



## AGENDA

Garden Grove Sanitary District  
Board of Directors

Tuesday, August 22, 2017

6:30 PM

Community Meeting Center, 11300  
Stanford Avenue, Garden Grove, CA  
92840

**Kris Beard**

President

**John R. O'Neill**

Vice President

**Phat Bui**

Member

**Steven R. Jones**

Member

**Stephanie**

**Klopfenstein**

Member

**Kim B. Nguyen**

Member

**Thu-Ha Nguyen**

Member

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**Meeting Assistance:** Any person requiring auxiliary aids and services, due to a disability, to address the Sanitary District should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

**Agenda Item Descriptions:** Are intended to give a brief, general description of the item. The Sanitary District may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

**Documents/Writings:** Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Sanitary District Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the Sanitary District meeting agenda; and (3) at the Council Chamber at the time of the meeting.

**Public Comments:** Members of the public desiring to address the Sanitary District are requested to complete a pink speaker card indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications", and should be limited to matters under consideration and/or what the Sanitary District has jurisdiction over. Persons wishing to address the Sanitary District regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

**Manner of Addressing the Sanitary District:** After being called by the President, you may approach the podium, it is requested that you state your name for the record, and proceed to address the Sanitary District. All remarks and questions should be addressed to the Sanitary District as a whole and not to individual Sanitary District Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Sanitary District shall be called to order by the President. If such conduct continues, the President may order the person barred from addressing the Sanitary District any further during that meeting.

**Time Limitation:** Speakers must limit remarks for a total of (5) five minutes. When any group of

persons wishes to address the Sanitary District on the same subject matter, the President may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the Sanitary District's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

***PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.***

## AGENDA

### Open Session

6:30 PM

ROLL CALL: MEMBER BUI, MEMBER JONES, MEMBER KLOPFENSTEIN, MEMBER K. NGUYEN, MEMBER T. NGUYEN, VICE PRESIDENT O'NEILL, PRESIDENT BEARD

1. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

2. CONSENT ITEMS

*(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Sanitary District Member.)*

2.a. Receive and file minutes from the July 25, 2017, meeting. *(Action Item)*

3. PUBLIC HEARINGS

*(Motion to approve will include adoption of each Resolution unless otherwise stated.)*

4. ITEMS FOR CONSIDERATION

4.a. Award a Contract to AKM Consulting Engineers for professional engineering services for the 2017 Sewer System Rehabilitation Plan - Phase I. (Cost: \$549,494) *(Action Item)*

5. MATTERS FROM THE PRESIDENT, BOARD MEMBERS AND GENERAL MANAGER

6. ADJOURNMENT

The next Regular Sanitary District Board Meeting will be held on Tuesday, September 26, 2017, at 5:30 p.m., at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	General Manager	Dept.:	City Clerk
Subject:	Receive and file minutes from the July 25, 2017, meeting. ( <i>Action Item</i> )	Date:	8/22/2017

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Attached are the minutes from the meeting held on July 25, 2017, to be received and filed as submitted or amended.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Minutes	8/15/2017	Backup Material	sd-min_07_25_2017.pdf

MINUTES

GARDEN GROVE SANITARY DISTRICT BOARD OF DIRECTORS

Regular Meeting

Tuesday, July 25, 2017

Community Meeting Center  
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 6:49 p.m., President Beard convened the meeting in the Council Chamber.

ROLL CALL      PRESENT:      (5)      President Beard, Members Jones,  
Klopfenstein, K. Nguyen, T. Nguyen

ABSENT:      (2)      Members Bui, O'Neill

ORAL COMMUNICATIONS

Speakers:    Mona Lisa Aguirre, Maureen Blackmun, Josh McIntosh, Verla Lambert,  
Joe Laricchia, Charles Mitchell

RECESS

At 7:30 p.m., President Beard declared a recess.

RECONVENE

At 7:33 p.m., President Beard reconvened the meeting with Members Jones, Klopfenstein, K. Nguyen, and T. Nguyen present.

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JUNE 27, 2017  
(F: Vault)

It was moved by Member K. Nguyen, seconded by Member Jones that:

The minutes from the meeting held on June 27, 2017, be received and filed.

