

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the \_\_\_ day of \_\_\_\_\_, 20\_, by and between the GARDEN GROVE SANITARY DISTRICT, a California Special District, hereinafter referred to as "District," and Gannett Fleming, Inc., a Delaware 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 Civil Engineering Design Service and Construction Management/Inspection Services for Garden Grove Sanitary District Sewer System Rehabilitation Plan Phase I – Sewer Main Lining and Spot Repair Project No. 3 and 4 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 "A", except as otherwise set forth herein, provided compensation under this Agreement shall not exceed \$ 301,049.00 .

### 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 "A," 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 more than ten (10) days after to the expiration of each policy term for claim-made policies without extended reporting periods, and by the expiration date of the policy term for all other certificates of insurance. The certificates of insurance shall specifically identify this Agreement and shall contain endorsements that express conditions that District is to be given at least thirty (30) days advance written notice of any adverse modification in or cancellation of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by the Garden Grove Sanitary District, City of Garden Grove, and/or their respective board members, officers, officials, employees, and volunteers, but only to the extent of Consultant's additional insured obligation. The insurance shall include the Garden Grove Sanitary District, City of Garden Grove, and their respective board members, officers, officials, employees, 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 One Million Dollars (\$1,000,000.00) per claim or per occurrence and Two Million Dollars (\$2,000,000) aggregate, 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 California 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, and their respective board members, officers, officials, employees, and volunteers.

**B. Minimum Limits of Insurance**

Consultant shall maintain limits of:

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. **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to DISTRICT and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.

2. Automobile Liability:

\$1,000,000 per accident combined single limit. **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to DISTRICT and have an AM

Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.

3. Employer Liability:

\$1,000,000 per accident for bodily injury or disease. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to DISTRICT and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.

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

Any deductibles or self-insured retentions must be declared to and approved by the District General 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 respective board members, officers, officials, employees, and volunteers are to be covered as additional insureds with respect to: liability arising out of activities and work 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 board members, officers, officials, employees, and volunteers.

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

3. 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 board members, officers, officials, employees, and volunteers.

4. 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.

5. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be 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.

6. 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.

If CONSULTANT maintains higher insurance limits than shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT

## **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, the City of Garden Grove, and their respective board members, officers, officials, employees, 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,



the City of Garden Grove, and their board members, officers, directors, officials, or employees.

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, the City of Garden Grove, and their respective 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 are 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: Samuel Kim

To Consultant: Gannett Fleming, Inc.  
570 Rancheros Drive, Suite 200  
San Marcos, CA 92069  
Attention: Mr. Jack Adam

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, employee or board member of the District or the City of Garden Grove 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.

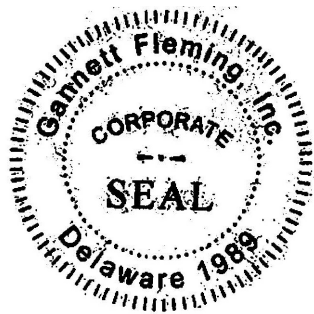
IN WITNESS WHEREOF, this Agreement has been executed in the name of District, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

"DISTRICT"  
GARDEN GROVE SANITARY DISTRICT

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

ATTEST:

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



"CONSULTANT"  
By: Jack Adams

Principal  
By: \_\_\_\_\_  
Chief Financial Officer

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

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

**EXHIBIT A**

**SCOPE OF SERVICES / FEE SCHEDULE**

# Scope of Work

## Scope of Services to be Provided

This section provides the scope of services for the Sewer Main Lining and Spot Repair Project No. 3 and 4, including management, communication with the District, and approach to the technical aspects of the project.

Gannett Fleming will provide engineering services necessary to further evaluate, prepare a Preliminary Design Report (25 percent Design), develop contract documents and submit 60, 90, 99 and 100 percent design submittals, provide assistance during bidding, and provide optional construction management and inspection services for the rehabilitation of 23,000 feet of 8- and 10-inch VCP pipe and approximately eight spot repair locations.

The following scope of work is divided into six tasks as follows:

1. Project Management
2. Preliminary Investigation and Design Tasks
3. Preliminary Engineering
4. Final Engineering
5. Bid Phase Services
6. Optional Construction Services



### Task I: Project Management, Meetings, and Coordination

#### I.1. Project Schedule and Status Report

We will manage this project out of our Irvine office, just 20 minutes away from the District's Yard. Upon receiving the Notice to Proceed (NTP), Gannett Fleming will submit an update of the detailed project schedule included in this proposal to the District. Gannett Fleming will also prepare monthly Project

Status Reports, summarizing key project activities during the period, which we will submit along with the monthly invoices.

