Project Binder and will be maintained by the Construction Manager. The District will have access to the Project Binder at any time during the construction. The Project Binder will be turned it to the District at the end of the project.

- ▶ **Prepare weekly statement of working days documenting the construction progress, time of completion, delays and time extensions, and submit to the Contractor and the District on a weekly basis.** | The Construction Manager will prepare Weekly Statements of Working Days and will submit to the District no later than each Monday morning for the previous week.
- ▶ **Effectively and expeditiously communicate with District staff, Design Consultants and Contractor to identify conflicts, construction problems, coordination issues and to obtain needed action and response to submittals and RFIs.** | The Construction Manager will monitor and document all daily communication with all parties involved in the project through e-mail. Verbal communication will be backed up with e-mails for documentation purposes. E-mails may have as attachments diagrams, maps, tables, copies of submittal and RFIs. The project will be handled in such a manner that information can be traced even after a long lapse of time.
- ▶ **Review the construction progress schedules and provide assessment of the progress to the District with recommendations to maintain or improve adherence to the approved project schedule.** | The Construction Manager will review the Contractor's master schedule and provide input and suggestion to the District. The Construction Manager will also review updates to the Contractor's schedule and identify areas where slippage is occurring. He will discuss with the Contractor ways in which the Contractor proposes to maintain the project progress. The Construction Manager will make recommendations to the District staff regarding improvements to the schedule. Progress meetings will be a good venue to discuss schedule issues in the presence of all parties, including the Contractor.
- ▶ **Conduct pre-final inspection and prepare a written punch list documenting incomplete or corrective work.** | The Construction Manager will conduct a pre-final inspection after receiving a written request from the Contractor to that effect. The Construction Manager will prepare a preliminary punch list of items that need to be corrected or completed. The Construction Manager will repeat this step, if necessary, until such time the Construction Manager is satisfied the project is ready for a final inspection with District staff. The District staff will be notified of the pre-final inspection, in case they wish to participate and see the progress of the project at the pre-final stage.
- ▶ **Conduct final inspection to verify all items on the punch list have been completed or corrected and make recommendation to the District concerning acceptance of the project.** | The Construction Manager will conduct a final inspection after the Contractor has addressed all items on the pre-final punch list. The final inspection will be coordinated with District staff. The District Project Engineer can invite others who might be interested in the final

inspections. Once all items on the punch list are corrected to the satisfaction of the District, the Construction Manager will make a recommendation for project acceptance.

- ▶ **Verify Contractor's progress on as-built plan preparation on a monthly basis. Verify that the as-built plans submitted by the Contractor are accurate.** | The Inspector will maintain a marked-up set of drawings reflecting any field changes in the project. The Inspector will periodically update his marked-up drawings to reflect the changes brought about through RFI's, field orders and other procedures allowed in the contract documents. The Inspector will review the Contractor's as-built plans and compare them against his own marked-up drawings and notes to verify the Contractor's as-built plans are up to date and accurately reflect all as-built conditions. The Inspector will do this review and verification throughout the course of the project, and at the end of the project.
- ▶ **Confirm the re-establishment of survey monumentation in keeping with Senate Bill 1563, if required.** | The Inspector will decide in cooperation with the District's survey consultant to determine whether this requirement is pertinent to either projects. If so, the Inspector will follow up with the Contractor to re-establish the survey monuments.

### Post-Construction Phase

- ▶ **Perform project closeout duties including final organization of project files and submit to District for approval.** | The Construction Manager will maintain project files throughout the course of the project. The organization of the files will be discussed with District staff at the beginning of the project. The Construction Manager will submit a list of the files to the District upon project completion. Should the District wish to make adjustments in the organization of the files, the Construction Manager will address those adjustments to the District's satisfaction. The project files will be submitted to the District digitally.

### Scope of Work Exclusions

1. Preparation of record drawings
2. Construction staking
3. Geotechnical and compaction testing
4. Resetting of centerline monuments or filing Corner Records with the County

## Section 3 – Work Hour Estimate / Estimate of Working Days

### WORK HOUR ESTIMATE

Based on the Scope of Work, JIG has prepared a Work Hour Estimate Table showing man-hours for each task, allocated among Project Team members. The Work Hour Estimate Table is presented below.

Tasks	WORK HOUR ESTIMATE			
	Construction Manager	Inspector	Admin	Total
Pre-Construction Phase	8	8	2	18
Construction Phase				
RFP @ 50 Workdays	80	400	30	510
Post-Construction Phase	20	0	4	24
<b>Total (No Contingency)</b>	<b>108</b>	<b>408</b>	<b>36</b>	<b>552</b>
Contingency @ 10 Workdays	16	80	4	100

### ESTIMATE OF WORKING DAYS

This proposal is based on the following estimate for construction working days.

#### Pre-Construction Phase

The first week of the project will be dedicated to the pre-construction phase which includes the pre-construction meeting and getting familiar with the contract documents and existing site conditions.

#### Construction Phase

Construction of the project is estimated at 50 working days. For this proposal, contingency days include 10 additional working days.

#### Post-Construction Phase

The last week of the project will be dedicated to the post-construction phase which represents project close-out. Inspection work is not required during this phase.

### ORGANIZATION CHART

JIG is comprised of highly-motivated, experienced, and qualified professionals in the civil engineering and construction management industry. Our team provides a depth of service with a broad range of expertise and resources which will be focused on the efficient completion of this project.

Presented to the right is the Project Organization Chart depicting the project team and relationships between team members. Our project team is located in our main office in Anaheim Hills.

#### Joseph Gutierrez, PE, PMP – Construction Manager

Mr. Gutierrez has more than 28 years of experience in planning, design and construction of water and wastewater facilities for various municipalities as well as the private sector. He has served as Project Manager and key Project Engineer for the design and construction of pipelines, pumping facilities, storage reservoirs, and sewer facilities in the Southern California region.

