



## AGENDA

Garden Grove Sanitary District  
Board of Directors

Tuesday, September 25, 2018

6:30 PM

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

**Kris Beard**

President

**John R. O'Neill**

Vice President

**Patrick 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. Approval to continue with current private sewer lateral policies and programs. *(Action Item)*
- 2.b. Award a contract to JIG Consultants for professional engineering services for the construction of Project No. 7838 - Orangewood Avenue Sewer Improvements Project. (Cost: \$83,340) *(Action Item)*
- 2.c. Receive and file minutes from the meeting held on August 28, 2018. *(Action Item)*

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

4. ADJOURNMENT

The next Regular Sanitary District meeting will be held on Tuesday, October 23, 2018, at 5:30 p.m., in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	General Manager	Dept.:	Public Works
Subject:	Approval to continue with current private sewer lateral policies and programs. ( <i>Action Item</i> )	Date:	9/25/2018

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**OBJECTIVE**

To provide more detail and follow-up information as directed by the Garden Grove Sanitary District (GGSD) Board regarding private sewer laterals.

**BACKGROUND**

Staff initially provided the GGSD Board with the information regarding private sewer lateral ownership, codes and regulations, industry standards, and a loan program available during the GGSD Board meeting in April 2018. After the presentation and discussion, the GGSD Board directed staff to follow up with more details on the current sewer lateral loan program and vicinity jurisdictions policies and practices regarding private sewer laterals as well as availability of a private insurance program.

**DISCUSSION**

Since 2006, GGSD has made a sewer lateral loan program available for residents as a part of the Orange County Coastkeeper settlement agreement. A total of \$45,000 annually is available at the City's current portfolio interest rate for a 15 year loan term. To date, no resident has taken advantage of this program, however one resident did start the process. The guidelines and requirements of this program are attached (see Attachment No. 1).

Summary of the available private sewer lateral program for vicinity jurisdictions with similar demographics is as follows:

- City of Santa Ana: property owners are responsible for maintenance, operation, cleaning, repair, and reconstruction of the entire length of the private sewer lateral from their house to the city's public sewer main. However, the city has a program to help property owners with repair and replacement of the lateral within the public right-of-way. This program is funded with separate sewer lateral fees paid by the residents.

- City of Fullerton: property owners are responsible for maintenance, operation, cleaning, repair, and reconstruction of the entire length of the private sewer lateral from their house to the city's public sewer main. The city has a routine sewer lateral cleaning program for the locations where the city determined that the issues are caused by the city trees.
- City of Costa Mesa: property owners are responsible for maintenance, operation, cleaning, repair, and reconstruction of the entire length of the private sewer lateral from their house to the city's public sewer main. The city will pay for repair and replacement of sewer lateral if damage was caused by the city trees.
- City of Anaheim: there is no published information about private sewer laterals. Staff confirmed with Anaheim's sanitation staff that their policies regarding private sewer laterals are similar to the City of Costa Mesa.
- City of Huntington Beach: the city assumes the responsibility of a portion of all sewer laterals from the city-owned sewer main through the public right-of-way to the private property line. This program is funded with separate sewer lateral fees paid by the residents.

Program details and published information for the above cities and other jurisdictions are attached (see Attachment No. 2). Many private sewer lateral insurance programs are available. The monthly premium is \$10 a month or higher depending on the coverage limits. This amount covers up to \$8,000 in repair costs, which is sufficient to cover most repairs. A few of the cities in California have formed a partnership with an insurance company in an effort to make homeowners aware of their ownership and responsibility regarding sewer laterals as well as the available insurance program. Some sample information is attached (see Attachment No. 3). In addition, staff has utilized the on-call services of AKM Consultant to provide the estimated financial impact if GGSD were to assume the responsibility of repair and/or replacement of sewer laterals within the public right-of-way. The letter from AKM is provided (see Attachment No. 4).

#### FINANCIAL IMPACT

There is no impact on the General Fund. However, there could be a significant impact to the Sewer Fund depending on the GGSD Board direction regarding private sewer laterals.

#### RECOMMENDATION

It is recommended that the Garden Grove Sanitary District Board:

- Approve to continue with the current sewer lateral policies and loan program.

By: Samuel Kim  
Water Services Manager

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Attachment 1: Sewer Lateral Loan Program	7/11/2018	Backup Material	Attachment_1.pdf
Attachment 2: Other Jurisdictions Sewer Lateral Programs	7/11/2018	Backup Material	Attachment_2.pdf
Attachment 3: Private Sewer Lateral Insurance Info	8/24/2018	Backup Material	Private_Sewer_Lateral_Insurance.pdf
Attachment 4: AKM Consultant Letter	7/11/2018	Backup Material	Attachment_4.pdf

**Attachment No. 1**

**GGSD Private Sewer Lateral Loan Program Information**



## **GARDEN GROVE SANITARY DISTRICT PRIVATE SEWER LATERAL REPLACEMENT LOAN PROGRAM GUIDELINES**

Loan funds are available to property owners of single-family residences that are seeking to repair/replace private residential sewer facilities and/or laterals. Loan funding is limited and is available on a first come first serve basis to qualified applicants. Loans are available only for a property owner's principal place of residence.

### **A. APPLICATION BY PROPERTY OWNER**

1. Fill out information on the attached application form.
2. If available, provide any history of problems with the sewer lateral line (if you have already obtained a written or video assessment of your lateral, submit it with your application).
3. Return completed application to the Garden Grove Municipal Service Center, located at 13802 Newhope Street, Garden Grove, CA 92843.

### **B. DISTRICT REVIEW PROCEDURE**

The following procedure is to be followed when the District receives your application:

1. The District will verify ownership of property.
2. The property owner shall obtain a written or video assessment of their sewer lateral from a licensed plumber or contractor.
3. The completed assessment documentation should be submitted to the District for review as soon as possible. The assessment will provide a detailed description of the needed work, location and cause of the break. The cost of the assessment inspection is not eligible for reimbursement from the loan.
4. Upon review of the assessment, the District will determine eligibility for the Private Sewer Lateral Replacement Loan Program and notify the property owner of their eligibility status.
5. If deemed eligible for a loan, the property owner shall obtain at least two (2) written estimates from District approved contractors for the necessary repair or replacement work and submit them to the District for review. Bids for work shall be fixed bids, without allowance for extra costs. The District cannot recommend any particular contractor.

6. All necessary City permits must be obtained.

**C. LOAN PROCEDURE**

1. The District shall determine the loan amount and terms based on consideration of:
  - The selected bid contractual amount
  - Loan recordation fee
  - Availability of funding from District
  - Prioritization of projects based on financial need and condition of lateral
  - Other factors deemed appropriate by District staff to fully carry out the intent and purpose of the Private Sewer Lateral Replacement Loan Program
2. The District or District's Representative shall provide the property owner with loan disclosure information.
3. Once the property owner has approved the disclosure, the District or District's Representative shall process the loan and prepare loan documents.
4. The property owner will sign the following:
  - Loan Program Agreement
  - Promissory Note
  - Deed of Trust
  - Disclosure Statement
  - Rescission Notice
5. If after the 3-day rescission period the property owner does not rescind the loan, the Deed of Trust shall be recorded at the Orange County Recorder's Office and the property owner will be given notice to have their contractor proceed with the work. All necessary City permits must be obtained prior to the commencement of the work. The work shall not be backfilled until inspected and approved by District.
6. All loan proceeds will be paid by the District or District's Representative directly to the contractor performing the work. Funds due to contractors shall be paid only in phases of the work being performed, with final payment (not less than 25% of loan) made once the work is completed and has been inspected and approved by the District and appropriate City departments.



**D. LOAN TERMS**

1. The maximum loan amount is \$10,000.
2. The loan will accrue simple annual interest at the current City Portfolio rate. Monthly payments of principal and accrued interest are required.
3. The loan, including any interest, is due and payable (i) 15 years from the date of the loan; (ii) upon sale, transfer, lease or encumbrance of the property; (iii) upon refinancing of any debt that is secured by a lien on the property, to the extent the refinanced loan amount exceeds the current loan amounts and refinancing costs; or (iv) upon the borrower's failure to occupy the property as his or her principal place of residence, whichever is earlier.
4. There are no pre-payment penalties if you want to pay this loan off.
5. Actual loan terms may vary from borrower to borrower depending on special circumstances.

**GARDEN GROVE SANITARY DISTRICT  
PRIVATE SEWER LATERAL REPLACEMENT LOAN PROGRAM APPLICATION**

Loan funds are available to single home property owners who are seeking to repair / replace their private lateral, the portion of the lateral from the sewer main to the house. Loan funding is limited and is available on a first-come, first-serve basis. The maximum loan amount is \$10,000.



**Submit this loan application to:  
Garden Grove Sanitary District  
Attention: Raquel Manson  
13802 Newhope Street, Garden Grove, CA 92843  
Tel: (714) 741-5554**

**SECTION 1: GENERAL INFORMATION** *Please print clearly.*

1. Current Property Owners Names \_\_\_\_\_

2. Property Address

Street \_\_\_\_\_, Garden Grove, CA Zip \_\_\_\_\_

3. Mailing Address (if different from above)

Street \_\_\_\_\_, Garden Grove, CA Zip \_\_\_\_\_

APN # \_\_\_\_\_

4. Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

**SECTION 2: SITE INFORMATION**

1. State the nature of the problem(s):

☐ Tree Roots ☐ Collapsed Pipe ☐ Grease/Fat Build-up ☐ Other: \_\_\_\_\_

2. How many times have you had sewer backups in the last 12 months? \_\_\_\_\_

3. Has your private sewer lateral been inspected by a license plumber? ☐ No ☐ Yes

***Provide a copy of all documentation from your plumber regarding the condition of your sewer lateral.***

4. Have you obtained a bid from a licensed plumber for the work? ☐ No ☐ Yes

If yes, provide the following: Name: \_\_\_\_\_

Address: \_\_\_\_\_ License# \_\_\_\_\_

Estimated Cost of Work: \$ \_\_\_\_\_

***Note: Bids, assessments, and work must be completed by a licensed contractor.***

5. Is there insurance claim for this work? ☐ No ☐ Yes ***Provide copy of any claim information.***

6. Please indicate which describes the property?

☐ Owner Occupied ☐ Tenant occupied ☐ Other: \_\_\_\_\_

**SECTION 3: CERTIFICATION**

I certify by signing this application that I am the legal owner of the property described herein. I am aware the submission of this document does not constitute that the Garden Grove Sanitary District has approved a loan. I have read the information the Sewer Lateral Repair/Replacement Loan Program Guidelines and am aware that a letter will be issued advising if funds have been approved. Work performed prior to receiving a loan authorization is performed at my own risk.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Co-Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

# **GARDEN GROVE SANITARY DISTRICT PRIVATE SEWER LATERAL LOAN AGREEMENT**

**THIS GARDEN GROVE SANITARY DISTRICT PRIVATE SEWER LATERAL  
LOAN AGREEMENT** (the "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_, by  
and between **THE GARDEN GROVE SANITARY DISTRICT** ("District"), and  
\_\_\_\_\_ ("Owner").

## **RECITALS**

A. District has designated funds for the establishment of a Private Sewer Lateral Replacement Loan Program.

B. The purpose and intent of this program is to assist Garden Grove homeowners in the repair and/or replacement of private residential sewer facilities and/or laterals.