The motion carried by a 5-0-2 vote as follows:

Ayes:      (5)      Beard, Jones, Klopfenstein, K. Nguyen, T. Nguyen  
Noes:      (0)      None  
Absent:    (2)      Bui, O'Neill

## ADJOURNMENT

At 7:34 p.m., President Beard adjourned the meeting. The next meeting is scheduled for Tuesday, August 22, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC  
Secretary

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: William E. Murray

Dept.: General Manager Dept.: Public Works

Subject: Award a Contract to AKM Consulting Engineers for professional engineering services for the 2017 Sewer System Rehabilitation Plan - Phase I. (Cost: \$549,494) (Action Item) Date: 8/22/2017

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**OBJECTIVE**

To recommend that the Garden Grove Sanitary District (District) Board award a contract to AKM Consulting Engineers for professional engineering services for the Sewer System Rehabilitation Plan - Phase I.

**BACKGROUND**

Phase I of the District's sewer system consists of approximately 300,000 linear feet generally within the central part of the service area. It is recommended by the State of California that the sewer system be evaluated at least every ten years. The last assessment of the Phase I Sewer System was in September 2005. Therefore, a reassessment is now required.

**DISCUSSION**

Staff requested proposals from three (3) firms to provide professional engineering services. A panel of three members rated the submitted proposals on the basis of qualifications without considering cost. Based on evaluation results, AKM Consulting Engineers rated highest in qualifications and its ability to provide professional engineering services for this project. The following is a summary of the ratings with the highest total being the most qualified:

	<b>AKM</b>	<b>Civiltec</b>	<b>JIG</b>
Rater A	164.5	163.0	159.5
Rater B	166.0	161.0	157.5
Rater C	167.0	165.0	161.5
<b>Total</b>	<b>497.5</b>	<b>489.0</b>	<b>478.5</b>

## FINANCIAL IMPACT

The cost of this project is \$549,494 and will be financed with Sewer Funds. There is no impact to the General Fund.

## RECOMMENDATION

It is recommended that the Sanitary District Board:

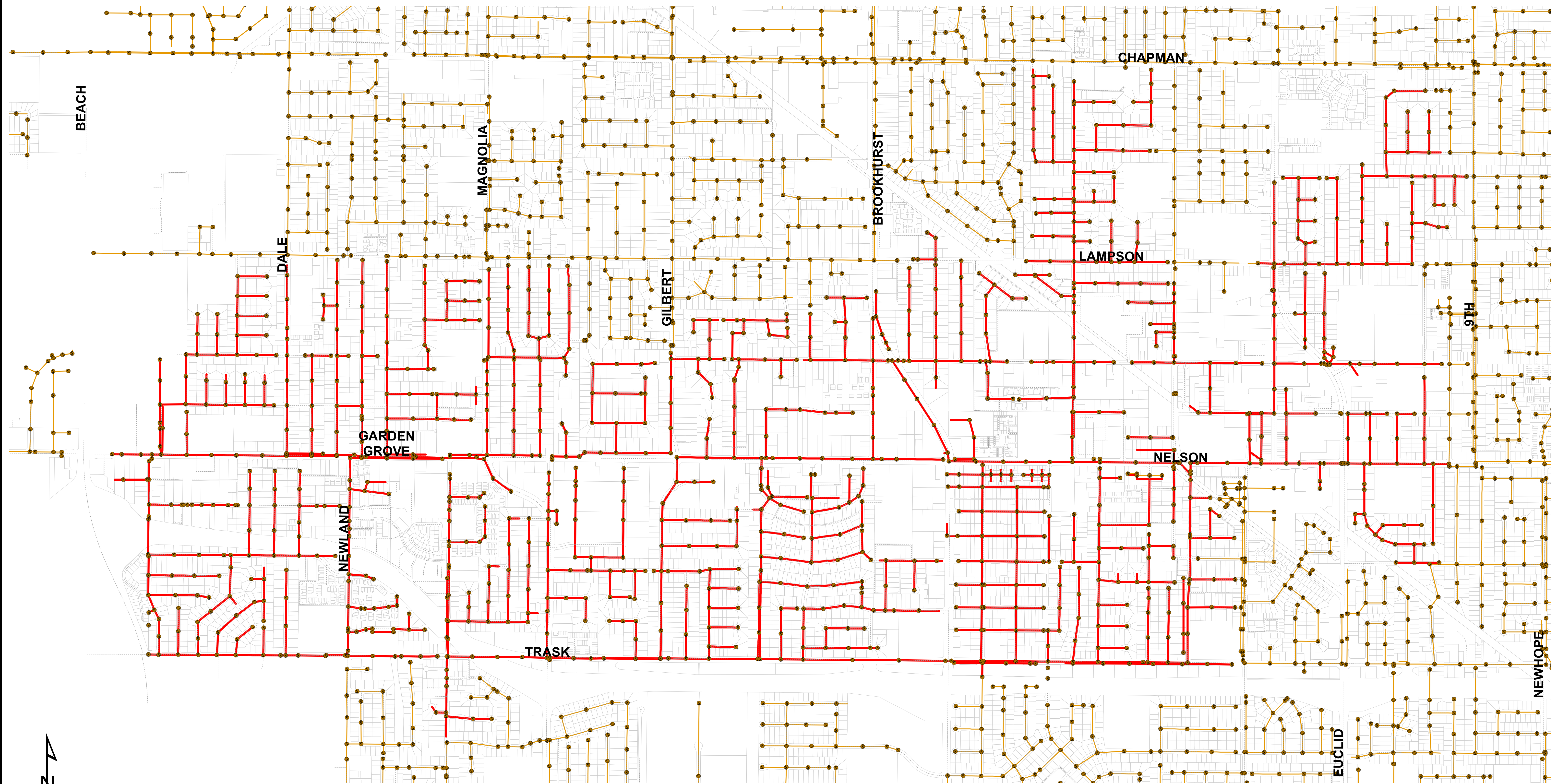
- Award a contract for professional engineering services to AKM Consulting Engineers, in the amount of \$549,494, for the Sewer System Rehabilitation Plan – Phase I; and
- Authorize the General Manager to sign the contract on behalf of the Sanitary District Board.