Mr. Gutierrez has performed construction observation, construction management, and resident engineering duties on large water and wastewater projects with construction costs up to \$180 million. He is a fully certified Project Management Professional (PMP), knowledgeable in every facet of business and project management per the Project Management Body of Knowledge, advocated by the Project Management Institute (PMI)

#### Omar Abutaleb, PE – Construction Manager (Alternate)

Mr. Abutaleb has over 26 years of experience in a wide variety of engineering and construction projects. His diversity of knowledge and expertise was attained through years of service with both public agencies and private sector companies. While engaged at these agencies or firms, Mr. Abutaleb managed the development of numerous PS&E packages for various transportation projects including streets, water and sewer lines, storm drain lines and their structures, traffic signals, signing and striping, street lighting and traffic handling plans. During his employment with the City of Glendale, he coordinated the improvements for the Glendale Train Station, the Civic Auditorium Parking Structure and the Maryland Avenue Parking Structure. He has extensive project management and construction management experience in the building of large, complex, multi-phase developments having recently successfully completed work for the Kingdom of Saudi Arabia’s new Student Housing, encompassing the construction of 22 four-level concrete apartment buildings (88,000 square meter of Building Area) at the King Abdullah University of Science and Technology (KAUST.)

Mr. Abutaleb has an excellent knowledge of the Standard Specifications for Public Works Construction “The Green Book”, and the Caltrans Standard Plans and Specification making him an indispensable resource on all Capital Improvement Projects. Mr. Abutaleb’s degree of engineering and construction knowledge and experience is exceeded only by his professionalism and communication skills in dealing with people at all levels of responsibility and all ethnic and cultural backgrounds.



## Juan Torres – Construction Inspector

Mr. Torres has more than 27 years of experience as a construction inspector and quality assurance/quality control (QA/QC) monitor for a variety of construction projects to verify conformance with project plans and specifications.

As a QA/QC monitor, Mr. Torres has worked on a variety of public works projects involving mass grading activities, trench backfilling, pipeline and pavement installation, slope stabilization, foundation preparation and installation, oriented-drilling, and field instrumentation for construction and post-construction monitoring. He has also performed both construction supervision and QA/QC functions for several public works, landfills and contaminated material remediation projects including fill control, clay liner and clay caps testing, and concrete and rebar inspection.

## Justin Parker – Construction Inspector (Alternate)

Mr. Parker has more than 20 years of experience in civil engineering with 10 related to the water and wastewater industry. In the last five years, he served as a Construction Inspector and Project Manager for a variety of public works projects involving installation of water and waste water pipelines. He has been responsible for inspection and observation of construction activities, preparing daily construction inspection reports and documentation, verifying compliance with plans and specifications, ensuring testing protocol is satisfactorily conducted, tracking material quantities, maintaining record drawings, conducting final inspections, and generating a final punch list.

## Donald Romine – Construction Inspector (Alternate)

Mr. Romine has over 30 years of experience in the construction inspection of water and wastewater facilities. This experience encompasses pipelines, reservoirs, pump stations, wells, street improvements, and other public works projects. He has been responsible for QA/QC monitoring of construction activities, preparing daily construction inspection reports and documentation, verifying compliance with plans and specifications, ensuring testing protocol is satisfactorily conducted, review of progress payment applications, tracking material quantities, maintaining record drawings, conducting final inspections, and generating a final punch list.

## RESUMES

JIG's project team has the experience and qualifications on assignments similar to those anticipated for District's On-Call Construction Inspection Services for Orangewood Avenue Sewer Improvements Project. Resumes for each key person shown on the organization chart are included on pages 12 to 21.

# Joseph Gutierrez, PE, PMP

## Construction Manager

### REGISTRATION

CA/Professional  
Engineer/Civil/#55604

AZ/Professional  
Engineer/Civil/#37808

### EDUCATION

1991/BS/Civil  
Engineering/University of  
California, Irvine

### CERTIFICATIONS

Institute for Sustainable  
Infrastructure/Envision  
Sustainability Professional

Project Management  
Institute/Project Management  
Professional/#318148

### PROFESSIONAL AFFILIATIONS

Project Management Institute

American Society of Civil  
Engineers

Orange County Water Association

Mr. Gutierrez possesses over 28 years of experience in planning, design and construction of water and wastewater facilities for various municipalities as well as the private sector. He has served as Senior Project Manager and key Project Engineer for the design and construction of pipelines, pumping facilities, storage reservoirs, and sewer facilities in the Southern California region.

He has performed construction observation, construction management, and resident engineering duties on large water and wastewater projects with construction costs up to \$180 million. He is a fully certified Project Management Professional (PMP), knowledgeable in every facet of business and project management per the Project Management Body of Knowledge, advocated by the Project Management Institute (PMI).

### Experience

**CM and Inspection Services for Cornerstone Church Sewer Extension, Elsinore Valley Municipal Water District, Wildomar, CA:** Construction Manager for construction of 1,800 lineal feet of 8-inch sewer pipelines including 8 manholes. The project extended the existing sewer collection system to serve the Cornerstone Church located on Monte Vista Drive in the City of Wildomar.

**CM and Inspection Services for Collier Avenue and Pasadena Street Manhole Rehabilitation and Replacement, Elsinore Valley Municipal Water District, CA:** Construction Manager for rehabilitation of 14 existing manholes in the City of Lake Elsinore. Rehabilitation efforts included removing and replacing the existing cones to meet District Standards, repair of manhole shelves, interior surface preparation, and lining with polyurethane.

**CM and Inspection Services for South Long Beach Sewer Improvement Project, Long Beach Water Department, CA:** Construction Manager/Resident Engineer for rehabilitation of 17,500 lineal feet of sewer pipelines. The work included CCTV inspections, cleaning and lining of 8-inch, 10-inch and 12-inch sewers, point repairs, removing and replacing sections of 8-inch sewer, restoring existing laterals after repair/lining, root removal, installation of “top hat” repairs, and repair of intruding laterals, manhole channels and manhole rehabilitations.

**CM and Inspection Services for Third and Forest Pipeline Project, City of Laguna Beach, CA:** Construction Manager/Resident Engineer for construction of the Third and Forest Pipeline Project located near the City Hall. The project involved abandonment of 1,600 lineal feet of 24-inch trunk sewer, 1,350 lineal feet of 15-inch inverted siphon, and removal of 750 lineal feet of 8-inch sewer. The replacement sewer followed an alignment in front of the City Hall and consisted of 1,280 lineal feet of trunk sewer with an additional 360 lineal feet of 12-inch sewers. Being close to City Hall, construction efforts included minimizing disturbance to public employees, downtown businesses, and tourists during the summer season.