C. Owner desires to utilize funds from District's Private Sewer Lateral Replacement Loan Program to make District approved repairs and or replacement of the private sewer facilities and/or lateral located at \_\_\_\_\_ (the "Property"). The legal description of the Property is attached hereto as Exhibit "A" and incorporated herein.

## **AGREEMENT**

### **THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. District agrees to loan, and Owner agrees to borrow, the sum of \_\_\_\_\_ Dollars and 00/100 Cents (\$\_\_\_\_\_) (the "Loan"). Owner's obligation to repay the Loan shall be evidenced by a Promissory Note, which is due and payable within fifteen (15) years from the date of this Agreement, with simple interest payable at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum. Monthly payments in the amount of \_\_\_\_\_ Dollars and \_\_\_\_/100 Cents (\$\_\_\_\_\_) are required. The Promissory Note shall be secured by the recordation of a Deed of Trust as an encumbrance to the Property. The form of the Promissory Note is attached hereto as Exhibit "B," and the form of the Deed of Trust is attached hereto as Exhibit "C," both of which are incorporated herein. Owner agrees to apply all funds disbursed to District approved repairs and/or replacement of their private sewer lateral.
2. The additional conditions of the Loan are as follows:
  - 2.1 The full amount of the Loan shall be due and payable:
    - (a) 15 years from the date of the Promissory Note; or

(b) Upon refinancing of any debt that is secured by a lien on the Property except for loan amounts which do not exceed the current loan amount, plus costs of refinancing; or

(c) Upon sale, transfer, lease, or encumbrance of all or any interest in the Property, except for a transfer permitted in Paragraph 2.2; or

(d) Upon Owner's failure to occupy the Property as Owner's principal place of residence on the fifteenth (15<sup>th</sup>) anniversary thereof.

2.2 The Loan is not assumable except under the following limited circumstances:

(a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;

(b) A transfer of the Property where the spouse becomes an owner of the Property;

(c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or

(d) A transfer to an inter vivos trust in which the Owner is and remains the beneficiary and occupant of the Property.

2.3 The entire proceeds of the Loan are to be used for the repair and/or replacement of the private sewer lateral of the Property with none of the funds to be used by Owner for personal use. In the event that the amount of the Loan is not sufficient to pay the entire amount of the work, Owner shall be responsible for the additional amount from Owner's own funds.

2.4 Owner shall maintain in effect, during all times funds are owing under this Agreement to District, an all risk property insurance policy on the Property in an amount not less than the replacement value of all structures on the Property. The policy shall name the District as a loss payee, and shall provide for a thirty (30) day notice of cancellation of coverage to District. Owner shall transmit a copy of the certificate of insurance and loss payee endorsement to District within thirty (30) days of the effective date of this Agreement, and Owner shall annually transmit a copy of the certificate of insurance and loss payee endorsement to District at the address set forth in Section 5 hereof. Any certificate of insurance must be in form, content, and with companies reasonably approved by the District.

3. All funds covered by the Loan are to be released by District only to duly licensed contractors authorized by law to perform the services required and for sewer improvements listed on the Scope of Work, attached hereto at Exhibit "D" and incorporated herein, which have first been approved by District. Funds due to contractors shall be paid only in phases of the work being performed, with final payment (not less than 25% of loan) made upon completion of the required work. District reserves the right to determine, at its sole discretion, which improvements are to be covered by the Loan.
4. District reserves the right to terminate and cancel the Loan and demand repayment thereof, in the event Owner fails or refuses to comply with any of Owner's obligations under this Agreement, after notice from the District and a thirty (30) day opportunity to cure.
5. Any notices required to be given under this Agreement shall be sent by first class mail, postage prepaid, to the following:

District:                      Garden Grove Sanitary District  
                                     13802 Newhope Street  
                                     Garden Grove, CA 92843  
                                     Attn: Public Works Director

Owner:                        \_\_\_\_\_  
                                     \_\_\_\_\_  
                                     \_\_\_\_\_

6. Owner agrees that District's participation is solely for Owner's benefit and District assumes no responsibility or liability to Owner or to any other party for any obligations between Owner, contractors or third parties in carrying out the improvements on the Property.
7. Owner agrees to defend, hold harmless and indemnify District from and against any and all claims which may be brought or raised against District or any of its officers, employees, representatives or agents by Owner, Owner's contractors, or any third parties pursuant to or in any way associated with or alleged to be associated with Owner's loan or the administration of the proceeds therefrom or the activities conducted pursuant thereto.
8. In the event that either party hereto is required to bring any form of an enforcement action to enforce any provision of this Agreement or Promissory Note or Deed of Trust, the prevailing party shall be entitled to reasonable attorney's fees.
9. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through Owner that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion,

sex, marital status, national origin, or ancestry in the sale, transfer, use, occupancy, tenure, or enjoyment of the Property.

10. The funds provided by District under this Agreement shall constitute a debt owed to District and shall be due and payable by Owner, Owner's estate or Owner's successors in interest.
11. This Agreement shall be governed by the laws of the State of California.
12. This Agreement, together with the attachments hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and integrates and supersedes all prior negotiations, discussions and previous agreements between the parties.
13. This Agreement includes by reference Exhibit "E," the Truth-in-Lending Disclosure and Notice of Rescission.
14. No modification of this Agreement shall be made or effective except by a written amendment executed by Owner and District.
15. Owner may not assign its interest under this Agreement, or the Promissory Note or Deed of Trust, except as provided in the Promissory Note and Deed of Trust.

The parties hereto have executed this Agreement the day and year first appearing herein.

"DISTRICT"

"OWNER"

GARDEN GROVE SANITARY  
DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
General Manager

ATTEST:

\_\_\_\_\_  
District Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
District Counsel

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**EXHIBIT "A"**

**EXHIBIT "B"**  
**PROMISSORY NOTE**

**EXHIBIT "B"**



**EXHIBIT "C"**  
**DEED OF TRUST**

**EXHIBIT "C"**

**EXHIBIT "D"**  
**SCOPE OF WORK**

**EXHIBIT "E"**  
**TRUTH-IN-LENDING DISCLOSURE**

**EXHIBIT "E"**

# GARDEN GROVE SANITARY DISTRICT

## PRIVATE SEWER LATERAL PROMISSORY NOTE

NOTICE TO BORROWER  
THIS DOCUMENT IS SECURED BY  
A DEED OF TRUST ON RESIDENTIAL PROPERTY

Loan No. \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_ (the "Borrower") hereby promises to pay to the order of the Garden Grove Sanitary District ("Lender") at the following address: 13802 Newhope Street, Garden Grove, CA 92843, or at such other place as the holder may from time to time designate by written notice to Borrower, in lawful money of the United States, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), with simple interest at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum on the unpaid principal balance from the date of this Note, until paid. The obligation of the Borrower with respect to this Note is secured by that certain Private Sewer Lateral Deed of Trust, Loan No. \_\_\_\_\_ (the "Deed of Trust"), and executed by the Borrower concurrently herewith.

1. **Borrower's Obligation.** This Note evidences the obligation of the Borrower to the Lender for the repayment of funds loaned (the "Loan") to finance the repair and/or replacement of private residential sewer facilities and/or laterals located on that certain real property (the "Property"), which has the address of \_\_\_\_\_  
Garden Grove

(Street) (City)  
California, \_\_\_\_\_, and which is more fully described in Exhibit A of the Deed of Trust.  
(Zip code)

2. **Repayment of Loan Principal and Interest.** Principal and interest due under this Note shall be payable in monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or more, beginning \_\_\_\_\_, 20\_\_\_\_, and continuing thereafter on the 1<sup>st</sup> day of each month until the entire Loan is paid. In addition, Borrower agrees to pay the unpaid principal balance, unpaid accrued interest, and any other amounts due under this Note upon the earlier of:

- (a) 15 years from the date of this Note; or
- (b) Upon refinancing of any debt that is secured by a lien on the Property except for loan amounts which do not exceed the current loan amount, plus costs of refinancing; or
- (c) Upon sale, transfer, lease, or encumbrance of all or any interest in the Property, except for a transfer permitted in Paragraph 3; or
- (d) Upon Borrower's failure to occupy the Property as Borrower's principal place of residence.

3. **Permitted Transfers.**

The Loan is not assumable except under the following limited circumstances:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant.
- (b) A transfer of the Property where the spouse becomes an owner of the property;
- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property.

- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.
4. **Acceleration of Payment.** The principal amount of this loan, together with any then outstanding accrued interest thereon shall become immediately due and payable, at the option of the holder and without demand or notice, upon the occurrence of any of the following events:
- (a) In the event of a default under the terms of this Note or the Deed of Trust;
- (b) In the event that the Borrower shall cease to occupy the Property as Borrower's principal place of residence; or
- (c) In the event of any sale, transfer, lease, or encumbrance of the Property in violation of Paragraph 3 of this Promissory Note.
5. **Effect of Due-on Sale Clause.** Failure of the holder to exercise the option to accelerate payment as provided in Paragraph 4 of this Note will not constitute waiver of the right to exercise this option in the event of subsequent cause for acceleration. Failure by Borrower to occupy the Property as Borrower's principal place of residence shall be considered an on-going event of default under this Note.
6. **Place and Manner of Payment.** All amounts due and payable under this Note are payable at the principal office of the Lender set forth above, or at such other place or places as the Lender may designate to the Borrower in writing from time-to-time.
7. **Application of Payments.** All payments received on account of this Note shall be first applied to accrued interest, if any, and the remainder shall be applied to the reduction of principal.
8. **Attorney's Fees.** The Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by the Lender in the enforcement of this Note.
9. **Default and Acceleration.** All covenants, conditions and agreements contained in the Deed of Trust are hereby made a part of this Note. The Borrower agrees that the unpaid balance of the then principal amount of this Note, together with all accrued interest thereon and charges owing, shall, at the option of the Lender or, if so provided in this Note and Deed of Trust executed by the Borrower, shall automatically, become immediately due and payable, and thereafter until paid bear interest at the rate of 10% per annum, compounded annually, upon the failure of the Borrower to make any payment hereunder as and when due; upon the failure of the Borrower to perform or observe any other term or provision of this Note, or upon the occurrence of any event (whether termed default, event of default or similar term) which under the terms of the Deed of Trust, shall entitle the Lender to exercise rights or remedies thereunder.
10. **Notices.** Except as may be otherwise specified herein, any approval, notice, direction, consent, request or other action by the Lender shall be in writing and must be communicated to the Borrower at the address of the Property, or at such other place or places as the Borrower shall designate to the Lender in writing, from time to time, for the receipt of communications from the Lender. Mailed notices shall be deemed delivered and received five (5) working days after deposit in the United States mails in accordance with this provision
11. **Prepayment Policy:** Borrower may prepay this Note at any time without penalty.
12. **Governing Law.** This Note shall be construed in accordance with and be governed by the laws of the State of California.
13. **Severability.** If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
14. **No Waiver by the Lender.** No waiver of any breach, default or failure of condition under the terms of the Note or Deed of Trust shall thereby be implied from any failure of the Lender to take, or any delay by the Lender in taking action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note, Deed of Trust, or any of the

obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

15. **Successors and Assigns.** The promises and agreements herein contained shall bind and inure to the benefit of, as applicable, the respective heirs, executors, administrators, successors and assigns of the parties.