By: Rebecca Li, Associate Engineer

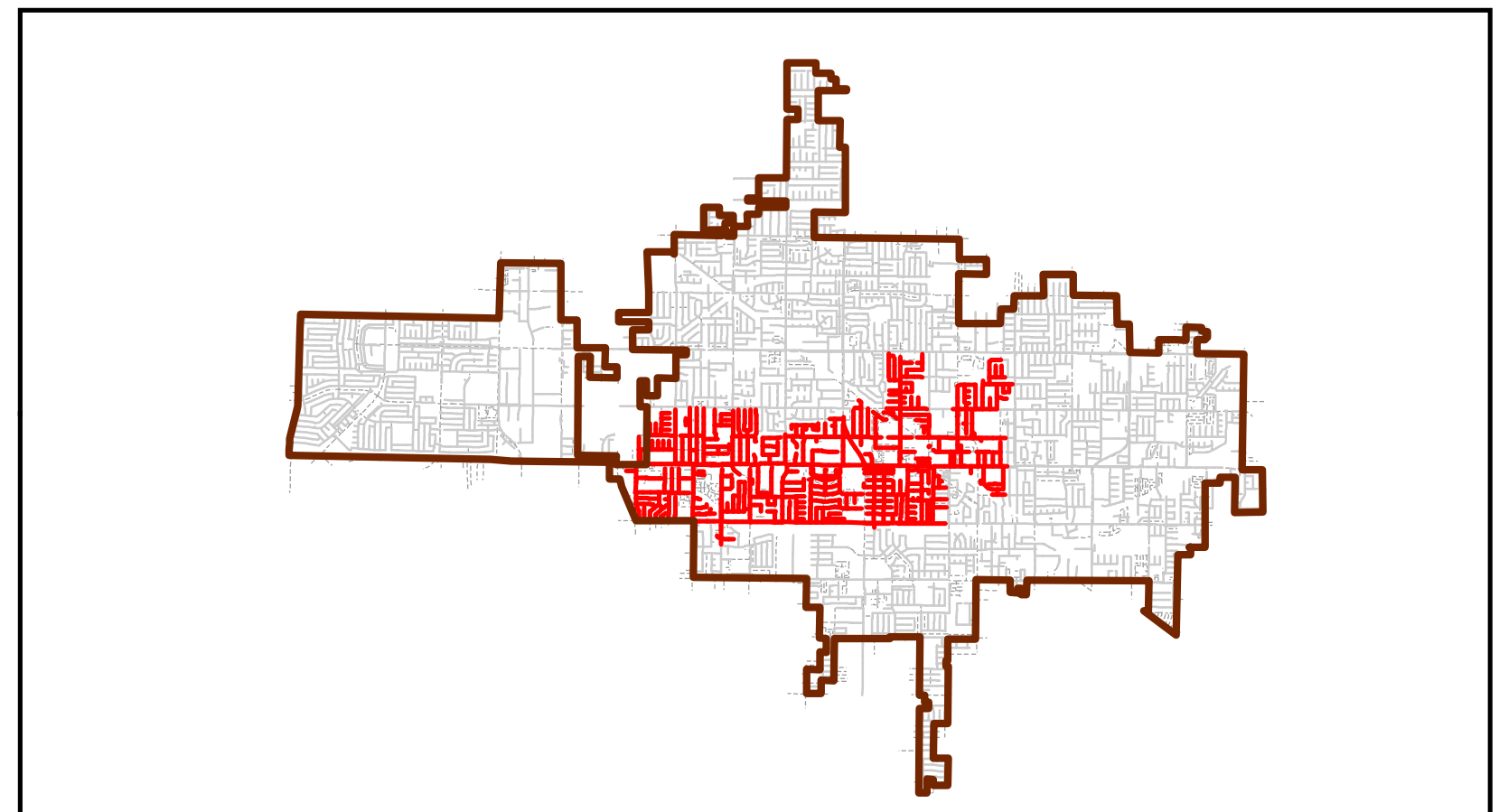
### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Attachment 1 - Location Map	8/7/2017	Cover Memo	Attachment1_2017SewerSystemRehab-PhaseI.pdf
AKM Consultant Professional Agreement	8/8/2017	Presentation	AKM_Consultants_Professional_Service_Agmt.pdf
AKM_SOW&Fee	8/9/2017	Cover Memo	Exhibit_A_-_SOW_Fee.pdf