**Plant 137 and Live Oak Road Water Replacement, East Valley Water District, Highland, CA:** Construction Manager for construction of 3,200 lineal feet of 12-inch ductile iron pipe in a residential neighborhood to deliver Plant 137 potable water to Mountain Zone customers as well as future residential development. The new pipeline extended the pressure system boundary and converted five homes from the Little Sycamore Zone to the Mountain Zone system. The existing Little Sycamore Zone pipeline was abandoned in place. Other project components included upgrades to Plant 137, including demolition of two existing steel pressure tanks, removal of abandoned pipelines and valves, demolition of underground vaults and concrete slabs, removal and replacement of an altitude valve assembly, and replacement of existing undersized potable water pipelines in the Canal Zone and the Mountain Zone system.

**CM and Inspection Services for Dryden Street Water Main, Elsinore Valley Municipal Water District, Wildomar, CA:** Construction Manager for construction of 800 lineal feet of 8-inch PVC waterline on Dryden Street in the City of Lake Elsinore. The project included construction of the waterline, connection to the existing system in two locations, construction of fire hydrants, and pavement restoration.

**Project 92 and 93 Sewer Replacement, Garden Grove Sanitary District, Garden Grove, CA:** Project Manager for the preparation of construction plans and specifications for two sewer replacement projects for the Garden Grove Sanitary District.

- ▶ Project 92 replaced 1,478 lineal feet of 8-inch VCP sewer with 12-inch VCP sewer. The proposed sewer replacement began at the intersection of Donegal Drive and Madison Circle, and continued through the residential streets to Bushard Street. From Bushard Street, the alignment proceeded south to the Bolsa Avenue intersection.
- ▶ Project 93 replaced 620 lineal feet of 12-inch VCP sewer with 15-inch VCP sewer. The proposed sewer replacement started at the intersection of Anita Place and Westminster Avenue, and continued west along north side of Westminster Avenue, up to the Euclid Street.

**Brookhurst Street/Parliament Avenue Sewer Improvements, Garden Grove Sanitary District, Garden Grove, CA:** Project Manager for the preparation of construction plans and specifications for approximately 6,500 LF of 12- to 18-inch replacement sewer on Brookhurst Street and Parliament Avenue. The project also included a double barrel inverted siphon which required jacking and boring under the existing Anaheim-Barber City Channel. Coordinated with County of Orange Property Permits for the design of the steel casing and carrier pipe through their right-of-way. Other project components included surveying for preparation of the base map and geotechnical investigations for preparation of the geotechnical report.

# Omar M. Abutaleb, PE

## Construction Manager (Alternate)

### REGISTRATION

CA/Professional  
Engineer/Traffic/#1659

### EDUCATION

1988/Civil Engineering/California  
State University Los Angeles

### AFFILIATIONS

American Society of Civil  
Engineers

Institute of Transportation  
Engineers

Mr. Abutaleb has over 26 years of experience in a wide variety of engineering and construction projects. His diversity of knowledge and expertise was attained through years of service with both public agencies and private sector companies. While engaged at these agencies or firms, Mr. Abutaleb managed the development of numerous PS&E packages for various transportation projects including streets, water and sewer lines, storm drain lines and their structures, traffic signals, signing and striping, street lighting and traffic handling plans. During his employment with the City of Glendale, he coordinated the improvements for the Glendale Train Station, the Civic Auditorium Parking Structure and the Maryland Avenue Parking Structure. He has extensive project management and construction management experience in the building of large, complex, multi-phase developments having recently successfully completed work for the Kingdom of Saudi Arabia's new Student Housing, encompassing the construction of 22 four-level concrete apartment buildings (88,000 square meter of Building Area) at the King Abdullah University of Science and Technology (KAUST.)

Mr. Abutaleb has an excellent knowledge of the Standard Specifications for Public Works Construction "The Green Book", and the Caltrans Standard Plans and Specification making him an indispensable resource on all Capital Improvement Projects. Mr. Abutaleb's degree of engineering and construction knowledge and experience is exceeded only by his professionalism and communication skills in dealing with people at all levels of responsibility and all ethnic and cultural backgrounds.

### Experience

**Resident Engineer / Construction Inspector – North Bay Intake Pump Station, Lake Arrowhead Community Services District, Lake Arrowhead, CA:** Provided full-time construction inspection to observe construction progress, monitored conformance with the construction plans and specifications, provided assistance with design deviations, and acted as the District representative on site. The project included demolition of existing facilities including pump station, vaults, pumps, valves, and electrical equipment; construction of on-shore pump station structure with stone veneer, access hatch with vertical turbine pumps and motors, piping, valves, and surge tank; construction of electrical building extension including conduits, wiring, manual transfer switch, switchgear, VFD's and instrumentation; and construction of in-lake pump station including submersible pumps, check and isolation valves, and electrical conduits. Construction inspector duties included attendance to progress status meetings, ensure conformance to contract documents, construction observation, adherence to OSHA regulations, assistance with public relations, concrete mix inspection and testing, preparation of daily inspection reports, documented through daily photographs.

**Project Manager and Resident Engineer - Orange County Great Park, City of Irvine, CA:** Provided project management and construction management services to the City of Irvine for the development and construction of the City's 1.1 Billion, 1,437-acre Orange County Great Parks project. Responsibilities stretch from project conception/inception



to completion and turnover to the City and include: preparation of the engineering design RFPs for infrastructure, lighting, signal and roadway design; preparation of construction bid packages, bid review and contractor selection; and management of the design and construction contracts, implementation and construction management oversight of the construction work.

**Lead Project Engineer and Resident Engineer - King Abdullah University of Science and Technology, Thuwal, Saudi Arabia:**

Responsibility was in pre-planning review for construction, review of related submittals and coordination of technical queries (TQ or RFI) in accordance with the approved project plans and specification.