Executed as of the date set forth above at \_\_\_\_\_

City and State

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

**Mailing Address for Notices:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ +  
\_\_\_\_\_

Recording requested by and  
When recorded return to:

Garden Grove Sanitary District  
11222 Acacia Parkway  
P.O. Box 3070  
Garden Grove, CA 92842-3070  
Attn: District Secretary

APN: \_\_\_\_\_

(Space Above Line for Recorder's Use)  
This Document is Exempt from Recording Fees  
pursuant to Gov't Code §§ 6103 and 27353

**GARDEN GROVE SANITARY DISTRICT**  
**PRIVATE SEWER LATERAL**  
**DEED OF TRUST**

Loan No. \_\_\_\_\_

This Deed of Trust is made on \_\_\_\_\_, by \_\_\_\_\_ (the "Borrower") and the Garden Grove Sanitary District (the "Trustee"), whose business address is 13802 Newhope Street, Garden Grove, CA 92843, in favor of the Garden Grove Sanitary District ("Lender") or Assignee, whose address is 13802 Newhope Street, Garden Grove, CA 92843.

1. **BORROWER, IN CONSIDERATION OF THE INDEBTEDNESS HEREIN RECITED AND THE TRUST HEREIN CREATED, HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS** to Trustee in trust, with power of sale and right of entry and possession, all of Borrower's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property (the "Property") located at \_\_\_\_\_, in the County of Orange and the State of California, which is more particularly described in Exhibit A (attached) which is incorporated herein by this reference; and (b) all buildings, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter affixed to, placed upon or used in connection with the Property, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property; all of which are hereby pledged and assigned, transferred, and set over onto Trustee, and for purposes of this Deed of Trust declared to be part of the realty; provided, however, that furniture and other personal property of Borrower now or hereafter situated on said real property are not intended to be included as part of the Property.

2. **FOR THE PURPOSE OF SECURING:**

2.1. Repayment of the indebtedness evidenced by that certain Promissory Note of the Borrower dated \_\_\_\_\_, and entitled Garden Grove Sanitary District Private Sewer Lateral Promissory Note, Loan No. \_\_\_\_\_ (the "Note"), in the principal amount of \_\_\_\_\_ Dollars and 00/100 Cents (\$ \_\_\_\_\_), together with simple interest on such indebtedness according to the terms of the Note, and any and all amendments, modifications, extensions or renewals of the Note.

2.2. Payment of such additional sums, with interest thereon:

- (a) As may hereafter be borrowed from Lender by the then-record owner of the Property and evidenced by a promissory note or notes reciting that it or they are so secured and all modifications, extensions, or renewals of the Note; and
- (b) As may be incurred, paid, or advanced by Lender, or as may otherwise be due to Trustee or Lender, under any provision of this Deed of Trust and any modification, extension, or renewal of this Deed of Trust; and
- (c) As may otherwise be paid or advanced by Lender to protect the security or priority of this Deed of Trust.

2.3. Performance of each obligation, covenant, and agreement of Borrower contained in this Deed of Trust, the Note, or any other document executed by Borrower in connection with the loan(s) secured by this Deed of Trust, and all amendments to these documents whether set forth in this Deed of Trust or incorporated in this Deed of Trust by reference.

### 3. **BORROWER COVENANTS:**

Borrower hereby covenants to maintain and protect the security of this Deed of Trust, to secure the full and timely performance by Borrower of each and every obligation, covenant, and agreement of Borrower under the Note and this Deed of Trust, and as additional consideration for the obligation(s) evidenced by the Note, Borrower covenants as follows:

3.1. **Title.** That Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title of the Property against all claims and demands subject to any declarations, easements, or restrictions listed in the schedule of exemptions to coverage in any title insurance policy insuring Lender's interest in the Property.

3.2. **Payment of Principal and Interest.** That Borrower shall promptly pay, when due, the principal and interest on the Note, and such other charges as are provided in the Note, and such other amounts as are provided under this Deed of Trust.

3.3. **Maintenance of the Property.** (a) To keep the Property in a decent, safe, sanitary, tenantable condition and repair and permit no waste thereof; (b) not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable; (c) remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property; (d) to repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this Deed of Trust; (e) to comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property; (f) not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Lender's written consent; and (g) not to alter the use of all or any part of the Property without the prior written consent of the Lender.

3.4. **Appear and Defend.** Borrower shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the Lender or Trustee may appear, and in any suit brought by the Lender to foreclose this deed.

3.5. **Payment of Taxes and Utility Charges.** Borrower shall pay, at least ten (10) days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, fines and impositions attributable to the Property, leasehold payments or ground rents, if any, and any interest on the Property or any part thereof; all costs, fees and expenses of this trust. Borrower shall make such payments when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish to Lender receipts evidencing all such payments made.

3.6. **Insurance.** To keep the Property insured with loss payable to the Lender, against loss or damage by fire and such other hazards, casualties and contingencies and by such companies on such forms and in the amount of the replacement cost of the Property, and to deliver the original of all such policies to the Lender, together with receipts satisfactory to the Lender evidencing payment of the premiums. All such policies provide that the Lender shall be given thirty (30) days advance written notice of the cancellation, expiration or termination of any such policy or any material change in the coverage afforded by it. Renewal policies and any replacement policies, together with premium receipts satisfactory to the Lender, shall be delivered to the Lender at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the Lender shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency



of such insurance, or solvency of any insurer for payment of losses. All insurance proceeds for such losses must be utilized for the repair or restoration of the insured property.

**3.7. Payments and Discharge of Liens.** Borrower will pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof; provided, however, that the following are excepted from this prohibition: (a) liens for taxes and assessments which are not delinquent although by law are given the status of a lien, and (b) such of the above claims as are, and only during the time they are, being contested by Borrower in good faith and by appropriate legal proceedings, and Borrower shall post security for the payment of these contested claims as may be requested by the Lender. Borrower shall not default in the payment or performance of any obligation secured by a lien, mortgage or deed of trust which is superior to this Deed of Trust.

**4. IT IS MUTUALLY AGREED THAT:**

**4.1. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and Section 2.1 shall be applied by Lender first to interest payable on the Note and then to the principal due on the Note.

**4.2. Future Advances.** Upon request by Borrower, Lender, at Lender's option, may make future advances to Borrower. All such future advances, with interest thereon, shall be added to and become a part of the indebtedness secured by this Deed of Trust when evidenced by promissory note(s) reciting that such note(s) are secured by this Deed of Trust.

**4.3. Disbursements to Protect Lender's Security.** All sums disbursed by Lender to protect and preserve the Property, this Deed of Trust, or Lender's security for the performance of Borrower's obligations under the Note shall be and be deemed to be an indebtedness of Borrower secured by this Deed of Trust.

**4.4. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or decedent, foreclosure of any mortgage secured by the Property or sale of the Property under a power of sale of any instrument secured by the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Section 4.4, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section 4.4 shall require Lender to incur any expense or take any action hereunder.

**4.5. Inspection.** Lender or its agent may make or cause to be made reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to any such inspection specifying reasonable cause for the inspection

**4.6. Awards and Damages.** All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or any part thereof by insured casualty, and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Lender. The Lender is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Lender shall determine at its option. The Lender shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Lender may be released to Borrower upon such conditions as the Lender may impose for its disposition. Application of all or any part of the amounts collected and received by the Lender or the release thereof shall not cure or waive any default under this Deed of Trust. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

**4.7. Prohibition on Transfers of Interest.** With the exception of the transfers permitted in Section 4.11 below, if all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. If Lender

exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Section 6.9 hereof. Such notices shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Section 5.2(a) hereof.

**4.8. Sale or Forbearance.** No sale of the Property, forbearances on the part of the Lender or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Borrower either in whole or in part.

**4.9. The Lender's Rights to Release.** Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) The Lender may, at its sole discretion, (I) release any person now or hereafter liable for payment of any or all such indebtedness, (II) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, and (III) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and (b) Trustee, acting pursuant to the written request of the Lender, may reconvey all or any part of the Property, consent to the making of any map or plot thereof, join in granting any assessment thereon, or join in any such agreement of extension or subordination.

**4.10. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing indebtedness secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

**4.11. Requirement of Owner-occupancy and Permitted Transfers.** Borrower shall occupy the Property as Borrower's principal place of residence during the term of the Note. Notwithstanding any other provision of the Note or this Deed of Trust, the following transfers shall not be deemed to be a default under the Note or this Deed of Trust:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant.
- (b) A transfer of the Property where the spouse becomes an owner of the property;
- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property.
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

## **5. EVENTS OF DEFAULT**

**5.1. Events of Default.** Any one or more of the following events shall constitute a default under this Deed of Trust (a) failure of the Borrower to pay the indebtedness secured hereby or any installment thereof, whether principal, interest or otherwise, when and as the same become due and payable, whether at maturity or by acceleration or otherwise; or (b) failure of Borrower to observe or to perform any covenant condition or agreement to be observed or performed by Borrower pursuant to the Note or this Deed of Trust including but not limited to the occupancy of property by Borrower provision; or (c) the occurrence of any event which, under the terms of the Note, shall entitle the Lender to exercise the rights or remedies thereunder; or (d) the occurrence of any event which, under the terms of any senior note or deed of trust shall entitle the Lender to exercise the rights or remedies thereunder.

### **5.2. Acceleration and Sale.**

(a) **Acceleration.** Except as provided in Section 4.7, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, upon Borrower's failure to make any payment or to perform any of its obligations, covenants and agreements pursuant to the Note, Lender shall mail notice to Borrower as provided in Section 6.9 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower

of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect from the Borrower, or sale proceeds, if any, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

(b) **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower will have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of the judgment enforcing this Deed of Trust if: (1) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note, had no acceleration occurred; (2) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, remedies including, but not limited to, reasonable attorneys' fees; and (3) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

(c) **Sale.** After delivery to Trustee of a Notice of Default and Demand for Sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Borrower Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Borrower, Trustee or the Lender, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee and after deducting all costs, expenses and fees of Trustee and of this Deed of Trust, Trustee shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the Note or otherwise, or representing advances made or costs or expenses paid or incurred by the Lender under this Deed of Trust, or the secured obligations or any other instrument evidencing or securing any indebtedness hereby secured and to the payment of all other sums then secured thereby, including interest as provided in this Deed of Trust, the secured obligations or any other such instrument, in such order as the Lender shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

(d) **Assignment of Rents; Appointment of Receiver; Lender in Possession.** Upon acceleration under paragraph (a) of Section 5.2 hereof or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (if any) including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received. The provisions of this paragraph and paragraph (a) of Section 5.2 shall operate subject to the claims of prior lien holders.

5.3. **Exercise of Remedies; Delay.** No exercise of any right or remedy by the Lender or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by the Lender or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

5.4. **Trustee Substitution.** The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Lender, to be exercised at any time hereafter, without specifying any reason therefore by filing for record in the office where this Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Lender deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally names as trustee or as one of the trustees.

5.5. **Remedies Cumulative.** No remedy herein contained or conferred upon the Lender or Trustee is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the Lender or Trustee but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

## 6. MISCELLANEOUS PROVISIONS

6.1. **Successors, Assigns, Gender, Number.** The covenants and agreements contained in this Deed or Trust shall bind, and the benefit and advantages under it shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

6.2. **Headings.** The headings are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed of Trust, or of any particular provision thereof, or the proper construction thereof.