#### I.2. Project Meetings

Gannett Fleming is committed to working closely and maintaining an open line of communication with District staff throughout the duration of the Project.

Our most direct way to communicate with you and your staff will be through meetings. Meetings will take place at least once a month. Meetings are scheduled such that they can effectively be used to discuss deliverables and make decisions to stay on schedule.

Gannett Fleming has included one kick-off meeting and five monthly progress meetings in our fee proposal. We have included three deliverable review meetings at the 25, 60, and 90 percent design submittals. We will combine monthly progress meetings with deliverable review meetings or other meetings to reduce overall project cost to the District. Meetings will be held using virtual technology. In addition, we will limit meeting participation to only our Project Manager and any other staff required to meet the intended purpose of that meeting.

- Meeting agendas will be submitted five working days before the meeting. This will allow District staff to be fully aware of the discussion topics and help verify that the people necessary to make decisions can attend.
- Meeting minutes will be prepared within five working days after the meeting. The minutes will include a project decision log and an action item list.

#### I.3. QA/QC

Gannett Fleming is ISO 9001:2015 certified. This standard requires high level management commitment, careful attention to QA/QC in product development, measurement, analysis, and continuous improvement.



Each project delivery phase will be reviewed by the designated project Quality Control Manager (QCM). For this project, Gannett Fleming will conduct an internal concept review prior to the delivery of the Preliminary Design Technical Memorandum and will then perform independent reviews at the 60, 90, 99, and 100 percent deliverables.

### Task I Deliverables:

- › Meeting Agendas (9)
- › Meeting Minutes, including decision and action item logs (9).
- › Monthly Schedule Updates (5).
- › Monthly Progress Reports (5).



## Task II: Preliminary Investigation and Design Research

We will conduct preliminary investigations, such as existing utility research, document review, and site visits under this task.

- › Gannett Fleming will prepare traffic control concepts for review with the City. The contractor will prepare traffic control plans and obtain City Right-of-Way Excavation permit for point repairs and obtain approved traffic control plans for lining operations.
- › We do not anticipate the need for an Air Quality Management District rule 1166 permit for this project and is not included in the scope.

## II.1. Utility Research

Gannett Fleming will research all existing utilities by as-builts records research within a 100-foot radius of the proposed point repair locations.

### Task II.1. Assumptions

- › Assume eight locations for point repairs.
- › No potholing of utilities is anticipated.

### Task II.1. Deliverables:

- › Revised GIS base map with existing utilities at point repair locations.
- › Log of utilities as-builts.

## II.2. Document Review

Gannett Fleming will obtain and review applicable plans, specifications, reports, and existing data provided by District for the project facilities. Review will include existing sewer pipeline as-built plans, CCTV survey, GIS survey, specifications, and related reports and information.

### Task II.2. Assumptions

- › None.

### Task II.2. Deliverables:

- › Log of documents obtained.



## Task III: Preliminary Engineering

### III.1. Develop Draft PDR

Based on Gannett Fleming's review of the CCTV records available from the City, we will confirm the initial scope recommendations and identify the necessary rehabilitation work. Based on this review, we will select the rehabilitation techniques that are most cost-effective and feasible for the repairs. During the document review process, Gannett Fleming will evaluate all sewer service connections and recommend if repairs are required.

Based on the findings from the CCTV and document review, we will prepare a PDR that details the following:

- Evaluate the construction methods, material selection, and confirm the limits of the rehabilitation work
- Use the City of Garden Grove GIS to prepare a Plan Exhibit identifying the proposed lining and spot repair locations
- Preliminary cost estimate
- Identification of construction constraints (i.e. for work in the vicinity of schools)

We will submit a draft PDR to the District for review.

### III.2. Develop Final PDR

Based on District comments, we will update, finalize, and resubmit the draft to the District.

#### Task III Assumptions

- The District will provide GIS base mapping and shape files of the existing sewer lines.
- The District will assist with research of available District plans.
- District will provide sewer CCTV videos (Gannett Fleming will provide a portable drive to the District).

#### Task III Deliverables:

- Draft PDR (Seven hard copies and electronic).
- Final PDR (Seven hard copies and electronic).



## Task IV: Final Engineering

This phase of the project will include development of construction documents for the proposed sewer rehabilitation. The documents will be developed in accordance with the requirements set forth in the RFP, the District's CAD standards, City of Garden Grove Public Work's Department Standard Plans and Specifications, Garden Grove Sanitary District standards, and Street Permit requirements. The development of the specifications will meet the specific needs of the project and will include the technical specifications for the Project components and incorporate the use of the District's front-end contract documents. Each submittal will include plans and specifications. Cost estimates are proposed to be submitted at the 60 percent, 90 percent, and Final (100 percent) Document Submittals.