Responsible for construction management of the earth work, site civil and all utilities for the project. Responsibilities included the coordination of over 300,000 cubic meters of earthwork, 1,500 meters of reinforced concrete culvert box to the red sea, 400 meters of force main pipe, 2,200 meters of storm drain pipe and associated structures, 5,700 meters of water/fire pipe and 1,700 meters of chilled water pipe. Also included is the coordination of all underground electrical runs with approximately 3,000 meters of telecom duct banks.

**Senior Project Manager - Street and Storm Drain Improvements on Imperial Highway, Yorba Linda Blvd and Lakeview Avenue, City of Yorba Linda, CA:**

Assisted the bidding department with the cost estimate of the project. Served as the main contact with the City of Yorba Linda and their construction management team. The project included SWPPP implementation and reporting, monthly scheduling updates and invoicing, street improvements, demolition and grading, retaining walls, 48-inch RCP storm drain pipe and associated structures, landscaping, street lighting, tree lighting, traffic signal modification, new traffic signal installation, signing and striping, new electrical services from Southern California Edison and various phases of challenging traffic control development and implementation.

**Project Manager and Resident Engineer - Wildwood Canyon Retention Basins, City of Yucaipa, CA:**

Managed the construction of three retention basins at a live creek at the bottom of the mountains in the City of Yucaipa. The project included clearing and grubbing of the creek area and export of 250,000 cubic yard of dirt. The project included massive grading of approximately 500,000 cubic yards to construct the basins. In addition; a spillway channel around the basins was constructed with soil cement banks and various uses of concrete and grouted rip rap. The project also included the construction of culvert box, 72-inch storm drain line, sewer line, water line and various street and parking lot improvements.

**Contract and Construction Manager - Traffic Signal Modifications**

**Downtown Glendale, City of Glendale, CA:** Responsible for the development of the PS&E package and contract administration for traffic signal modifications and interconnect system in the Glendale downtown area along Brand Boulevard, Central Avenue and Glendale Avenue.

Phase I included the modifications of twenty traffic signals and Phase II included modification of thirty-seven traffic signals. Total of 57 traffic signals within downtown Glendale area.

# Juan Torres

## Construction Inspector

### CERTIFICATIONS

40-Hour OSHA Trained, 29 CFR 1910.120 (e)(2)/8 CCR 5192

Radiation Safety and Use of Nuclear Gages.

Training and Certification for Mechanics, 1982

GSI Certified Inspector-Construction QA/QC for Geosynthetics, Compacted Clay and GCL Liner Installation

TRI/GSI Short Course on Construction QA/QC for Geosynthetics, Compacted Clay and GCL Liner Installation

Mr. Torres has more than 27 years of experience as a construction inspector and quality assurance/quality control (QA/QC) monitor for a variety of construction projects to verify conformance with project plans and specifications.

As a QA/QC monitor, Mr. Torres has worked on a variety of public works projects involving mass grading activities, trench backfilling, pipeline and pavement installation, slope stabilization, foundation preparation and installation, oriented-drilling, and field instrumentation for construction and post-construction monitoring. He has also performed both construction supervision and QA/QC functions for several public works, landfills and contaminated material remediation projects including fill control, clay liner and clay caps testing, and concrete and rebar inspection.

### Experience

**CM and Inspection Services for Cornerstone Church Sewer Extension, Elsinore Valley Municipal Water District, Wildomar, CA:** Construction Inspector for construction of 1,800 lineal feet of 8-inch sewer pipelines including 8 manholes. The project extended the existing sewer collection system to serve the Cornerstone Church located on Monte Vista Drive in the City of Wildomar.

**CM and Inspection Services for Third and Forest Sewer Pipeline, City of Laguna Beach, CA:** Construction Inspector for a large diameter sewer relocation project near the City Hall. The project involved abandonment of 1,600 lineal feet of 24-inch trunk sewer, 1,350 lineal feet of 15-inch inverted siphon, and removal of 750 lineal feet of 8-inch sewer. The replacement sewer followed an alignment in front of the City Hall and consisted of 1,280 lineal feet of trunk sewer with an additional 360 lineal feet of 12-inch sewers.

**CM and Inspection Services for South Long Beach Sewer Improvement Project, Long Beach Water Department, CA:** Construction Inspector for rehabilitation of 17,500 lineal feet of sewer pipelines. The work included CCTV inspections, cleaning and lining of 8-inch, 10-inch and 12-inch sewers, point repairs, removing and replacing sections of 8-inch sewer, restoring existing laterals after repair/lining, root removal, installation of “top hat” repairs, and repair of intruding laterals, manhole channels and manhole rehabilitations.

**Recycled Water System Extension Project, Moulton Niguel Water District:** Provided inspection for trench bedding, trench backfill and compaction for the mainline installation, base paving, grind and “tee cap”, and potential geotechnical work for alternative bid items (i.e., remove and replace the existing Canyon Wren Lane geo fabric). The project comprises approximately 7,000 linear feet of 8-inch, 6-inch, and 4-inch recycled water pipeline and 33 recycled water services. The project is located within the public right-of-way of Alicia Parkway, Crown Valley Parkway, Niguel Road, Ridgeway Avenue, Mount Vernon Street, Glenwood Drive, Canyon Wren Lane, Cardinal Avenue, Surfbird Lane, and Skylark Drive.

**Water Pipeline Replacement Project, Yorba Linda Water District, Yorba Linda, CA:** QC Monitor during observations and testing needed to assure proper compaction of subgrade soils and placement and compaction of aggregate base, asphalt concrete in general accordance with the latest version of Greenbook and project's specifications.

**Main Sewer Line Installation for Westwood Apartments, City of Coalinga, CA:** Contractor for installation of main sewer line and manholes for Westwood Apartments including shoring in City of Coalinga.

**Main Sewer Line Installation, City of Coalinga, CA:** Contractor for installation of three city blocks of main sewer line and manholes including shoring in City of Coalinga.