6.3. **Actions on Behalf of the Lender.** Except as otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by the Lender is required or permitted under this Deed of Trust, such action shall be in writing.

6.4. **Terms.** The words "the Lender" means the present Lender, or any future owner or holder, including pledgee of the indebtedness secured hereby.

6.5. **Obligations of Borrower.** If more than one person has executed this Deed of Trust as "Borrower," the obligations of all such persons hereunder shall be joint and several.

6.6. **Severability.** If any provision of this Deed of Trust shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

6.7. **Indemnification.** Borrower will indemnify and hold the Lender, its officers and agents harmless against any and all losses, claims, demands, penalties and liabilities which the Lender, its officers or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this Deed of Trust and not assert any claim against the Lender, its officers or agents by reason of any action so taken or omitted. Borrower shall, at Borrower's expense, defend, indemnify, save and hold the Lender, its officers and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this Deed of Trust and Borrower shall pay the Lender upon demand all claims, judgments, damages, losses or expenses (including reasonable legal expense) incurred by the Lender as a result of any legal action arising out of this Deed of Trust.

6.8. **Notice.** Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail directed to the Property Address or any other address Borrower designates by notice to Lender as provided herein; and, (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's mailing address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall deem to have been given to Borrower or Lender when given in the manner designated herein.

6.9. **Statement of Obligation.** Lender may collect a fee not to exceed \$15 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

6.10. **Use of Property.** Borrower shall not permit or suffer the use of any of the Property for any purpose other than as a single family residential dwelling.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust on the day and year set forth above. By signing below, Borrower agrees to the terms and conditions as set forth above.

MAILING ADDRESS FOR NOTICES:

SIGNATURE OF BORROWER(s):

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

Acknowledgements

STATE OF CALIFORNIA

)

COUNTY OF ORANGE

)

)

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

## TRUTH- IN -LENDING DISCLOSURE STATEMENT

1. CONTRACT AMOUNT \$ \_\_\_\_\_
2. CONTINGENCY AMOUNT \$ \_\_\_\_\_
3. TOTAL FINANCE CHARGES \$ \_\_\_\_\_
4. TOTAL AMOUNT FINANCED \$ \_\_\_\_\_
5. INTEREST \$ \_\_\_\_\_
6. TOTAL PAYMENTS \$ \_\_\_\_\_
7. ANNUAL PERCENTAGE RATE: TBD%

Interest will be due and accumulate at a non-compounding simple interest rate of \_\_\_\_% per year for a period of 15 years from the date of this loan. Annual interest rate shall be calculated as follows: (simple interest rate of \_\_\_\_%) x (amount of unpaid principal). Total interest shall be the sum of the annual interest amounts as annually calculated throughout the term of the loan. Interest shall not be compounded.

8. THE TOTAL OF PAYMENTS IS \$ \_\_\_\_\_, payable in 180 equal monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), beginning \_\_\_\_\_, 20\_\_, and continuing thereafter on the 1st day of each month until the entire loan is paid. In addition, the loan will become immediately due and payable for reasons outlined in the Garden Grove Sanitary District Private Sewer Lateral Loan Agreement.

9. SECURITY

Regardless of any other agreement between the District and you, or any third party, which now exists, this loan will be secured by a Deed of Trust covering real property, located at \_\_\_\_\_ in the City of Garden Grove, California.

10. PREPAYMENT

There is no prepayment penalty. The loan can be paid in full at any time.

11. PROPERTY INSURANCE

Property insurance is required on the collateral described above. This insurance cannot be obtained from or through the District; you may choose the person through whom the insurance is obtained. The insurer must be acceptable to the District.

12. CREDIT INSURANCE

Credit life insurance or credit life and disability insurance are not required as a condition to this loan. Such insurance will not be provided in connection with this loan.

The undersigned requests the Garden Grove Sanitary District to proceed with the making to the above-described loan in reliance upon the foregoing representations.

Date: \_\_\_\_\_ Owner: \_\_\_\_\_



**EXPIRATION OF RESCISSION PERIODS**  
**Direct Loans**  
**(Truth in Lending –Garden Grove Sanitary District Private Sewer Lateral Loan)**

Owner's Name	Loan Amount	Address
	\$10,000.00	

In connection with the agreement of Garden Grove Sanitary District to make the loan described above, which will be secured by a Deed of Trust on the residence listed above, each of the undersigned hereby represents as follows:

1. The undersigned understands the terms of this Agreement and its attachments.
2. The undersigned will inform the Garden Grove Sanitary District within three days of today's date should any of them desire to rescind or terminate this transaction.
3. The undersigned acknowledges that this loan will not be funded for at least three days from today, in order to provide them with an opportunity to rescind should they so desire.
4. The Garden Grove Sanitary District agreed, subject only to the occurrence of certain conditions, to make the above described loan and delivered to each of the undersigned a Disclosure Statement setting forth the terms of said loan and a Notice of Right of Rescission advising each of the undersigned of their right to rescind and cancel said transaction in accordance with the Truth in Lending Act on or before the date the undersigned executed this document.
5. Prior to the date shown on the next page, no proceeds of said loan have been disbursed to or for the benefit of any of the undersigned.
6. None of the undersigned have canceled or rescinded the above described loan transaction nor have any of the undersigned notified said District of any intention to cancel or rescind said loan transaction.

The undersigned requests the Garden Grove Sanitary District to proceed with the making of the above-described loan in reliance upon the foregoing representations.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

## **City Of Garden Grove**

### **INTER-DEPARTMENT MEMORANDUM**

To:	Matthew Fertal	From:	Keith G. Jones
Dept:	General Manager	Dept:	Public Works
Subject:	PRIVATE SEWER LATERAL LOAN PROGRAM	Date:	January 22, 2008

#### **OBJECTIVE**

To obtain the Board of Directors approval on the proposed Private Sewer Lateral Loan Program and authorize the General Manager or his designee to execute all loan documents necessary to implement the program.

#### **BACKGROUND**

To comply with the Orange County Coastkeeper Settlement Agreement in 2006, the Garden Grove Sanitary District (GGSD) is required to implement a Private Sewer Lateral Low Interest Loan Program. As part of the requirements, GGSD agreed to commit an annual allocation of \$45,000 per year through 2010 to fund low interest loans to property owners for the repair and/or replacement of their private sewer laterals.

#### **DISCUSSION**

Funding of the program is limited to \$45,000 annually and is available on a first-come, first-serve basis to qualified applicants. The proposed loan program will provide Garden Grove single-home property owners a maximum of \$10,000 to repair and or replace their damaged private sewer laterals. Eligible property owners will be required to complete an application and submit written or video assessment of their sewer lateral from a licensed contractor. Staff will review the assessment and determine eligibility.

The loan will accrue simple annual interest at the City's current portfolio rate, which is currently 4.06 percent. The loan, including accrued interest, is due and payable in 15 years, upon transfer or lease of property, refinancing, or when the borrower no longer occupies the property as his or her principal place of residence. Payments will be made on a monthly basis and there are no prepayment penalties.

The borrower will be required to sign loan documents, which have been approved by District Counsel. The Private Sewer Lateral Loan Program Guidelines, outlining the Program's review and loan procedures, as well as loan terms, have been attached for your reference. Staff is currently in the process of amending the current agreement with Ameri-National, who administers the City's home-

PRIVATE SEWER LATERAL  
LOAN PROGRAM  
January 22, 2008  
Page 2

**improvement loans.** The amended contract will expand the scope of work to include administration of the Private Sewer Lateral Loan Program. Ameri-National will process loan documents, record and track payments, and provide other necessary loan management services.

**FINANCIAL IMPACT**

There is no financial impact to the General Fund. Sewer Enterprise funds for the program are available in the adopted budget.

**COMMUNITY VISION**

To maintain and upgrade the sewer system to ensure maximum protection of public health and the environment by implementing programs and policies to prevent sewer system overflows, as outlined in the City's Strategic Plan.

**RECOMMENDATION**

It is recommended that the Garden Grove Sanitary District Board:

- Approve the proposed Private Sewer Lateral Loan Program
- Authorize the General Manager or his designee to execute all loan documents necessary to implement the program

KEITH G. JONES  
Director of Public Works

By: Ann Cao  
Sr. Administrative Analyst

Attachment: Private Sewer Lateral Loan Program Guidelines

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6  
7 **LODGED**

8  
9 **JAN 26 2006**

10 CLERK, U.S. DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 SOUTHERN DIVISION AT SANTA ANA  
13

14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**

16  
17 **ORANGE COUNTY COASTKEEPER, a non-**  
18 **profit organization,**

19 **Plaintiff,**

20 **v.**

21 **THE CITY OF GARDEN GROVE, a**  
22 **municipal corporation,**

23 **Defendant.**

**CASE NO.: SACV 05-66 JVS (MLGx)**

**STIPULATED DISMISSAL and**  
**SETTLEMENT AGREEMENT;**  
**(PROPOSED) ORDER**

**(Federal Water Pollution Control Act,**  
**33 U.S.C. §§ 1251 to 1387)**

24 **Plaintiff Orange County Coastkeeper ("Coastkeeper") and defendants City of Garden**  
25 **Grove and Garden Grove Sanitary District (collectively, "Garden Grove"), by and through**  
26 **their attorneys of record, hereby enter into this stipulation, dismissal, and settlement**  
27 **agreement.**

28 **WHEREAS, Orange County Coastkeeper is a non-profit corporation dedicated to the**

1 preservation, protection and defense of the environment, the wildlife and the natural  
2 resources of the coastal waters in Orange County;

3 WHEREAS, Garden Grove operates the sewage collection system for the City of  
4 Garden Grove;

5 WHEREAS, on January 18, 2005, Plaintiff Coastkeeper filed an action against  
6 Garden Grove alleging violations of the Clean Water Act in the form of Sanitary Sewer  
7 Overflows ("SSOs") pursuant to the citizen suit provision of the Clean Water Act (33 U.S.C.  
8 section 1365 et seq.);

9 WHEREAS, Coastkeeper filed its lawsuit in the United States District Court, Central  
10 District of California, and such lawsuit was designated as case number SACV 05-0066 JVS  
11 (MLGx) ("Complaint");

12 WHEREAS, Coastkeeper and Garden Grove have agreed to settle this matter and  
13 enter into this Agreement to avoid further expense and the uncertainty of litigation;

14 WHEREAS, Garden Grove and Coastkeeper have engaged in extensive discussions  
15 and freely exchanged information without resorting to formal discovery as otherwise  
16 allowed under the Federal Rules of Civil Procedure;

17 WHEREAS, Garden Grove and Coastkeeper agree that Coastkeeper has standing  
18 to bring this lawsuit;

19 WHEREAS, Garden Grove denies all allegations of the 60-Day Notice and  
20 Complaint;

21 WHEREAS, Coastkeeper and Garden Grove have agreed that it is in the Parties'  
22 mutual interest to enter into the attached Settlement Agreement setting forth terms and  
23 conditions appropriate to resolving the allegations set forth in the Complaint and 60-Day  
24 Notice without further proceedings;

25 WHEREAS, Coastkeeper shall submit this Stipulated Dismissal and Settlement  
26 Agreement to the United States Department of Justice and United States Environmental  
27 Protection Agency for the statutory review period pursuant to 33 U.S.C. § 1365(c) and 40  
28 C.F.R § 135.5 concurrent with its filing with the Court, and parties agree to work in good

1 faith to incorporate any comments those Federal entities may make;

2 WHEREAS, all actions taken by Garden Grove pursuant to this Agreement shall be  
3 made in compliance with all applicable federal, state and local rules and regulations;

4 WHEREAS, a copy of the Settlement Agreement is incorporated hereinto and  
5 attached as Attachment I to this stipulated dismissal and order;

6 NOW THEREFORE, the Parties jointly stipulate as follows:

7 1. The Court has jurisdiction over the subject matter of this action pursuant to  
8 Section 505(a)(1)(A) of the Act, 33 U.S.C. § 1365(a)(1)(A);

9 2. Venue is appropriate in the Central District Court pursuant to Section  
10 505(c)(1) of the Act, 33 U.S.C. § 1365(c)(1), because the Garden Grove Facilities at which  
11 the alleged violations took place are located within this District;

12 3. The Parties request that this Court retain jurisdiction over this action for the  
13 purpose of enforcing compliance by the Parties with the terms of the Settlement Agreement  
14 and;

15 4. Coastkeeper's Action against Garden Grove will be dismissed with prejudice  
16 after expiry of the 45-day comment period for the United States Environmental Protection  
17 Agency and the Department of Justice.