Our scope and fee estimate are based on a total of 23 sheets as follows:

- Three general sheet including cover, notes, legend and abbreviations, and key map.
- 18 CIPP lining plan sheets based on GIS mapping
- Two Point Repair Sheets

### M.1. Develop 60 Percent Plans/ Specifications and Estimate (PS&E) Submittal

We will complete the development of 60 percent PS&E submittal package under this task. We will incorporate information provided from the District in the form of review comments from the PDR into the

60 percent PS&E. Our team will also provide Standard Technical Specifications with minimal project customization. We will conduct a technical review meeting to discuss comments on the 60 percent PS&E submittal during the District's' review period.

## N2. Develop 90 Percent PS&E Submittal

We will complete the development of a 90 percent PS&E submittal package under this task. We will incorporate information provided from the District in the form of review comments from the 60-percent review into the 90 percent documents. Our team will provide project specific technical specifications, integrated with the District's boiler plate front end documents with this submittal. We will conduct a technical review meeting to discuss District comments on the 90 percent PS&E submittal during the District's' review period.

## N3. Develop 99 Percent Plans and Specifications Submittal

We will complete development of a 99 percent Plans and Specifications submittal package under this task. No updated cost estimate is proposed to be submitted with the 99 percent Plan and Specification Submittal. We will incorporate information provided from the District in the form of review comments from the 90 percent review into the 99 percent documents.

## N4. Develop 100 Percent Plans and Specifications Submittal

We will complete development of a 100 percent Plans and Specifications submittal package under this task. No updated cost estimate is proposed to be submitted with the 100 percent Plan and Specification Submittal. We will incorporate information provided from the District in the form of review comments from the 99 percent review into the 100 percent documents.

## N5. Develop Final Plans and Specifications Submittal

We will complete development of a Final Plans and Specifications submittal package under this task. We

will incorporate information provided from the District in the form of review comments from the 100 percent review into the Final Documents. All drawings will conform to Garden Grove Sanitary District standards and will be signed and stamped by a registered civil engineer in the state of California. Project specifications and estimate with original signature and stamp by a registered civil engineer.

## Task IV Assumptions

- ▮ District will provide GIS base mapping and shape files for use as the basis of the design plans. No topographical survey or base mapping are required for this project. Drawings shall be on 24-inch by 36-inch at 40 scale plan view only. Details shall be 20 scale or less.
- ▮ District will provide AutoCAD Title sheet and design sheet border.
- ▮ District standard drawings and specification will be included by reference and not reproduced in the project drawings and specifications.
- ▮ District will provide front end "Boiler-Plate" documents for use.
- ▮ District will provide a sample set of plans and specifications of a recent sewer project showing acceptable drafting standards and language.
- ▮ Gannett Fleming will prepare traffic control concepts for review with the City for concurrence. It is assumed the Contractor will prepare traffic control plans and obtain City Right-of-Way Excavation permit for point repairs and obtain approved traffic control plans for lining operations.

## Task IV Deliverables:

- 1) Two sets of final plans (prints and mylars with laser print/copy).
- 1) Two copies of the project design notebook will be provided including all pertinent correspondence, calculations, quantity and cost estimates, and will be stamped by a registered engineer.
- 1) Project files delivered on 16-GB Micro SD card or USB memory stick with one complete file of AutoCAD “DWG” Release 2019 or newer format without x-reference drawing file of the project plans, PDF and Jpeg files of the project plans, Microsoft “Word” files of project specifications, and Microsoft Excel file of Engineer’s cost estimate.
- 1) Seven full size progress prints of the 60, 90, 99, and 100 percent progress submittals plus additional copies for outside agencies.
- 1) Digital format shall be AutoCAD “DWG” release 2004 or later without x-reference.



## Task V: Bid Phase Services

Services provided under this task include assisting the District with answering questions that arise during the bidding process. A level of effort of eight hours has been allotted in the fee estimate for answering questions during the bidding period.

## Task V Assumptions

- 1) Bid phase services consist of providing the District with answers to bidder’s questions.
- 1) District will develop and distribute addenda.
- 1) Attendance at pre-bid meeting/bid opening at the District’s request.

## Task V Deliverables:

- 1) Written responses to contractor questions as requested by the District.