**San Timoteo Landfill, Unit 2, Phase 3 Expansion, Redlands, CA:** Lead QC Monitor for the 4.9-acre Unit 2 composite liner construction project. Responsibilities include grading observation and materials testing during cutting of the landfill slopes and preparation and backfilling of the cell floor, performed inventory of all liner materials (GCL, HDPE, and Geotextile), inspection of all fusion welds, air pressure test, and stitching for geotextile.

**Phase 1C - Lancaster Landfill, Los Angeles County, CA:** Lead QC Monitor for the 10-acre Phase 1C project including testing for earthworks and geosynthetics. Responsibilities included grading observation and materials testing during cutting of the landfill slopes and preparation and backfilling of the cell floor, performed inventory of all liner materials (GCL, single- and double-sided HDPE, and 8-, 12-, and 16-oz/sq.yd Geotextile), inspection of all fusion welds, air pressure test, and stitching for geotextile.

**Camp Roberts Landfill, San Luis Obispo County, CA:** Foreman/Operator for construction of proposed clay liner test pad for a landfill unit expansion from onsite borrow source. Duties included supervision of borrow source excavation and stockpiling, moisture conditioning and testing of moisture content, grade control during fill of test pad and density testing during compaction of test fill.

**Lamb Canyon Landfill, Riverside County, CA:** Lead QC Monitor for the 26-acre Phase 2, Stage 3 expansion including testing for earthworks and geosynthetics. Responsibilities included grading observation and materials testing for approximately 400,000 cu.yd of engineered fill, 25,000 cu.yd of liner, and 5.4-million sq.ft of geosynthetics including HDPE geomembrane, GCL and geotextile.

**PG&E Kettleman Gas Compressor Station, Kettleman City, CA:** Foreman/Operator/QC Inspector during demolition of former evaporation ponds, former pump house, excavation and export of contaminated soils and site regarding. Responsibilities included construction of makeup water storage tank farm and installation of water pipelines, electrical lines and shoring. Inspection of concrete and rebar placement and documentation of QC test results. As QC Inspector during site grading, responsibilities included sampling materials for laboratory maximum density, moisture content and in-situ compaction testing.

# Justin Parker

## Construction Inspector (Alternate)

### EDUCATION

1997/BS/Computer Science  
ITT Technical

### CERTIFICATIONS

Department of Public Health Water  
Distribution Operator, #42035

California State University,  
Sacramento, Water Distribution  
System Operation and  
Maintenance

Certificate of Locating  
Competency, Staking University

Membrane Reactors PDH

Mr. Parker has more than 20 years of experience in civil engineering with 10 related to the water and wastewater industry. In the last five years, he served as a Construction Inspector and Project Manager for a variety of public works projects involving installation of water and waste water pipelines. He has been responsible for inspection and observation of construction activities, preparing daily construction inspection reports and documentation, verifying compliance with plans and specifications, ensuring testing protocol is satisfactorily conducted, tracking material quantities, maintaining record drawings, conducting final inspections, and generating final punch list.

### Experience

**CM and Inspection Services for Cornerstone Church Sewer Extension, Elsinore Valley Municipal Water District, Wildomar, CA:** Construction Inspector for construction of 1,800 lineal feet of 8-inch sewer pipelines including 8 manholes. The project extended the existing sewer collection system to serve the Cornerstone Church located on Monte Vista Drive in the City of Wildomar.

**CM and Inspection Services for Collier Avenue and Pasadena Street Manhole Rehabilitation and Replacement, Elsinore Valley Municipal Water District, CA:** Construction Inspector for rehabilitation of 14 existing manholes in the City of Lake Elsinore. Rehabilitation efforts included removing and replacing the existing cones to meet District Standards, repair of manhole shelves, interior surface preparation, and lining with polyurethane.

**CM and Inspection Services for Dryden Street Water Main, Elsinore Valley Municipal Water District, Wildomar, CA:** Construction Inspector for construction of 800 lineal feet of 8-inch PVC waterline on Dryden Street in the City of Lake Elsinore. The project included construction of the waterline, connection to the existing system in two locations, construction of fire hydrants, and pavement restoration.

**Plant 137 and Live Oak Road Water Replacement, East Valley Water District, Highland, CA:** Construction inspector for construction of 3,200 lineal feet of 12-inch ductile iron pipe in a residential neighborhood to deliver Plant 137 potable water to Mountain Zone customers as well as future residential development. The new pipeline extended the pressure system boundary and converted five homes from the Little Sycamore Zone to the Mountain Zone system. The existing Little Sycamore Zone pipeline was abandoned in place. Other project components included upgrades to Plant 137, including demolition of two existing steel pressure tanks, removal of abandoned pipelines and valves, demolition of underground vaults and concrete slabs, removal and replacement of an altitude valve assembly, and replacement of existing undersized potable water pipelines in the Canal Zone and the Mountain Zone system.

**Plant 40 Pump Station Improvements, East Valley Water District, Highland, CA:** Construction inspector for the Plant 40 improvements which included four 1,000 GPM vertical turbine pumps to maximize getaway capacity from the Intermediate Zone to the Upper Zone. Pump station equipment included motor operated check valves, a surge

anticipator valve, a magnetic flow meter, and miscellaneous electrical and instrumentation improvements.

**Phase I Installation AMI Meters – Project Manager, Various Locations:** Project Manager for installation of 7,000 AMI Meters. Responsibilities included inspecting inventory, construction of data collector units, coordinating with field crews to repair or replace any leaking material, inspect meter installations to make sure it is to company standards. Also, held weekly meetings to give progress on project, as well as to report or resolve any conflicts. Additional duties included quarterly reporting submitted to State of California Water Resource Board.

**Tract 16649 & Tract 17805:** Provided inspection services for the installation of water and waste water pipelines. Installations included manholes, valves, fire hydrants as well as trench backfill and compacting.

**Water Pipeline Replacement Project:** Installation of 100 L.F. of 12” ductile iron pipe. Observed the installation of the water pipeline as well as relocation of fire hydrant and existing water services. Coordinated with local authorities for traffic control and permits.