18 Dated: 25 Jan 2006

LAWYERS FOR CLEAN WATER, INC.

19  
20 By:   
21 DANIEL COOPER, Attorneys for  
22 Orange County Coastkeeper

23 WOODRUFF, SPRADLIN & SMART, P.C.

24  
25 By: \_\_\_\_\_  
26 Thomas L. Woodruff  
27 Patrick M. Desmond  
28 Attorneys for Defendants  
CITY OF GARDEN GROVE and  
GARDEN GROVE SANITARY

1 faith to incorporate any comments those Federal entities may make;

2 WHEREAS, all actions taken by Garden Grove pursuant to this Agreement shall be  
3 made in compliance with all applicable federal, state and local rules and regulations;

4 WHEREAS, a copy of the Settlement Agreement is incorporated hereinto and  
5 attached as Attachment I to this stipulated dismissal and order;

6 NOW THEREFORE, the Parties jointly stipulate as follows:

7 1. The Court has jurisdiction over the subject matter of this action pursuant to  
8 Section 505(a)(1)(A) of the Act, 33 U.S.C. § 1365(a)(1)(A);

9 2. Venue is appropriate in the Central District Court pursuant to Section  
10 505(c)(1) of the Act, 33 U.S.C. § 1365(c)(1), because the Garden Grove Facilities at which  
11 the alleged violations took place are located within this District;

12 3. The Parties request that this Court retain jurisdiction over this action for the  
13 purpose of enforcing compliance by the Parties with the terms of the Settlement Agreement  
14 and;

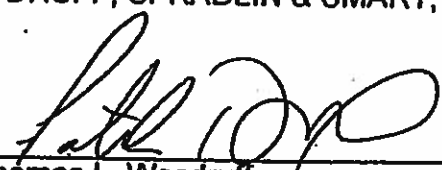
15 4. Coastkeeper's Action against Garden Grove will be dismissed with prejudice  
16 after expiry of the 45-day comment period for the United States Environmental Protection  
17 Agency and the Department of Justice.

18 Dated: January 26 2006

LAWYERS FOR CLEAN WATER, INC.

19  
20  
21 By: \_\_\_\_\_  
DANIEL COOPER, Attorneys for  
Orange County Coastkeeper

22  
23 WOODRUFF, SPRADLIN & SMART, P.C.

24  
25  
26 By:  \_\_\_\_\_  
Thomas L. Woodruff  
Patrick M. Desmond  
Attorneys for Defendants  
CITY OF GARDEN GROVE and  
GARDEN GROVE SANITARY

DISTRICT[PROPOSED] ORDER

Based on the above stipulation of the parties,

IT IS HEREBY ORDERED that the 45-day statutory comment period having expired,  
the above captioned action is dismissed with prejudice as to Garden Grove.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction over this matter  
for the purpose of enforcing compliance by the Parties with the terms of the Settlement  
Agreement.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

The Honorable James V. Selna  
UNITED STATES DISTRICT JUDGE  
CENTRAL DISTRICT OF CALIFORNIA

Submitted by

LAWYERS FOR CLEAN WATER, INC.

By \_\_\_\_\_

Daniel Cooper  
Attorney for Plaintiff  
ORANGE COUNTY COASTKEEPER



**ATTACHMENT 1**  
**SETTLEMENT AGREEMENT**

**I. INTRODUCTION**

This Settlement Agreement ("Agreement") is made and intended to become effective upon entry by the Court ("Effective Date"), by and between Orange County Coastkeeper ("COASTKEEPER") and the City of Garden Grove and Garden Grove Sanitary District ("GARDEN GROVE").

NOW, THEREFORE, without adjudication of any issue of fact or law, the Parties to this Agreement, by their authorized officials, agree as follows:

**II. EFFECT OF AGREEMENT**

1. Upon the Effective Date of this Agreement, COASTKEEPER hereby releases GARDEN GROVE, and each of its heirs, executors, council members, directors, administrators, successors, assigns, partners, officers, agents, servants and employees, from any and all alleged Clean Water Act violations that have or could have been claimed in the Complaint, known or unknown, up through the Effective Date of this Agreement. Except for future claims that GARDEN GROVE failed to comply with the Agreement, COASTKEEPER further releases GARDEN GROVE, and its successors and assigns, from all claims pertaining to alleged violations of the Clean Water Act related to the operation of its collection system and Municipal Separate Stormwater Sewer System ("MS4") that may occur between the Effective Date and the Termination Date of this Agreement.

2. Upon the Effective Date of this Agreement, GARDEN GROVE hereby releases COASTKEEPER and its members, attorneys, agents, and employees from any and all liability, including liability for penalties, mitigation, attorney's fees, expert fees and other costs of litigation arising out of the claims asserted in the Complaint.

3. This Agreement is not, and shall not be construed as an admission on the part of GARDEN GROVE of any of the allegations set forth by COASTKEEPER in the Complaint. Rather, this Agreement represents a commitment on the part of GARDEN

1 GROVE to implement its Sewer System Rehabilitation Plan ("SSRP") and System  
2 Evaluation and Capacity Assurance Plan ("SECAP"), both of which were previously  
3 submitted to the Santa Ana Regional Water Quality Control Board ("RWQCB") as required  
4 by RWQCB Order No. R8-2002-0014. GARDEN GROVE's SECAP is attached hereto as  
5 Exhibit "A" and GARDEN GROVE's SSRP is attached hereto as Exhibit "B".

6 **III. TERMS**

7 **A. System Capacity Assessment**

8 5. As set forth in its SECAP, GARDEN GROVE shall consider pipes within its  
9 existing collection system to be Capacity ("Capacity") deficient when the depth to diameter  
10 ratio is above 0.62 at peak dry weather flows.

11 6. As set forth in its SECAP, all new pipes added by GARDEN GROVE to its  
12 collection system which are 15 inches in diameter or smaller shall be designed to flow at or  
13 below a depth to diameter ratio of .5 during peak dry weather flows.

14 7. As set forth in its SECAP, all new pipes added by GARDEN GROVE to its  
15 collection system which are 18 inches in diameter and larger will be designed to flow at or  
16 below a depth to diameter ratio of .62 during peak dry weather flows.

17 8. As set forth in its SECAP, average dry weather flows in GARDEN GROVE's  
18 collection system were estimated using unit flow factors, extensive flow monitoring data  
19 and hydraulic modeling. COASTKEEPER represents that it has been given sufficient  
20 opportunity to review, and that it has reviewed the data and methodology used by  
21 GARDEN GROVE, in calculating average dry weather flows in its collection system.  
22 COASTKEEPER agrees that this method, which is set forth in GARDEN GROVE's SECAP,  
23 is an appropriate method for calculating average dry weather flows in GARDEN GROVE's  
24 collection system.

25 9. As set forth in its SECAP, GARDEN GROVE shall use the following formula  
26 to calculate peak dry weather flows within its collection system:

27 
$$Q_{pdw} = 2.0 \times Q_{adw}^{0.92}$$

28 Where  $Q_{pdw}$ =peak dry weather flow and  $Q_{adw}$ =average dry weather

1 flow; and

2 Where Q<sub>adw</sub> and Q<sub>pdw</sub> are in units of cubic feet per second

3 10. As set forth in its SECAP, GARDEN GROVE shall use the following formula  
4 to calculate peak wet weather flows within its collection system:

$$Q_{pww} = 1.4 \times Q_{pdw}$$

6 Where Q<sub>pww</sub>=peak wet weather flow and Q<sub>pdw</sub>=peak dry weather flow; and

7 Where Q<sub>pww</sub> and Q<sub>pdw</sub> are in units of cubic feet per second

8 **B. System Condition Assessment/Inspection**

9 11. In February 2004, GARDEN GROVE undertook to inspect and assess its  
10 entire collection system via closed circuit television ("CCTV") to identify Condition  
11 ("Condition") defects in its collection system ("Initial Condition Assessment Project").  
12 GARDEN GROVE shall complete its Initial Condition Assessment Project by July 1, 2008.  
13 In 2004, GARDEN GROVE inspected and assessed 19% of its sewage collection system.  
14 GARDEN GROVE's goals for inspecting and assessing the remaining 81% of its sewage  
15 collection system are as follows:

16 Year Goal Percentage to Inspect and Assess

17 2005 25%

18 2006 28%

19 2007 28%

20  
21 12. GARDEN GROVE will use the following grading system to rank identified  
22 Condition deficiencies in its collection system during the Initial Condition Assessment  
23 Project:

24 No Defects: Pipes with no structural, operation and maintenance or construction  
25 feature defects

26 Minor: Pipes with slight sags, cracks, and small joint offsets

27 Moderate: Pipes with fractures, cracks, small and medium joint  
28 offsets

Major: Pipes with multiple fractures, medium joint offsets and sags

Severe: Deformed pipe, hole in pipe, broken pipe and large joint offsets

Such grading shall be performed in accordance with the SSRP attached hereto as Exhibit "B."

13. After completion of the Initial Condition Assessment Project, GARDEN GROVE shall reinspect its collection system, via CCTV, according to the following schedule:

- a.. Portions of GARDEN GROVE's collection system ranked No Defects and Minor shall be CCTV inspected and evaluated once every ten years.
- b.. Portions of GARDEN GROVE's collection system ranked Moderate shall be CCTV inspected and evaluated once every five years.
- c. Portions of GARDEN GROVE's collection system ranked Major shall be CCTV inspected and evaluated once every three years.
- d. Portions of GARDEN GROVE's collection system ranked Severe shall be CCTV inspected annually and evaluated to determine if immediate corrective action is needed.
- e. Portions of GARDEN GROVE's collection system with operational and maintenance deficiencies, except identified hot spots, shall be CCTV inspected and evaluated once every four years.

14. As structural deficiency mitigation projects are implemented by GARDEN GROVE, reaches of GARDEN GROVE's collection systems affected by such projects shall have their conditions reclassified for purposes of Condition assessment and follow-up CCTV inspection and evaluation.

**C. Condition and Capacity Capital Improvements**

15. GARDEN GROVE will implement Condition deficiency correction projects and Capacity deficiency mitigation projects (collectively referred to as "Capital Improvement Projects") to its collection system as more particularly set forth in this Agreement.