- Legend**
- Sewer Manhole
  - PhaseI\_pipes
  - GravityMain
  - Parcels



Attachment 1 - Location Map  
 2017 Sewer System Rehabilitation Plan - Phase I



## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 22<sup>nd</sup> day of August, 2017, by and between the GARDEN GROVE SANITARY DISTRICT, a California Special District, hereinafter referred to as "District," and AKM Consulting Engineers, a California 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 engineering services for engineering evaluation and condition assessment of the District's Phase I Sewer System (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 \$549,494.

### **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, reprocurement 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 the Garden Grove Sanitary District, City of Garden Grove, and/or their respective board members, officers, officials, employees, agents, and volunteers. The insurance shall name the Garden Grove Sanitary District, City of Garden Grove, and their respective board members, 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 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, agents and volunteers.

B. Minimum Limits of Insurance

Consultant shall maintain limits not 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. **(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. At the option of the District General 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 respective board members, officers, officials, employees, agents and 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 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, agents 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, agents, and 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 respective board members, officers, officials, employees, agents 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, agents, 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, agents, 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 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.

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 the minimums 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, 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,

the City of Garden Grove, and their 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, 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: AKM Consulting Engineers  
553 Wald  
Irvine, CA 92618  
Attention: Zeke Kayiran, P.E.

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 reminder 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.

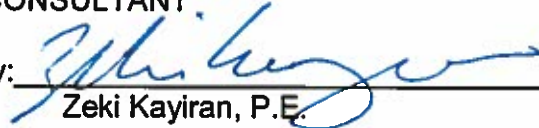
IN WITNESS WHEREOF, this Agreement has been executed in the name of District, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

"DISTRICT"  
GARDEN GROVE SANITARY DISTRICT

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

ATTEST:


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

"CONSULTANT"  
By:  \_\_\_\_\_  
Zeki Kayiran, P.E.  
Principal

If CONTRACTOR 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**



## Section 2 - Scope of Work

This section of the proposal describes the proposed scope of work for the development of the Garden Grove Sanitary District's 2017 Sewer System Rehabilitation Plan.

### Task 1: Project Management

We will submit an initial project schedule with pertinent milestones for the major tasks involved in the project, particularly the Closed Circuit Television (CCTV) inspection work conducted in the field and the development of the Sewer System Rehabilitation Plan. The schedule shall be updated monthly or as required when there are major changes.

Per the RFP, we will complete the CCTV inspection work within a time frame of about 3 months (September 2017 through November 2017). Analysis and development of the Sewer System Rehabilitation Plan will be completed following the completion of the CCTV inspection work and will continue into the first quarter of 2018. Please see attached project schedule in Section 3 of this proposal.

A monthly update of the project schedule and a project status report will be submitted with our monthly invoice for the project.

### Task 2: Meetings

AKM as well as Empire Pipe Cleaning and Equipment, Inc. (Empire) staff will attend a kick-off meeting with Grove Sanitary District (GGSD) staff prior to the start of field work. At this meeting, we will discuss project objectives and the logistics of the field work, such as contact information, traffic control requirements, work hour limitations, and work plan.

We will meet to review the draft report submittal and discuss any comments GGSD staff may have. The comments will be addressed in the final report submittal.

Draft meeting minutes will be sent to GGSD for review via email within five working days after the meeting. Final meeting minutes will be submitted via email in PDF format within two working days following receipt of the final GGSD comments.

### Task 3: Data Collection and Review

We will review all records made available by GGSD staff, including but not limited to the previous Sewer System Rehabilitation Plans.