## Task VI: Construction Services (Optional Services)

### VI.1. Construction Management

Perform construction management duties estimated for six months duration, including the following:

- Attend preconstruction meeting and prepare meeting minutes.
- Prepare project correspondence log that contains the following categories: Contractor, General, Inspection, Reports, Materials, Survey, Working Days, and Finance.
- Administer the construction contract per Construction Contract documents, District of Garden Grove Standard Specifications and Plans, Garden Grove Municipal Code and other applicable standards.
- Prepare and maintain a 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 – Materials Information/Survey, Section 5 – Weekly Statement of Working Days, Section 6 – Financial Information
- 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 weekly.
- Effectively and expeditiously communicate with District staff, Design Consultants and Contractor to identify conflicts, construction problems, coordination issues and to obtain action and response from the District to submittals (shop drawings) and RFIs.
- Attend weekly construction progress meetings.
- Maintain a document tracking system for submittals, RFIs, field orders, change orders, claims inspection reports, test reports, etc.
- 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.
- Perform project closeout duties including final organization of project files and submit to District for approval.

## VI.2. Construction Inspection

Perform construction inspection duties including the following:

- Serve as the District's representative and field liaison with the Contractor during the construction of the project.
- Provide daily Construction inspection services of the work covered in the contract documents and change orders.
- Review and be knowledgeable of the contract documents and District Standard Plans and Specifications. Attend pre-construction meetings.
- Review and be knowledgeable of existing site and conditions.
- 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 shall be complete and submitted to the District weekly. Disputes or claims shall be brought to the immediate attention of the Project Engineer.
- Maintain a tickets folder.
- Verify that the Contractor is working within the framework of the contract per Construction Contract documents, City/District Standard Plans and Specifications, and the Garden Grove Municipal Code.
- Prepare and maintain a photo journal documenting the construction progress. Photos will be taken before construction begins, during construction, and after completion of the project. The journal shall comply with the following:
  - Kept in a 3-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 printed on 4"x6" dimensions and stored on a minimum 32-GB Micro SD card or USB memory stick
  - Captions for each photo describing orientation and the reason the shot was taken.
- Confirm in writing that work being inspected conforms to the contract requirements and promptly report unacceptable work to the District and Contractor.
- Monitor project work and adjacent areas for unsafe conditions and report it to the District and the Contractor for resolution including traffic control and trench safety.
- Enforce provisions of the Storm Water Pollution Prevention Plan.
- Perform inspection and management duties in a manner that promotes the cost-effective execution and progress of the work.
- 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.
- Provide and coordinate inspection for trades involved in the project contract documents including change order items.
- Coordinate compaction and materials testing using City's/District's geotechnical consultant. Establish compaction location records to verify compaction coverage.
- Coordinate survey requests using District's survey consultant.
- Verify and sign Contractor's daily extra work reports documenting force account (time and materials) work.
- Review and assist with contract change order negotiations with Contractor in cooperation and consultation with the District. Note that the District's Project Engineer will be heavily involved with this task and will make final decisions.
- 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.
- Attend weekly construction progress meetings.
- Issue written instructions to contractor regarding routine matters, follow up of verbal instructions and as directed by the District's project engineer.
- Conduct pre-final inspection and prepare a written punch list documenting incomplete or corrective work.
- Conduct final inspection to verify that all items on the punch list have been completed or corrected and make recommendation to the District concerning acceptance of the project.
- Verify Contractor's progress on as-built plan preparation monthly. Verify that the as-built plans submitted by the Contractor are accurate.
- Confirm the reestablishment of survey monuments in keeping with Senate Bill 1563.

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## Task VI Assumptions

- 1) Submittal and RFI reviews were not included in the District's RFP and are not include in this scope of services. These services can be provided by Gannett Fleming if required by the District.
- 2) Construction management level of effort to fulfill the above scope of services is estimated as a 1/3 full time equivalent for the duration of construction estimated to be six months.
- 3) Construction inspection level of effort to fulfill the above scope of services is estimated as one full time inspector for the duration of actual construction estimated to be four months.

ESTIMATED COST BREAKDOWN OF TOTAL FEE  
CITY OF GARDEN GROVE WATER IMPROVEMENTS  
SEWER SYSTEM LINING AND SPOT REPAIR PROJECT NO. 3 AND 4