1        16. GARDEN GROVE shall implement Capacity deficiency mitigation projects  
2 necessary to address currently identified Capacity deficiencies in its collection system.  
3 GARDEN GROVE shall do so by following the capital improvement schedule set forth in  
4 Table 5 of its SECAP, which is attached hereto as Exhibit "A" and referenced in Section 4  
5 above.

6        17. In any fiscal year which spans from July 1 to June 30 of the following year,  
7 GARDEN GROVE will spend a minimum of \$3,500,000 (July 2005 dollars) on Capital  
8 Improvement Projects to address Capacity and Condition deficiencies during the term of  
9 this Agreement. GARDEN GROVE's average expenditures, including assessment, design  
10 and construction of Capital Improvement Projects to address Capacity and Condition  
11 deficiencies for any consecutive three fiscal year period will be greater than or equal to  
12 \$5,000,000 per year. The average expenditures shall be calculated by taking the total  
13 expenditures over a consecutive three-year period and dividing it by three. For the  
14 purposes of this Agreement, funds shall be deemed expended by GARDEN GROVE if they  
15 are actually spent or encumbered by a valid enforceable contract to provide labor, materials  
16 and/or services to address Capacity or Condition deficiencies in GARDEN GROVE's  
17 sewage collection system. In the event GARDEN GROVE terminates a valid enforceable  
18 contract awarded to carry out the elimination of Capacity or Condition deficiencies prior to  
19 payment of all amounts due under the contract, the unexpended amounts of said contract  
20 shall be carried forward to the next fiscal year and be spent by GARDEN GROVE to fulfill  
21 its obligations under this Agreement. For the purposes of calculating minimal yearly  
22 expenditures, projects which exclusively address Capacity issues caused by new  
23 development not set forth in GARDEN GROVE's current general plan of land uses will not  
24 be considered.

25        18. GARDEN GROVE plans to fund its capital improvement projects through debt  
26 financing in the amount of \$48 million supported by an already adopted sewer rate  
27 increase. GARDEN GROVE intends to issue the first portion of its debt instruments, in the  
28 amount of \$30 million, by July 1, 2006 ("First Tranche"). GARDEN GROVE intends to

1 issue the second portion of its debt instrument, in the amount of \$18 million, by July 1,  
2 2013. If, because of factors beyond the control of GARDEN GROVE, this financing plan  
3 fails to be implemented by the scheduled dates or proves deficient in any way in allowing  
4 for the implementation of GARDEN GROVE's Capital Improvement Projects, GARDEN  
5 GROVE shall be provided a Grace Period of one year in which to find alternate financing  
6 for either or both Tranches of its financing for its Capital Improvement Projects.

7 Any failure on the part of GARDEN GROVE to implement Capital Improvement  
8 Projects during the grace period shall not be considered a breach of this Agreement and  
9 COASTKEEPER will refrain from resorting to any form of dispute resolution or alleging a  
10 breach of this Agreement during the grace period. However, in invoking the grace period,  
11 GARDEN GROVE and COASTKEEPER shall abide by the following procedure:

12 a. First Tranche: GARDEN GROVE shall provide COASTKEEPER written  
13 notification of its intent to invoke the grace period for the First Tranche of its financing by  
14 July 1, 2006 setting forth the factors supporting the request. The one-year grace period  
15 shall begin to run from the date of such notification.

16 b. Second Tranche: No sooner than July 1, 2011, COASTKEEPER shall  
17 request in writing that GARDEN GROVE provide an estimated date ("Estimated Date") for  
18 the issuance of the Second Tranche. Within sixty days of such request, GARDEN GROVE  
19 shall provide COASTKEEPER with a written response setting forth its best estimate of the  
20 date when the Second Tranche will occur. In the event GARDEN GROVE intends to  
21 invoke the grace period for the Second Tranche of its financing it shall provide  
22 COASTKEEPER written notification of its intent at least 120 days prior to the Estimated  
23 Date setting forth the factors supporting the request.

24 19. GARDEN GROVE shall prioritize its program of future Capacity related  
25 projects according to the SECAP attached hereto as Exhibit "A." However, prioritization  
26 shall be subject to, and GARDEN GROVE shall be permitted to adjust and reprioritize it  
27 based on, best engineering judgment and practice.

28 20. GARDEN GROVE shall prioritize its program of future Condition related

1 projects according to the SSRP attached hereto as Exhibit "B." However, such prioritization  
2 shall be subject to, and GARDEN GROVE shall be permitted to adjust and reprioritize it  
3 based on, best engineering judgment and practice.

4 **D. Hotspots**

5 21. Reaches of GARDEN GROVE's sewage collection system are identified as  
6 "hotspots" if, through CCTV inspections, it is revealed that the flow in a given reach is  
7 significantly impaired by a sag, ball roots or grease. Once a reach is identified as a  
8 hotspot, the reach is placed on a hotspot list and remains on that list until, in the case of a  
9 sag, the reach is replaced or, in the case of ball roots or grease, measures are taken so as  
10 to make it reasonably likely that the source of the ball roots or grease will not continue to  
11 create a flow impedance.

12 22. Following a sanitary sewage overflow, GARDEN GROVE shall perform a  
13 CCTV inspection of all district owned reaches of its collection system that are necessary to  
14 identify the source or cause, so as to allow GARDEN GROVE to determine the necessity of  
15 adding one or more reaches to its hotspot list.

16 23. GARDEN GROVE currently uses the hotspot cleaning cycle contained in  
17 Exhibit "B" attached hereto and referenced in Section 4 above. GARDEN GROVE agrees  
18 to continue this hotspot line-cleaning schedule.

19 **E. Non-Hotspot Cleaning**

20 24. GARDEN GROVE is currently on a cleaning cycle under which all non-  
21 hotspot reaches of its collection system are cleaned every three years. GARDEN GROVE  
22 agrees to maintain this non-hotspot line-cleaning schedule.

23 **F. SSO Reporting**

24 25. GARDEN GROVE shall conduct quarterly training with all staff members  
25 responsible for the reporting of sanitary sewer overflows in order to review with such staff  
26 members GARDEN GROVE's SSO Overflow Emergency Response Plan dated January  
27 1,2003 and procedure for accurate and complete sanitary sewer overflow reporting.  
28 GARDEN GROVE reserves the right to update its SSO Overflow Emergency Response

1 Plan from time to time. COASTKEEPER agrees that to the extent GARDEN GROVE  
2 updates its SSO Overflow Emergency Response Plan, the updated version shall form the  
3 basis of GARDEN GROVE's quarterly training.

4 **G. FOG PROGRAM**

5 26. Following an SSO in which the source is determined to be a Food Service  
6 Establishment ("FSE") in GARDEN GROVE, GARDEN GROVE shall take the following  
7 steps to enforce its Fats, Oils and Grease ("FOG") Ordinance:

8 a. A staff member of GARDEN GROVE'S Environmental Compliance  
9 Division ("ECD") shall inspect the FSE. GARDEN GROVE will make every effort to inspect  
10 such FSE within one business day of the SSO. Such inspection shall consist of an  
11 examination of the FSE's facilities, procedures, practices and FOG characterization logs.  
12 Such inspection shall also include, where possible, a meeting with the proprietor and/or  
13 property owner to discuss the SSO and the importance of using Best Management  
14 Practices ("BMPs").

15 b. A staff member of GARDEN GROVE'S "ECD" will review the spill history  
16 of the FSE.

17 c. GARDEN GROVE shall send a Notice of Correction to the FSE. Such  
18 letter shall describe the cause of the SSO that has been attributed to the FSE, outline  
19 pertinent parts of GARDEN GROVE's FOG Ordinance and suggest remediation methods.  
20 Such letter will require the recipient to acknowledge receipt within 30 days

21 d. If an SSO occurs that is attributed to an FSE after a Notice of Correction  
22 has been sent to that FSE, a Notice of Violation will be sent to that FSE. Such letter shall  
23 describe the cause of the SSO that has been attributed to the FSE, outline pertinent parts  
24 of GARDEN GROVE's FOG Ordinance, describe remediation methods and demand that  
25 the FSE begin to take such remediation methods within 90days of receipt of the Notice of  
26 Violation.

27 e. If an FSE fails to begin to take remediation methods within 90days of  
28 receipt of the Notice of Violation, the case will be referred to GARDEN GROVE'S City



1 Attorney with a request that administrative or judicial proceedings be commenced to  
2 impose penalties.

3 Upon the first occurrence of an SSO that is attributable to an FSE, GARDEN  
4 GROVE shall, at the least, perform the inspection described in paragraph and send the  
5 Notice of Correction described in paragraph b above. However, GARDEN GROVE retains  
6 discretion to issue a Notice of Violation, issue a citation or refer a case to its City Attorney  
7 in lieu of a Notice of Correction when circumstances indicate more action is appropriate

8 H. Flow Monitoring

9 27. GARDEN GROVE agrees that within one year of the Effective Date of this  
10 Agreement, GARDEN GROVE shall purchase and install five sanitary sewer overflow  
11 monitors ("SSO Monitors"). Such SSO Monitors shall be installed at the five locations in  
12 GARDEN GROVE's collection system with the greatest calculated likelihood of a sanitary  
13 sewer overflow.

14 28. GARDEN GROVE agrees that it shall install ten flow monitors in its collection  
15 system. Such flow monitors shall be installed at the ten locations in GARDEN GROVE's  
16 collection system with the greatest calculated capacity deficiency that is not being  
17 monitored by an SSO Monitor. GARDEN GROVE shall only be required to keep flow  
18 monitors at these ten locations during the continuous four-month period between  
19 December 1 and March 31 ("wet weather period"). The flow monitors shall be capable of  
20 recording the depth from which the occurrence of an SSO can be determined.

21 29. Once peak dry weather flows in areas of GARDEN GROVE's collection  
22 system being monitored by an SSO Monitor or a flow monitor are returned to a depth to  
23 diameter ratio of .62 or less through Capacity deficiency mitigation projects, GARDEN  
24 GROVE shall remove the SSO Monitor or flow monitor from that area and install it in the  
25 unmonitored location in its collection system with the highest calculated Capacity  
26 deficiency.

27 30. GARDEN GROVE's obligation to install flow monitors and SSO Monitors in its  
28 collection system shall cease upon the termination date of this Agreement or when no

1 reaches of GARDEN GROVE's collection system have a calculated or monitored peak dry  
2 weather flow greater than 0.62.

3 **I. Compliance Reporting**

4 31. ~~GARDEN GROVE shall send to COASTKEEPER all updates to an audit of~~  
5 the SSRP which are submitted to the RWQCB. Such documents shall be sent to  
6 COASTKEEPER at the time they are submitted to the RWQCB. Further, GARDEN  
7 GROVE shall send to COASTKEEPER, on an annual basis, its monthly spill reports to the  
8 RWQCB. Such reports shall be sent to COASTKEEPER by January 31 of the year  
9 following the year in which the reports were generated. All reports provided under this  
10 provision shall be sent to COASTKEEPER at the address set forth in the Notices section of  
11 this Agreement.

12 **IV. DISPUTE RESOLUTION**

13 32. The dispute resolution procedure set forth herein shall be the exclusive  
14 mechanism to resolve any dispute arising under this Agreement.