# Donald Romine

Construction Inspector (Alternate)

## EDUCATION

Confined Space Awareness Course

Trenching and Excavation Training, CAL/OSHA

First Aid and CPR

## CERTIFICATIONS

2008/Construction Safety and Health, US Department of Labor, OSHA

Donald Romine has over 30 years of experience in the construction inspection of water and wastewater facilities. This experience encompasses pipelines, reservoirs, pump stations, wells, street improvements, and other public works projects. He has been responsible for QA/QC monitoring of construction activities, preparing daily construction inspection reports and documentation, verifying compliance with plans and specifications, ensuring testing protocol is satisfactorily conducted, review of progress payment applications, tracking material quantities, maintaining record drawings, conducting final inspections, and generating final punch list.

## Experience

**CM and Inspection Services for Collier Avenue and Pasadena Street Manhole Rehabilitation and Replacement, Elsinore Valley Municipal Water District, CA:** Construction Inspector for rehabilitation of 14 existing manholes in the City of Lake Elsinore. Rehabilitation efforts included removing and replacing the existing cones to meet District Standards, repair of manhole shelves, interior surface preparation, and lining with polyurethane.

**Sludge Lagoon Lining Project – Construction Inspection Services, Victor Valley Wastewater Reclamation Authority, Victorville, CA:** Provided construction inspection services to the Victor Valley Wastewater Reclamation Authority for the construction of a \$1.4 million project that included installation of a new geosynthetic membrane liner system on two existing sludge lagoons, grading, reinforced concrete, and protection of the existing piping and inlet/outlets structures. Mr. Romine’s duties included construction inspection and documentation of the work including preparation of daily reports, photo documentation, and observation of concrete cylinder testing.

**District 4 Phase I Water Main Replacement, City of Pomona, CA:** Provided construction inspection services within this small, ½ square mile, residential community adjacent to downtown Pomona. Mr. Romine was responsible for construction inspection and documentation of this \$1.9 million project which included the installation of approximately 6,306 lineal feet of new 6-inch and 12-inch ductile iron water main line with associated new valves, hydrants, appurtenances and meter services. The project also included the subsequent or simultaneous abandonment and/or removal of the existing cast iron or steel water main line pipe. After replacement of the water line, new street improvements including removal and replacement of related concrete pavement, curb and gutter, sidewalks, driveways, cross gutters and curb ramps were installed. The existing asphalt pavement roadway within the pipeline replacement area was then cold milled and replaced with new HMA and ARHM asphalt concrete.

**District 2 and 3, Phase I Water Main Replacement, City of Pomona, CA:** Provided construction inspection services for a diverse residential and commercial area within downtown Pomona. Mr. Romine was responsible for construction inspection and documentation of this \$3.8 million project which involved removal and installation of 17,000 lineal feet of 4-inch and 8-inch ductile iron water main, repaving of existing

streets with new HMAC & ARHM; and replacement of concrete pavement, curb, gutter, sidewalks, driveways, cross gutters, curb ramps and catch basins.

**Product Pipeline Project, Santa Ana Watershed Project Authority, Riverside County, CA:** Provided construction inspection services for the construction of 48,000 lineal feet of 24-inch and 30-inch diameter cml&c welded steel water line which transports desalted water product from San Bernardino County to the Jurupa Community Services District. Mr. Romine's duties included: verifying quantities and ensuring quality control; providing community relations and monitoring site safety; coordinating survey, material testing, and removal of hazardous materials; conducting weekly progress meetings and preparing minutes; monitoring project schedules; and preparing and processing control documents such as RFI's, submittals, work change directives, progress payments, change orders, daily construction reports, digital photos, and coordination with the Client.

**CFD No. 1 Water Facilities, Jurupa Community Services District, Riverside County, CA:** Served as Senior Construction Inspector for the Jurupa Community Services District on this 47,000 lineal feet of 16-inch to 30-inch diameter waterline project which also included a 300-hp, 6,000 gpm booster station, two 750-hp, 5,400 gpm water wells, and a 6 MG welded steel water storage reservoir. His duties encompassed: administering the contract; inspecting the work; conducting weekly progress meetings; coordinating with various agencies and utility companies; monitoring the schedule; verifying quantities and assuring quality control; maintaining traffic control, site safety, and public relations; processing submittals, weekly statements of working days, change orders, progress payments, and punch lists; and documenting the work via daily reports and digital photography.

**Hamner Avenue Waterline, Trunk Sewer and Wastewater Metering Station, Jurupa Community Services District, Riverside County, CA:** Mr. Romine served as Senior Construction Inspector for Jurupa Community Services District for the construction of 13,000 lineal feet of 16-inch diameter water line as well as 12,000 lineal feet of 8-inch to 21-inch diameter trunk sewer and associated water metering station.

**Wineville Avenue Waterline, Trunk Sewer and Wastewater Metering Station, Jurupa Community Services District, Riverside County, CA:** Mr. Romine served as Senior Construction Inspector for Jurupa Community Services District for the construction of 5,300 lineal feet of 18-inch diameter water line as well as 9,500 lineal feet of 12-inch to 24-inch diameter trunk sewer and associated water metering station.

**Treatment Plant No. 1 Wastewater Equalization Basins Project, Jurupa Community Services District, Riverside County, CA:** Mr. Romine served as Senior Construction Inspector for the construction of 2 concrete lined wastewater equalization basins along with an associated wash-down water system, a 10 mgd submersible lift station, valve vault and associated force main, a ductile iron pipe gravity sewer line, mag meter installation, site paving, and cured in place pipe (CIPP) lining of 3,400 lineal feet of 12-inch diameter sewer line.

## Section 5 – List of Similar Projects

### RELEVANT EXPERIENCE

Provided on the following pages are JIG’s qualifications for services similar to those required for this project. Each project description includes a client reference with whom we encourage the District to contact.

### Construction Management and Inspection Services South Long Beach Sewer Improvement Project

Long Beach Water Department

#### CLIENT REFERENCE

Long Beach Water Department  
Jinny Huang, PE  
Project Manager  
1800 East Wardlow Road  
Long Beach, CA 90807  
(562) 570-2346

JIG provided construction management and inspection services for the South Long Beach Sewer Improvement Project. The construction manager and inspector served as an extension of the Long Beach Water Department inspection staff.