### Task 4: Preparation of the Condition Assessment

#### Task 4A: CCTV Inspection of 300,000 feet of Sewer

Closed Circuit Television (CCTV) inspections will be conducted of the 300,000 feet of sewer identified by the Garden Grove Sanitary District (GGSD) as shown in Exhibit A of the RFP. The inspections will be performed by Empire Pipe Cleaning and Equipment, Inc. (Empire) utilizing the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) guidelines.

We will obtain GGSD's most current Sewer GIS to use as the base data of this project. The pipe and manhole IDs will be uploaded to Empire's software before any field work is started. This will ensure that the same naming conventions are used for the CCTV recordings and that they will ultimately be compatible with the City's GIS system. We will initially work with the City of Garden Grove Information Technology (IT) staff to obtain the GIS data and clarify what IDs should be utilized.

Empire will provide personnel and equipment to clean approximately 300,000 LF of sewer lines as shown in the map provided as Exhibit A. The sewer system will be cleaned using high velocity water pressure and vacuum to remove the debris from the line. Standard cleaning will be from the downstream manhole toward the upstream manhole, utilizing water flow to bring back the debris to the downstream manhole at which time will be vacuumed. In the event the nozzle cannot make it to the next manhole a reverse setup will be attempted to clean the line. The sewer pipes will be cleaned to ensure that a quality inspection can be completed. Cleaning Crews

will document their findings on a cleaning log. Empire will require access to hydrants for water and manholes shall be accessible. GGSD will be responsible for locating and raising any manholes that are buried. Empire will use the proper cleaning tools based on the types of debris/solids that need to be removed. Traffic Control will be implemented based on the requirements outlined in the MUTCD Guidelines.

The sewer lines will be CCTV inspected in accordance with the NASSCO PACP Standard for CCTV Assessment and scope of work outlined in the RFP. Empire will provide sufficient crews to complete the inspections within the 3 month time frame requested by GGSD in the RFP and is available to start in September 2017. Manholes that are buried, locked, or paved over will be referred to the GGSD for assistance.

#### **Task 4B: Compile and Review Inspection Data**

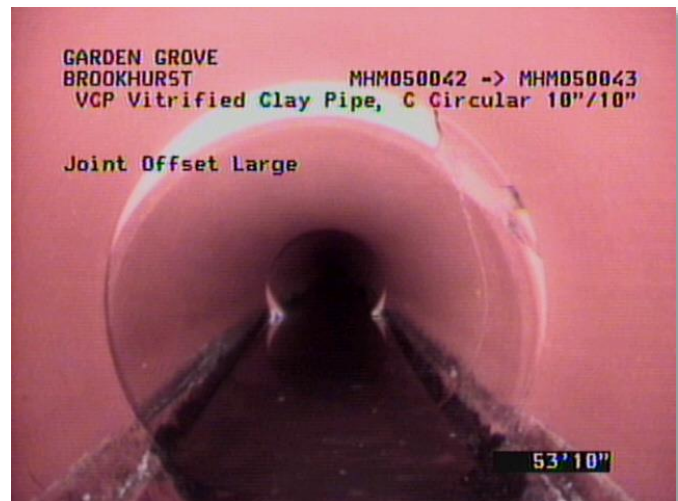
We propose to utilize Innovyze's InfoMaster software program to compile the CCTV inspection data. The InfoMaster program is an ArcGIS-based asset integrity management and capital planning software for water and wastewater networks. It is a powerful tool that assists in characterizing the likelihood and consequence of failure for individual pipes in a network. InfoMaster is a National Association of Sewer Service Companies (NASSCO) certified product.

The inspection data collected for this project will follow the Pipeline Assessment and Certification Program (PACP) standards and can therefore be easily imported into the InfoMaster software, which already identifies with the same coding system that is required by PACP. InfoMaster is a GIS based software and has the capability to incorporate any asset data that is in GGSD's Sewer GIS as well as the CCTV inspection data.

Importing the CCTV inspection data into InfoMaster will allow us to plot the locations of the identified defects graphically on the Sewer GIS. We will also be able to more easily filter through the data to find the locations of the most severe defects or operations and maintenance issues. We will also be able to link the recorded video locations to the map, making it easier and more efficient for us to review them during the course of the project.

We will prepare a database summarizing the findings of CCTV reports and recordings. At a minimum, the database will include the following:

- Inspection Number
- Inspection Location
- Inspection Date
- Manhole Identification Numbers
- Pipe Identification Numbers
- Direction of Camera during Inspection
- Size of Pipe
- Material of Pipe
- Length of Pipe
- Number of Occurrences of Each Structural and Operation and Maintenance Deficiency



The InfoMaster Program will allow us to easily account for the reverse inspections that are recorded. InfoMaster will combine the data for these reaches to create a comprehensive summary table.