15 33. The Court shall retain jurisdiction to resolve disputes which arise between the  
16 Parties under the terms of this Agreement. However, neither Party may resort to the Court  
17 for dispute resolution unless and until the Parties engage in all of the following dispute  
18 resolution mechanisms:

- 19 a. Informal Negotiations: Any dispute that arises under the terms of this  
20 Agreement shall initially be subject to a period of good faith informal  
21 negotiations, which shall not exceed beyond 60 days unless the  
22 Parties otherwise mutually agree in writing to an extension of the  
23 informal negotiation period. A dispute shall be considered to have  
24 arisen and the 60 day informal negotiation period shall begin to run on  
25 the date one party sends, via first-class mail, written notification  
26 specifically referencing the applicable provision(s) of this Agreement  
27 and describing the dispute and requesting a meeting with the other  
28 party. The Parties shall meet and confer in good faith to resolve this

1 dispute. Completion of the informal negotiation period shall be  
2 deemed a condition precedent to requesting mediation and/or filing a  
3 motion with the court to resolve a dispute under this Agreement.

- 4 b. Mediation: If the Parties cannot resolve the dispute within the 60 day  
5 informal negotiation period described in the paragraph immediately  
6 above, and there has been no agreement to extend the informal  
7 negotiation period, either Party may require that the dispute proceed to  
8 mediation. The Party demanding mediation shall send written notice to  
9 the other party, via first-class mail, of its demand to proceed with  
10 mediation (hereafter referred to as "Mediation Notice"). Once  
11 mediation is demanded by one party, the Parties shall work in good  
12 faith to mutually agree to a mediator within 30 days of the date the  
13 Mediation Notice is sent. If the Parties are unable to mutually agree to  
14 a mediator within 30 days of the date the Mediation Notice is sent, the  
15 Parties agree to allow the case administrator at Judicial Arbitration and  
16 Mediation Services ("JAMS"), Judicate West or other certified  
17 Alternative Dispute Resolution service in Orange County, California, to  
18 appoint an appropriate mediator based on the facts of this case. Each  
19 Party will be permitted to submit a brief letter, not to exceed five pages,  
20 outlining the facts of this case, to aide the case administrator in  
21 selecting an appropriate mediator. The dispute shall be mediated  
22 within 60 days of selection or appointment of a mediator. All charges  
23 (fees, costs, etc.) generated by a mediator for mediation of a dispute  
24 under this Agreement shall initially be borne equally by the Parties.  
25 The Parties shall meet and confer in good faith with the mediator to  
26 resolve this dispute. Mediation cannot be waived by either Party.  
27 Completion of mediation shall be deemed a condition precedent to  
28 filing any motion with the court seeking resolution of a dispute under

1 this Agreement.

2 c. If the Parties are unable to resolve a dispute arising under this  
3 Agreement through informal negotiation and mediation, either Party  
4 may file a motion with the Court requesting the Court to resolve the  
5 dispute. Such motion must be filed within 30 days of the day mediation  
6 is deemed completed by receipt by the Parties of written notice from  
7 the mediator. Upon the filing of such motion, the opposing party shall  
8 have 30 days in which to file a response to the motion and suggest an  
9 alternate proposal for resolution of the dispute.

10 34. The failure by any Party to adhere to the timelines set forth for resolution of a  
11 dispute shall act to forever bar that Party from seeking any relief regarding the dispute  
12 raised by that Party in an untimely manner pursuant to paragraph 33. For example, if a  
13 Party fails to timely serve a request for mediation after informal negotiations have failed that  
14 Party shall be forever barred from proceeding to mediation and/or requesting that the Court  
15 resolve that specific dispute. The Parties may mutually agree, in writing, to opt out of this  
16 time bar provision for any specific dispute.

17 35. Neither party shall be entitled to recover its attorney's fees or related costs,  
18 including experts fees, in conjunction with the resolution of a dispute under this Agreement  
19 achieved pursuant to the Informal Negotiations or Mediations processes provided for in this  
20 Agreement. Notwithstanding the above, the prevailing party in any dispute resolution  
21 proceeding heard and decided by the Court shall be entitled to petition the Court for  
22 recovery of its attorney's fees and related costs, including those incurred directly related to  
23 a Mediation process. Fees and costs shall be awarded as authorized pursuant to Section  
24 1365 (d) of the Clean Water Act.

25 V. **FORCE MAJEURE**

26 36. Separate from, and in addition to, any other limitations on GARDEN  
27 GROVE's obligations under this Agreement, GARDEN GROVE's obligation to comply with  
28 one or more of the provisions of this Agreement shall be deferred to the extent and for the

1 duration that the delay in compliance is caused by an event or circumstances beyond the  
2 reasonable control of GARDEN GROVE or any entity controlled by GARDEN GROVE,  
3 including its contractors, and that could not have been reasonably foreseen and prevented  
4 by the exercise of due diligence by GARDEN GROVE. Delays due to:

- 5 a. Unanticipated or increased costs or expenses associated with the  
6 completion of any work or activity under the Agreement; or
- 7 b. Changed financial circumstances; or
- 8 c. GARDEN GROVE's failure to make timely and bona fide applications  
9 and to exercise diligent efforts to obtain permits; or
- 10 d. Normal inclement weather: shall not, in any event, be considered to be  
11 circumstances beyond GARDEN GROVE's control.

12 37. If any events or circumstances occur which cause or may cause a delay in  
13 GARDEN GROVE's compliance with any provisions of this Agreement and GARDEN  
14 GROVE seeks relief therefrom:

- 15 a. GARDEN GROVE shall provide written notice to COASTKEEPER  
16 within 30 days of the date that GARDEN GROVE knew of the event or  
17 circumstances or should have known of the event or circumstances by  
18 the exercise of due diligence.
- 19 b. GARDEN GROVE's notice shall specifically refer to the applicable  
20 provision(s) of this Agreement and describe the anticipated length of  
21 time the delay may continue, the cause or causes of the delay, the  
22 measures taken or to be taken by GARDEN GROVE to prevent or  
23 minimize the delay, the schedule by which the measures will be  
24 implemented and the anticipated date of compliance. GARDEN  
25 GROVE shall adopt all reasonable measures to avoid and minimize  
26 such delays.
- 27 c. If COASTKEEPER disagrees with GARDEN GROVE's notice, the  
28 Parties shall meet and confer in good faith to determine whether the

1 Parties concur that the delay was or is impossible to avoid, despite  
2 the good faith efforts of GARDEN GROVE. If, after a good faith effort  
3 to resolve the dispute as to whether GARDEN GROVE's delay was or  
4 is impossible to avoid, the Parties cannot resolve the dispute, either  
5 Party may seek dispute resolution under the procedures set forth in  
6 part V. In such proceeding, GARDEN GROVE shall bear the burden  
7 of proving that any delay of any requirement of the Agreement was  
8 caused or will be caused by force majeure and the extent of any delay  
9 attributable to such circumstances.

10 38. GARDEN GROVE has prepared and submitted its SSRP and SECAP to the  
11 RWQCB. To the extent the RWQCB or the State Water Quality Control Board ("SWQCB")  
12 takes action which requires GARDEN GROVE to act inconsistently with its current adopted  
13 SSRP or SECAP or this Agreement, GARDEN GROVE shall not be in violation of this  
14 Agreement if it acts inconsistently with this Agreement but in compliance with the RWQCB  
15 or SWRCB requirements. If there is a dispute between the Parties as to whether an action  
16 by the SWQCB or the RWQCB requires GARDEN GROVE to act inconsistently with the  
17 terms of this Agreement, the Parties will submit in writing to the RWQCB the question of  
18 whether a RWQCB or SWQCB action is inconsistent with this Agreement. To the extent  
19 the RWQCB finds the existence of an inconsistency between a SWRCB or RWQCB action  
20 in this Agreement, Garden Grove shall not be in violation of this Agreement if it acts  
21 inconsistently with this Agreement but is in compliance with the SWRCB or RWQCB  
22 requirements. Following written notification by GARDEN GROVE to COASTKEEPER of an  
23 inconsistency described in this section, GARDEN GROVE shall not be deemed to be in  
24 non-compliance with this Agreement during any period of dispute resolution or final  
25 determination by the RWQCB. If COASTKEEPER brings a separate judicial or  
26 administrative challenge to a SWQCB or RWQCB action which effects this Agreement,  
27 GARDEN GROVE shall not voluntarily and/or actively act as an intervenor or as a party in  
28 opposition to COASTKEEPER's challenge except to the extent required by law. Except as

otherwise provided in this paragraph, GARDEN GROVE shall not independently seek any order or other action by RWQCB that is inconsistent with this Agreement.

#### VI. INCORPORATION AND MODIFICATION

39. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter set forth herein and supersedes any and all prior or other contemporaneous understandings, correspondence, negotiations or agreements, written or oral between them regarding the within subject matter. No alterations, modifications or interpretations hereof shall be binding unless in writing and signed by all of the Parties.

40. Any and all amendments to this Agreement must be in writing and signed by all of the Parties.

41. This Agreement is the result of negotiations in which each Party was represented by counsel of its own selection. Each of the Parties hereby waives any provisions of law to the effect that an ambiguity in a contract, agreement or instrument should be interpreted against the Party that drafted the contract, agreement or instrument.

#### VII. NOTICES

42. All notices under this Agreement shall be sent to the following addresses:

For Garden Grove:	City Manager
	City of Garden Grove
	11222 Acacia Parkway
	Post Office Box 3070
	Garden Grove, CA 92842-3070

For Coastkeeper:	Garry Brown
	Executive Director
	Orange County Coastkeeper

441 Old Newport Boulevard  
Suite 103  
Newport Beach, CA 92663

and:

Daniel Cooper  
Lawyers for Clean Water, Inc.  
1004 O'Reilly Ave  
San Francisco, CA 94129

#### VIII. PAYMENTS

43. Attorney's Fees and Costs. Within 20 days of the entry of the Order approving the Stipulated Dismissal and this Agreement GARDEN GROVE shall pay COASTKEEPER's attorney's fees and costs in the compromised sum of \$163,000.00, as payment of attorneys' services, expert witnesses services and out-of-pocket costs and expenditures incurred by COASTKEEPER for the prosecution and resolution of this action through the Effective Date.

44. Supplemental Environmental Project. GARDEN GROVE shall implement a Supplemental Environmental Project ("SEP") which the Parties agree is intended to secure significant environmental benefits. This SEP shall consist of a Private Lateral Sewer Rehabilitation or Replacement Low Interest Loan Program (PLSRRLILP).

GARDEN GROVE shall commit an annual allocation of \$45,000.00 into a budgetary account to be used to help finance the PLSRRLILP. Any unexpended balance in this account shall be carried over to subsequent years. The above-referenced allocation shall be made for fiscal years 2006-07, 2007-08, 2008-09 and 2009-10. The funds set aside through the PLSRRLILP budgetary allocation shall be used to fund low interest loans to property owners for the rehabilitation or replacement of deficient private lateral sewers in GARDEN GROVE. GARDEN GROVE shall have discretion in establishing the terms and



1 interest rate of such loans. GARDEN GROVE shall take all reasonable and necessary  
2 steps, including setting or modifying the terms and interest of the loan program, to ensure  
3 that the entire amount allocated to the program each year is utilized for loans for defective  
4 lateral repair or replacement during each fiscal year.