TASK NO.	DESCRIPTION	WORK HOURS BY CLASSIFICATION											FEES		
		Joe Strauch \$ 195	Mirko Maher \$ 195	Todd Williams \$ 175	Tiffany Harrison \$ 125	Ken Muntz \$ 125	Drafter \$ 105	Bill Saumier \$ 175	Bruce Bangert \$ 120	Project Coordinator \$ 105	Project Admin \$ 108	TOTAL HOURS	LABOR	MATERIAL (DIRECT COSTS)	TOTAL COST
<b>1. PROJECT MANAGEMENT (Fee is spread among Tasks 2 through 4)</b>															
1.1	Schedule and Status Updates											0	\$ -		\$ -
1.2	Meetings											0	\$ -		\$ -
1.3	QA/QC											0	\$ -		\$ -
	<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2. PRELIMINARY INVESTIGATION AND DESIGN TASKS</b>															
2.1	Utility Research					24						24	\$ 3,000		\$ 3,000
2.2	Document Review	4	16	8	40	16						84	\$ 12,300		\$ 12,300
	<b>SUBTOTAL</b>	<b>4</b>	<b>16</b>	<b>8</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>108</b>	<b>\$ 15,300</b>	<b>\$ -</b>	<b>\$ 15,300</b>
<b>3. PRELIMINARY ENGINEERING (25% DESIGN)</b>															
3.1	Draft PDR											0	\$ -		\$ -
	Methods/Materials/Rehab Limits		4	16	8	8						36	\$ 5,580		\$ 5,580
	GIS Base Plans		4			12	32					48	\$ 5,640		\$ 5,640
	Cost Estimate		4	4		40						48	\$ 6,480		\$ 6,480
	MOT and Community Issues		2			2						4	\$ 640		\$ 640
	Prepare Draft PDR	6	12	8	4	32				4	4	70	\$ 10,262	\$ 500	\$ 10,762
3.2	Final PDR		4			8	8					20	\$ 2,620		\$ 2,620
	<b>SUBTOTAL</b>	<b>6</b>	<b>30</b>	<b>28</b>	<b>12</b>	<b>102</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>226</b>	<b>\$ 31,222</b>	<b>\$ 500</b>	<b>\$ 31,722</b>
<b>4. FINAL ENGINEERING</b>															
4.1	60% Design-PS&E (23 Sheets)	12	18	8		68	100			2	2	210	\$ 26,676	\$ 200	\$ 26,876
4.2	90% Design-PS&E (23 Sheets)	8	20	8		48	108			2	2	196	\$ 24,626	\$ 200	\$ 24,826
4.3	99% Design-Plans/Specs. (23 Sheets)	8	16	8		26	60			2	2	122	\$ 16,056	\$ 200	\$ 16,256
4.4	100% Design-Plans/Specs. (23 Sheets)	4	12	8		20	40			2	2	88	\$ 11,646	\$ 200	\$ 11,846
4.5	Final PS&E (23 Sheets)			10		12	24			2	2	50	\$ 6,396	\$ 200	\$ 6,596
	<b>SUBTOTAL</b>	<b>32</b>	<b>76</b>	<b>32</b>	<b>0</b>	<b>174</b>	<b>332</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>10</b>	<b>666</b>	<b>\$ 85,400</b>	<b>\$ 1,000</b>	<b>\$ 86,400</b>
<b>5. BIDDING ASSISTANCE</b>															
	Bidding Assistance		8			8						16	\$ 2,560		\$ 2,560
	<b>SUBTOTAL (Task 1 through 5)</b>	<b>42</b>	<b>130</b>	<b>68</b>	<b>52</b>	<b>324</b>	<b>372</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>14</b>	<b>1016</b>	<b>\$ 134,482</b>	<b>\$ 1,500</b>	<b>\$ 135,982</b>
	<b>15% Extra Services</b>														<b>\$ 20,397</b>
	<b>Total (Task 1 through 5 with extra services)</b>														<b>\$ 156,379</b>
<b>5. CONSTRUCTION MANAGEMENT (OPTIONAL SERVICES)</b>															
5.1	Construction Manager							280				280	\$ 49,000		\$ 49,000
5.2	Construction Inspector								640			640	\$ 76,800		\$ 76,800
	<b>SUBTOTAL TASK 6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>280</b>	<b>640</b>	<b>0</b>	<b>0</b>	<b>920</b>	<b>\$ 125,800</b>	<b>\$ -</b>	<b>\$ 125,800</b>
	<b>15% Extra Services</b>														<b>\$ 18,870</b>
	<b>Total (Task 6 with extra services)</b>														<b>\$ 144,670</b>
	<b>TOTALS (Task 1 through 6 with extra services)</b>	<b>42</b>	<b>130</b>	<b>68</b>	<b>52</b>	<b>324</b>	<b>372</b>	<b>280</b>	<b>640</b>	<b>14</b>	<b>14</b>	<b>1936</b>	<b>\$ 260,282</b>	<b>\$ 1,500</b>	<b>\$ 301,049</b>