#### Task 4C: Analyze Data and Select Reaches for Detailed Review

The CCTV recordings will be prioritized per the database summary. Although each reach is given a condition grade per the PACP standards, we will also base our prioritization on the type and number of defects identified in each recording. The pipes that are believed to be at higher risk of collapse and blockages, and therefore have a greater potential for causing a sanitary sewer overflow will be given the highest priority. For example, a pipe with a severe structural defect such as broken pipe, a hole in the pipe, or a large joint offset might be given a higher priority than a pipe with many other less severe defects such as cracks or fractures.

Based on the prioritized database, we will select representative reaches of the system to review the CCTV recordings in detail to ensure compliance with CCTV standards and procedures and further prioritize the sewers for replacement and/or repair. We do not anticipate that all the CCTV recordings will have to be reviewed in detail. Based on our experience, we expect to review up to 20 percent of the pipe reaches inspected. This amount may increase or decrease following review of the CCTV database.

#### Task 4D: Review CCTV Recordings of Selected Reaches

We will review the CCTV recordings for those reaches identified as a high priority in Task 4C. As stated, we expect to review up to 20 percent of the pipe reaches inspected. We will verify the completeness of the inspection recordings and reports, and update the inspection database as necessary.

#### Task 4E: Incorporate Findings into Summary Database

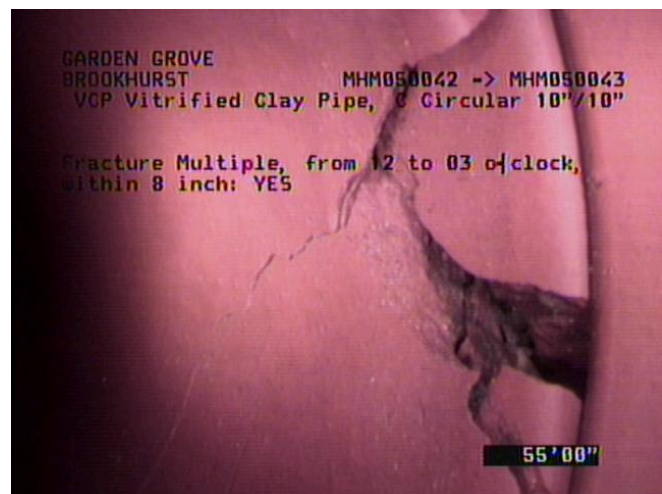
If additional deficiencies or discrepancies are found, we will make note of them and modify the summary database to include the changes.

#### Task 4F: Rank and Prioritize Reaches Inspected

We will identify and prioritize the condition deficiencies, therefore identifying the critical sewer mains in need of replacement, rehabilitation and/or repair. The focus will be on sewer pipes that are at risk of collapse or prone to more frequent blockages.

We will utilize the same ranking and prioritization system as GGSD's previous Sewer System Rehabilitation Plans. This will provide GGSD with the ability to determine the changes in condition in any particular pipe more easily. The priority categories used previously are as follows:

- Severe Condition – This category primarily includes structural defects of deformed pipe, hole in pipe, broken pipe, and large joint offsets.
- Major Condition – This category primarily includes structural defects of multiple fractures, medium joint offsets and major sags. Pipes with a large number of cracks are also included.
- Moderate Condition – Pipes in this category have fractures, cracks, small and medium joint offsets, and sags.
- Minor Condition – Pipes in this category have slight sags, cracks, and small joint offsets.
- O&M – This condition is for operational and maintenance problems and construction feature defects. There are no structural defects.
- No Defects – This condition is for pipes with no structural, operation and maintenance or construction feature defects.



#### **Task 4G: Develop Replacement and Rehabilitation Recommendations**

Pipe reaches and structures determined to fall in the “Severe” or “Major” categories will form the basis of rehabilitation and replacement recommendations. Cost estimates will be developed to remedy the condition deficiencies. We will review any recent project bids that GGSD has collected and use this as the basis for estimating the cost of the future improvements.

#### **Task 4H: Identify Operation and Maintenance Deficiencies**

Operation and maintenance (O&M) defects such as grease accumulation, root intrusion, and debris/deposits will be considered separately. Often times, these defects will require additional cleaning or root cutting, but will not necessarily need replacement. Maps of each type of O&M issue will be prepared showing the locations in which they were identified. Recommendations for additional cleaning or root cutting will be made as needed.