The project included the following:

- ▶ Replacing 200 lineal feet of existing 8-inch sewer;
- ▶ Point repairs of existing 8-inch sewer at ten various locations;
- ▶ Shelf repair on 9 manholes;
- ▶ Rehabilitation of 2 manholes (Sancon Epoxy);
- ▶ Segment lining point repairs of existing 8-inch sewer at 17 various locations;
- ▶ 17,200 lineal feet of cured-in-place pipe lining of existing 8-inch, 10-inch and 12-inch sewers.
- ▶ Reconnection of existing laterals after point repairs and lining work;
- ▶ Construction of “top-hat” lateral repair



Construction management duties included review of shop drawings, responses to requests for information, administer progress status meetings, ensure conformance to contract documents, preparation of field orders, negotiation and processing of change orders, review and processing of progress billing reports.

JIG provided full-time inspection for a 4-month period. Inspector duties included construction observation, adherence to OSHA regulations, assistance with public notifications, concrete mix inspection and testing, preparation of daily inspection reports, and documented through daily photographs.



# Construction Management and Inspection Services Third and Forest Pipeline Project

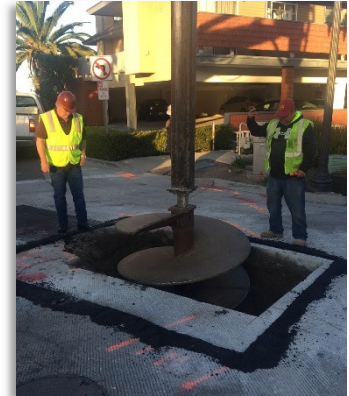
City of Laguna Beach

## CLIENT REFERENCE

City of Laguna Beach  
David Shissler, PE  
Director of Water Quality  
505 Forrest Avenue  
Laguna Beach, CA 92651  
(949) 497-0328

JIG was contracted by the City of Laguna Beach for construction management and inspection duties for this high-profile project, which required replacement of an existing 24-inch trunk sewer with a new 18-inch trunk sewer in front of City Hall (see Page 17 for project information and fact sheet). The project also included jacking and boring of a 24-inch steel casing under the Third Street hill which closed the roadway for a one month period. The Construction Manager was involved with public relations and provided assistance with development of the project website, project hotline, and newspaper project advertisements. The Construction Manager made several presentations to city council for updates on construction progress. The Construction Manager coordinated with the police department, fire department, community services, public works department, City Senior Center, Caltrans, and Laguna Beach County Water District.

Full-time inspection was provided for a 6-month period. The Inspector observed daily construction, approved time and material tickets for extra work, reviewed progress billing summaries, assisted in processing of change orders, prepared redlines for as-built conditions, prepared daily inspection reports, and documented through daily photographs.



# Construction Inspection Services North Bay Intake Pump Station Replacement Project

Lake Arrowhead Community Services District

## CLIENT REFERENCE

Lake Arrowhead Community Services District  
Aida Hercules-Dodaro, PE, PMP  
District Engineer  
27307 State Highway 189  
Blue Jay, CA 92317  
(909) 744-7096

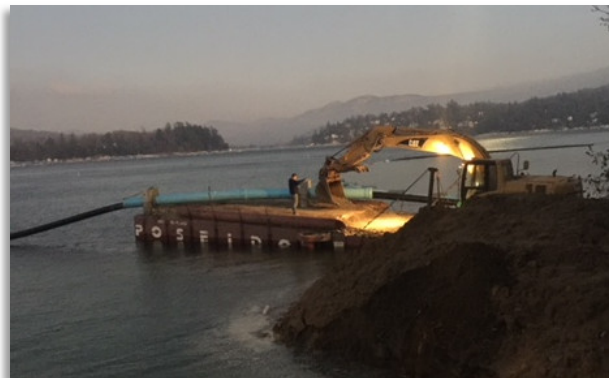
The North Bay Pump Station, which was built in the early 1970s, is the main water supply source taking water from Lake Arrowhead and serving the general community for the Service District. Due to its age, there have been multiple pump failures over the years. This project was for the replacement of the North Bay Intake Pump Station.

JIG provided full-time construction inspection to observe construction progress, monitor conformance with the construction plans and specifications, provide assistance with design deviations, and act as the District

representative on site.

The project included the following items:

- ▶ Demolition of existing facilities including pump station, vaults, pumps, valves, and electrical equipment
- ▶ Construction of on-shore pump station structure with stone veneer, access hatch with vertical turbine pumps and motors, piping, valves, and surge tank.
- ▶ Construction of electrical building extension including conduits, wiring, manual transfer switch, switchgear, VFD's and instrumentation.
- ▶ Construction of in-lake pump station including submersible pumps, check and isolation valves, and electrical conduits.



Construction inspector duties included attendance to progress status meetings, ensure conformance to contract documents, construction observation, adherence to OSHA regulations, assistance with public relations, concrete mix inspection and testing, preparation of daily inspection reports, documented through daily photographs.

# Construction Management Services Plant 137 & Live Oak Road Water Main Replacement

East Valley Water District

## CLIENT REFERENCE

East Valley Water District  
Eliseo Ochoa, PE  
Project Manager  
31111 Greenspot Road  
Highland, CA 92346  
(909) 806-4092

This construction project extended and upsized the Mountain Zone water line on Live Oak Road. The improvements allowed transfer of domestic water services from the Little Sycamore Zone (five homes) into the Mountain Zone,

and new services for a future development north of Arroyo Vista Drive. Construction was completed in three phases.



**Phase A** | Construction of 2,024 lineal feet of 8-inch and 12-inch pipe from the Mountain Zone point of connection at Live Oak Road, continuing along Terrace Drive, Oranewood Road, up to the Arroyo Vista Drive cul-de-sac. Services for the five residences in the Little Sycamore Zone were transferred into the new Mountain Zone extension. The existing 4-inch steel/6-inch ductile iron pipe that previously served the Little Sycamore Zone was abandoned. Service meters to the five residences were retrofitted with pressure regulators. Pipe trenching was especially difficult as it required breaking of boulders found in the excavation. The total quantity of boulders jack-hammered, removed from the trench, stockpiled, and disposed was approximately 110 tons.