#### **Task 4I: Prepare Sewer System Rehabilitation Plan**

We will prepare the GGSD’s 2017 Sewer System Rehabilitation Plan report. The report will summarize all work completed, documenting the CCTV inspections, the condition assessment, and the rehabilitation and replacement recommendations.

#### **Deliverables:**

Deliverables will include:

- Four (4) hard-bound copies of the draft assessment report
- Four (4) hard-bound copies of the final assessment report
- External portable hard drive of all the CCTV inspection data, including video recordings, CCTV inspection reports in PDF, PACP exchange database, and jpg images

All work will be completed at AKM Consulting Engineers only office in Irvine, California.

#### **Task 5 Optional: Traffic Control Design**

Based on discussions with GGSD staff, it is unknown if traffic control design will be required by the City. We have therefore included traffic control design as an optional item. Traffic Control Engineering, Inc. (TCE) will be responsible for the development of traffic control strategies in coordination with the City of Garden Grove. TCE will develop final traffic control plans consistent with City and Caltrans standards including signing, legends, and other construction detour standards.

The assumptions to complete the traffic control design are as follow:

- Traffic and all roadways to be restored during non-working hours.
- No temporary striping or traffic signal design included.
- Detailed location specific traffic control plans will be prepared at all signalized intersections on arterial streets.
- Typical lane closure plans will be prepared for mid-block lane closures on arterial streets.
- All other project side streets shall follow MUTCD Guidelines for lane closure traffic control.

The proposed project area consists of the following signalized intersections for which traffic control plans will be prepared:

<u>Street</u>	<u>Location</u>
Garden Grove Bl.	@ Beach Bl.
Garden Grove Bl.	@ Dale St.
Garden Grove Bl.	@ Newland St.
Garden Grove Bl.	@ Magnolia St.

Garden Grove Bl.	@ Casa Linda Ln.
Garden Grove Bl.	@ Gilbert St.
Garden Grove Bl.	@ Galway St.
Garden Grove Bl.	@ Kerry St. / Brookhurst Way
Garden Grove Bl.	@ Brookhurst St.
Garden Grove Bl.	@ Nutwood St.
Garden Grove Bl.	@ Century Blvd. / Nelson St.
Garden Grove Bl.	@ Main St.
Garden Grove Bl.	@ Euclid St.
Garden Grove Bl.	@ 9 <sup>th</sup> St.
Trask Ave.	@ Beach Bl.
Trask Ave.	@ Newland St.
Trask Ave.	@ Yockey St.
Trask Ave.	@ Magnolia St.
Trask Ave.	@ FWY 22 exit 9
Trask Ave.	@ FWY 22
Trask Ave.	@ Brookhurst St.
Trask Ave.	@ Taft st.
Trask Ave.	@ Euclid St.
Lampson Ave.	@ Dale St.
Lampson Ave.	@ Magnolia St.
Lampson Ave.	@ Brookhurst St.
Lampson Ave.	@ Euclid St.
Lampson Ave.	@ 9 <sup>th</sup> St.
Magnolia St.	@ Stanford Ave.
Brookhurst St.	@ Stanford Ave.
Euclid St.	@ Marian Dr.
Euclid St.	@ College Ave.
Euclid St.	@ Stanford Ave.
Euclid St.	@ Acacia Pkwy.

Typical mid-block lane closure plans will be prepared for the following locations:

Street	Location
Trask Ave.	e/o Beach Bl. to Taft Ave.
Garden Grove Bl.	e/o Beach Bl. to w/o 9th St.
Lampson Ave.	Nutwood St. to w/o 9th St.
Dale St.	Lampson Ave. - Trask Ave.
Gilbert St.	Stanford Ave. - Garden Grove Blvd.
Brookhurst St.	Lampson Ave. - s/o Garden Grove Blvd.
Nutwood St.	s/o Chapman Ave. to Garden Grove Blvd.
Main St.	Lampson Ave. - Garden Grove blvd.
Euclid Ave.	s/o Chapman Ave. to Stanford St.
Nelson St.	Lampson Ave. to Stanford St.
Acacia Pkwy.	Nutwood St. to 9th St.

If the aforementioned traffic control plans will be required by the City of Garden Grove, the start date of the CCTV inspections will be impacted. Traffic control plans will be developed and submitted to the City for approval prior to the start date of the field work.





*Water Resources  
Infrastructure  
Construction Management*

**AKM Consulting Engineers**  
553 Wald  
Irvine, CA 92618  
Telephone: 949.753.7333 Facsimile: 949.753.7320  
[www.akmce.com](http://www.akmce.com)

July 27, 2017

**Garden Grove Sanitary District**  
13802 Newhope Street  
Garden Grove, California 92843

Attention: Ms. Rebecca Li, PE – Associate Engineer

**Subject: Fee Proposal for 2017 Sewer System Rehabilitation Plan Phase 1**

Dear Ms. Li:

AKM Consulting Engineers is pleased to submit this fee proposal for the subject project in response to your request for proposal dated June 26, 2017. Our proposal is valid for a period of 90 days from the date of this proposal.

Sub-consultant services and out of pocket expenses (blue printing, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at \$0.65 per mile.

We appreciate the opportunity to submit this fee proposal and look forward to working with the Garden Grove Sanitary District on this most important and challenging project. If you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Very truly yours,

**AKM Consulting Engineers**

Zeki Kayiran, PE  
Principal

**AKM CONSULTING ENGINEERS  
RATE SCHEDULE  
July 2017**

<b>Principal</b>	<b>\$205</b>
<b>Principal Engineer</b>	<b>\$205</b>
<b>Project Manager</b>	<b>\$205</b>
<b>Project Engineer</b>	<b>\$185</b>
<b>Senior Construction Manager</b>	<b>\$175</b>
<b>Senior Engineer</b>	<b>\$175</b>
<b>Associate Engineer</b>	<b>\$135</b>
<b>Financial Analyst</b>	<b>\$100</b>
<b>Construction Manager</b>	<b>\$150</b>
<b>Staff Engineer</b>	<b>\$120</b>
<b>Senior Field Engineer / Inspector</b>	<b>\$135</b>
<b>Field Engineer / Inspector</b>	<b>\$120</b>
<b>Assistant Engineer</b>	<b>\$87</b>
<b>Senior Designer / Senior CADD Technician</b>	<b>\$90</b>
<b>Designer / CADD Technician</b>	<b>\$85</b>
<b>Engineering Technician</b>	<b>\$80</b>
<b>Engineering Aide</b>	<b>\$55</b>
<b>Data / Word Processing</b>	<b>\$66</b>
<b>Office Support</b>	<b>\$55</b>

Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Subcontracted services will be marked up 10% in order to cover costs associated with administration, coordination and management of subcontractors. Mileage will be invoiced at \$0.65/mile. This schedule of rates is in effect until April 30, 2018, at which time it may be adjusted.

STAFF HOUR & FEE ESTIMATE Garden Grove Sanitary District 2017 Sewer System Rehabilitation Phase 1 July 27, 2017									
	Project Manager	Project Engineer	Associate Engineer	QA/QC	Office Support	Subconsultant	Total Hours	Expenses	Total Cost
<b>Task 1 - Project Management</b>									
Project Management	16	12				\$0	28		\$5,500
<b>Task 2 - Meetings</b>									
Meetings	8	8		4		\$0	20	\$100	\$4,040
<b>Task 3 - Data Collection and Review</b>									
Data Collection and Review	4	8	8			\$0	20	\$100	\$3,480
<b>Task 4 - Preparation of the Condition Assessment</b>									
CCTV Inspection of 300,000 feet of Sewer	4	16				\$409,200	20		\$412,980
Compile and Review Inspection Data	4	8	32			\$0	44		\$6,620
Analyze Data and Select Reaches for Detailed Review	2	8	24			\$0	34		\$5,130
Review CCTV Recordings of Selected Reaches	8	32	180			\$0	220		\$31,860
Incorporate Findings into Summary Database			24			\$0	24		\$3,240
Rank and Prioritize Reaches Inspected		16	40	4		\$0	60		\$9,180
Develop Replacement and Rehabilitation Recommendations	12	24	80	8		\$0	124		\$19,340
Identify Operation and Maintenance Deficiencies	12	16	40	4		\$0	72		\$11,640
Prepare Sewer System Rehabilitation Plan	24	80	32	8	24	\$0	168	\$1,500	\$28,764
<b>Total Hours</b>	110	252	460	28	24		834		
<b>Rate (\$/Hr)</b>	\$205	\$185	\$135	\$205	\$66				
<b>Grand Total</b>	\$22,550	\$46,620	\$62,100	\$5,740	\$1,584	\$409,200		\$1,700	\$549,494
<b>Task 5 - Traffic Control Design (Optional)</b>									
Traffic Control Design (Optional)	16	24				\$132,000	40		\$139,720
<b>Grand Total with Optional Item</b>	\$3,280	\$4,440	\$0	\$0	\$0	\$541,200		\$1,700	\$689,214