**Phase B** | Miscellaneous piping and appurtenances in Plant 137 were retrofitted. Equipment not connected to the system which include piping, tanks and valves were removed. Any salvageable equipment was reused at other plants. Existing above ground piping and valves that showed signs of corrosion were replaced.

**Phase C** | Two 12-inch pipelines were constructed to replace the existing 6-inch and 8-inch steel pipelines in the private driveway. Concrete pavement on the private driveway was demolished and reconstructed where disturbed for the pipeline construction.

JIG was contracted by East Valley Water District to serve as Construction Manager to ensure compliance with the contract documents. Construction management duties included review of shop drawings, responses to requests for information, administering progress status meetings, ensure conformance to contract documents, preparation of punch list, and project close-out. Prepared record drawings upon completion of construction.

# Construction Management Services Plant 40 Pump Station Improvements

East Valley Water District

## CLIENT REFERENCE

East Valley Water District  
Eliseo Ochoa, PE  
Project Manager  
31111 Greenspot Road  
Highland, CA 92346  
(909) 806-4092

**Plant 40** | The plant originally consisted of a groundwater production well and two ion exchange treatment units. The District identified Plant 40 as a key facility to convey water from the Intermediate Zone to the Upper Zone. The District elected to construct a new booster station at the site to increase flow transfer between the two zones.

The new station was equipped with four 1,000 gallons per minute vertical turbine pumps (three duty and one standby) with ancillary yard piping and connections to the two pressure zones. The Plant 40 pump station also included a surge anticipator valve, instrumentation for tie-in to SCADA, and a canopy structure to protect the pumps from the elements.

JIG was contracted by East Valley Water District to serve as Construction Manager to ensure compliance with the contract documents. Construction management duties included review of shop drawings, responses to requests for information, administering progress status meetings, ensure conformance to contract documents, and leading the functionality and start-up testing of the facilities. The Construction Manager assisted the District with Contractor change order and field order requests.

Construction Manager provided oversight for testing of instrumentation equipment and reprogramming of pump station logic and controls. Construction Manager provided additional support for troubleshooting operational errors of the pumping station.



# Project 92 and 93 Sewer Improvement Projects

## Garden Grove Sanitary District

### CLIENT REFERENCE

Garden Grove Sanitary District  
Samuel Kim, PE  
Project Engineer  
13802 Newhope Street  
Garden Grove, CA 92840  
(714) 741-5534

JIG contracted with Garden Grove Sanitary District for the preparation of construction plans and specifications for two sewer replacement projects. Both projects required upsizing of capacity deficient sewer mains.

Project 92 was in a residential area while Project 93 was in a busy arterial street. Both projects required extensive utility research and potholing to confirm the viability of the recommended sewer alignments.

**Project 92** replaced 1,478 lineal feet of 8-inch VCP sewer with 12-inch VCP sewer. For this project, a sewer segment was located inside private property, behind commercial buildings and an apartment complex. GGSD was interested in trenchless methods to replace the sewer segment or relocate the segment into the public right-of-way.



For preliminary design, JIG prepared a report which identified different construction methods to address the issue. One alternative was to pipe burst the existing 8-inch VCP sewer while inserting a new 12-inch HDPE sewer. This alternative was eliminated because of the potential damage to adjacent structures due to vibrations from the pipe bursting operations. The second alternative was to install cured-in-place pipe inside the existing 8-inch VCP. This alternative was also eliminated as it would not have increased the capacity of the existing sewer. The third alternative was to relocate the alignment on Bushard Street and tie-in to the existing 33-inch trunk sewer at the Bolsa Avenue intersection.

The proposed sewer replacement began at the intersection of Donegal Drive and Madison Circle, and continued through the residential streets to Bushard Street. From Bushard Street, the alignment proceeded south to the Bolsa Avenue intersection.

**Project 93** replaced 620 lineal feet of 12-inch VCP sewer with 15-inch VCP sewer. The proposed sewer replacement started at the intersection of Anita Place and Westminster Avenue, and continued west along the north side of Westminster Avenue, up to the Euclid Street.



Traffic control plans were prepared for Project 93 on Westminster Avenue, which is a heavily traveled arterial street. The traffic control plans were processed through the cities of Garden Grove and Santa Ana.

### FEE SCHEDULE

Based on the Scope of Work, JIG has prepared a Fee Schedule showing man-hours for each construction phase, allocated among Project Team members. The total shown on the Fee Schedule does not include the 10 additional days for construction contingency.

The Fee Schedule is submitted under separate cover.

### RATE SCHEDULE

The following hourly rates will be used for this project and will remain effective until December 31, 2019.

#### JIG Consultants

Administrative Assistant	\$ 50 / hr.
Construction Inspector	\$ 125 / hr.
Construction Manager	\$ 160 / hr.

#### Reimbursable:

1. Standard computer and technology costs are incorporated into these hourly rates as well as direct labor, overhead, fringe benefits and fee.
2. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus 10%.
3. Mileage at \$0.545 per mile (or current IRS allowable rate) and parking expenses incurred by the Construction Manager are charged at cost.
4. Construction Inspector hourly rates include daily expenses for mileage, gas, housing, and meals.

**EXHIBIT B**

**SCHEDULE OF PAYMENT**

**GARDEN GROVE SANITARY DISTRICT**  
On-Call Construction Inspection Services  
Orangewood Avenue Sewer Improvements Project  
**FEE SCHEDULE**

Description	JIG Consultants			Total Hrs	Subtotal	Direct Costs	Total Fee NTE
	CM	Inspector	Admin				
	\$160	\$125	\$50				
Pre-Construction Phase	8	8	2	18	\$2,380	\$25	\$2,405
Construction Phase							
RFP @ 50 Working Days	80	400	30	510	\$64,300	\$250	\$64,550
Post-Construction Phase	20	0	4	24	\$3,400	\$200	\$3,600
<b>Total Fee</b>	<b>108</b>	<b>408</b>	<b>36</b>	<b>552</b>	<b>\$70,080</b>	<b>\$475</b>	<b>\$70,555</b>
Contingency @ 10 Working Days	16	80	4	100	\$12,760	\$50	\$12,810