5 GARDEN GROVE shall require CCTV inspections of private laterals whenever  
6 GARDEN GROVE finds that a sewage overflow emanating from a private lateral line has  
7 reached public property or onto the private property of a third party.

8 GARDEN GROVE shall require property owners to replace lateral lines found to  
9 have any of the following uncorrectable conditions: Sags, root intrusion, substantial  
10 deterioration of lines or other conditions which present a substantial likelihood of continued  
11 SSO's but that cannot be corrected through means other than replacement.

12 All debt service received by GARDEN GROVE in conjunction with its PLSRRP  
13 program shall be returned to the PLSRRP budgetary allocation account.

14 45. All payments to COASTKEEPER shall be made by check made payable to  
15 Lawyers For Clean Water, Attorney-Client Trust Account and shall be sent via overnight  
16 delivery to the following address:

17 Daniel Cooper, Esq.  
18 Lawyers For Clean Water, Inc.  
19 1004 "A" O'Reilly Avenue  
20 San Francisco, CA 94129

21 **IX. TERMINATION**

22 46. This Agreement shall terminate ten years from its effective date ("Termination  
23 Date").

24 **X. COUNTERPARTS**

25 47. This Agreement may be signed in counterparts and its validity shall not be  
26 challenged on that basis.

27 48. The provisions of this Agreement shall bind COASTKEEPER and GARDEN  
28 GROVE (collectively "Parties"), including any successors or assigns. The Parties certify.

1 execute it on behalf of the Parties, and to legally bind the Parties to its terms.

2 WE HEREBY CONSENT to the entry of this Settlement Agreement.

3 Dated: \_\_\_\_\_ 2006

4 ORANGE COUNTY COASTKEEPER

5  
6 By: \_\_\_\_\_  
7 GARRY BROWN, Executive Director

8 APPROVED AS TO FORM AND CONTENT

9 Dated: 25 Jan 2006

10 LAWYERS FOR CLEAN WATER, INC.

11  
12 By:  \_\_\_\_\_  
13 DANIEL COOPER, Attorneys for  
14 Orange County Coastkeeper  
15 BRIGGS LAW CORPORATION

16 Dated: \_\_\_\_\_ 2006

17  
18 By: \_\_\_\_\_  
19 CORY BRIGGS, Attorneys for  
20 Orange County Coastkeeper

21 Dated: \_\_\_\_\_ 2006

22 CITY OF GARDEN GROVE

23  
24 By: \_\_\_\_\_  
25 William Dalton, Mayor

26 Dated: \_\_\_\_\_ 2006

27 GARDEN GROVE SANITARY DISTRICT

28  
By: \_\_\_\_\_  
William Dalton, President

execute it on behalf of the Parties, and to legally bind the Parties to its terms.

WE HEREBY CONSENT to the entry of this Settlement Agreement.

Dated: January 24, 2006

ORANGE COUNTY COASTKEEPER

By: Garry Brown  
GARRY BROWN, Executive Director

APPROVED AS TO FORM AND CONTENT

Dated: \_\_\_\_\_ 2006

LAWYERS FOR CLEAN WATER, INC.

By: \_\_\_\_\_  
DANIEL COOPER, Attorneys for  
Orange County Coastkeeper  
BRIGGS LAW CORPORATION

Dated: JAN. 25, 2006

By: Cory Briggs  
CORY BRIGGS, Attorneys for  
Orange County Coastkeeper

Dated: \_\_\_\_\_ 2006

CITY OF GARDEN GROVE

By: \_\_\_\_\_  
William Dalton, Mayor

Dated: \_\_\_\_\_ 2006

GARDEN GROVE SANITARY DISTRICT

By: \_\_\_\_\_  
William Dalton, President

1 that their undersigned representatives are fully authorized to enter into this Agreement, to  
2 execute it on behalf of the Parties, and to legally bind the Parties to its terms.

3 WE HEREBY CONSENT to the entry of this Settlement Agreement.

4 Dated: \_\_\_\_\_ 2006

5 ORANGE COUNTY COASTKEEPER

6  
7 By: \_\_\_\_\_  
8 GARRY BROWN, Executive Director

9 APPROVED AS TO FORM AND CONTENT

10 Dated: \_\_\_\_\_ 2006

LAWYERS FOR CLEAN WATER, INC.

11  
12 By: \_\_\_\_\_  
13 DANIEL COOPER, Attorneys for  
Orange County Coastkeeper  
14 BRIGGS LAW CORPORATION

15 Dated: \_\_\_\_\_ 2006

16  
17 By: \_\_\_\_\_  
18 CORY BRIGGS, Attorneys for  
Orange County Coastkeeper

19 Dated: 01-24 2006

CITY OF GARDEN GROVE

20  
21 By: William Dalton  
22 William Dalton, Mayor

23 Dated: 01-24 2006

GARDEN GROVE SANITARY DISTRICT

24  
25 By: William Dalton  
26 William Dalton, President  
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**APPROVED AS TO FORM AND CONTENT**

Dated: 01/24 2006

CITY OF GARDEN GROVE  
GARDEN GROVE SANITARY DISTRICT

By: Thomas L. Woodruff  
WOODRUFF, SPRADLIN & SMART  
Thomas L. Woodruff  
Patrick M. Desmond  
Attorney for Defendants  
Defendants, City of Garden Grove,  
Garden Grove Sanitary District

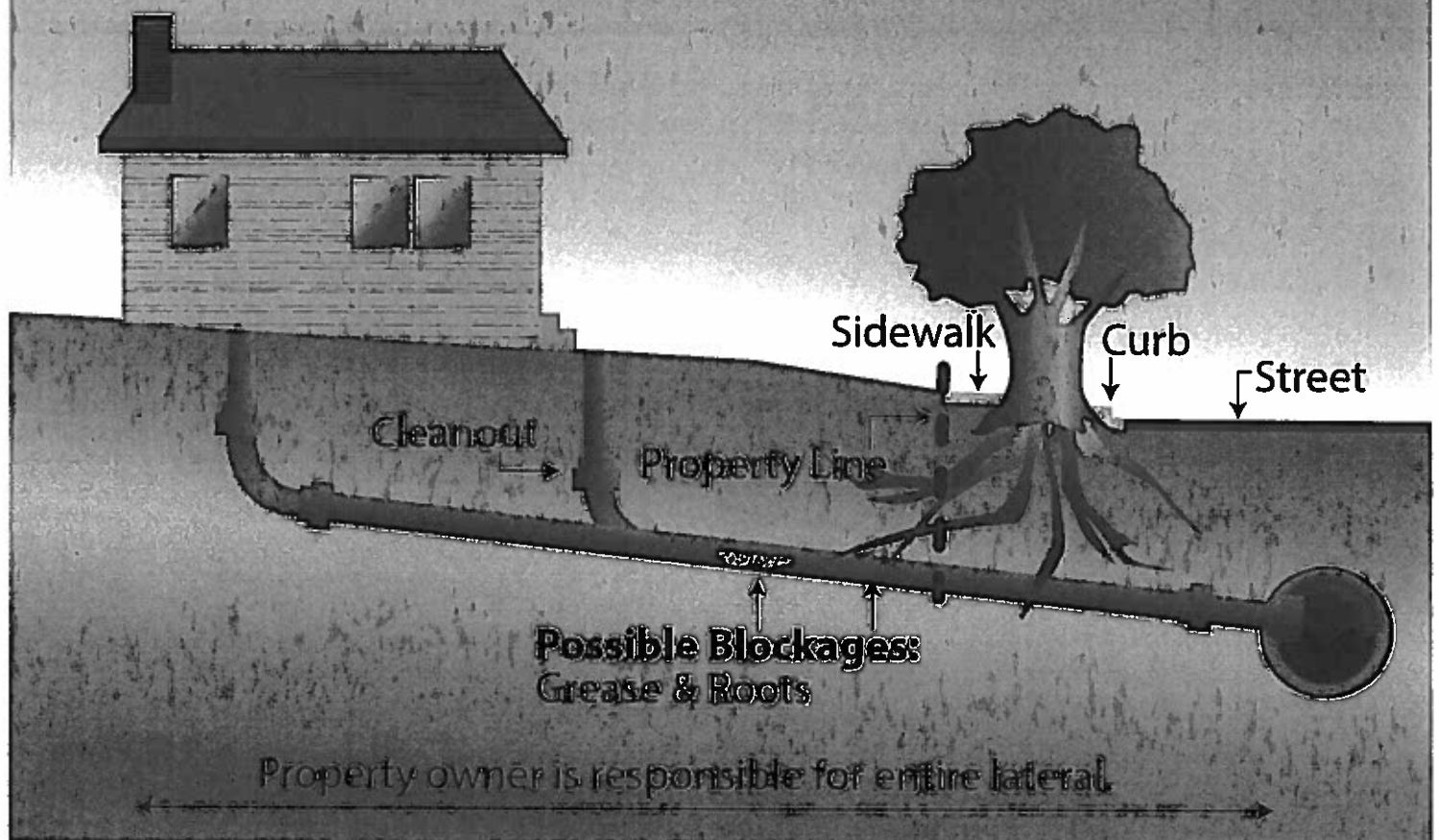
## **Attachment No. 2**

### **Other Jurisdictions Sewer Lateral Policies & Program Information**

# SEWER LATERAL MAINTENANCE

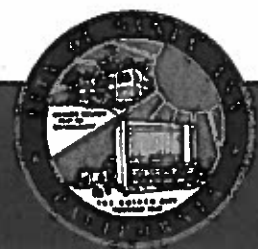
City of Santa Ana Public Works Agency

## Private Property Sewer Lateral



Wastewater from your residence is carried to the City's sewer main through a sewer lateral pipe. As a property owner you are responsible for the maintenance, operation, cleaning, repair, and reconstruction of your lateral. In some cases, if warranted, the City can assist property owners with sewer lateral repairs or replacement. Read the following FAQs for more information.

**SEWER LATERAL REPAIR/REPLACEMENT SUPPORT**  
**(714) 647-3320**



# SEWER LATERAL MAINTENANCE

City of Santa Ana Public Works Agency

## What is a private sanitary sewer lateral?

A private sanitary sewer lateral is an underground pipe that is part of your home's plumbing. It conveys wastewater from your home to the City's sewer system.

## What is a cleanout?

A cleanout is a vertical pipe from an underground lateral to the surface. If your home doesn't have a cleanout, you may want to add one near your house.

## Who is responsible for the maintenance of the private sewer lateral?

Property owners are solely responsible for maintenance, operation, cleaning, repair and reconstruction for the entire length of the private sewer lateral from their house to the point of connection with the City's public sewer main.

## Does the city have a lateral assistance program?

The City has established a program that, when possible, allows the City to provide assistance in the replacement or repair of severely damaged private sewer laterals. Where City resources are available, the program uses City crews to repair or replace the portion of your private lateral within the public right-of-way. This can be a significant cost savings to you. For more information about the City's Sewer Lateral Repair or Replacement Program please call (714) 647-3320.

## Who is eligible for the program?

Property owners whose private sewer laterals connect to the City's sewer system are eligible for the program. However, the lateral must have a cleanout to allow access for inspection equipment. The lateral must also be free of debris (roots, grease, etc.) that could prevent City inspection equipment access through the entire length of the lateral.

## What do I need to do before I ask the City for lateral assistance?

Ensure that your lateral has been cleaned (or jetted) by a professional plumber. Ask your plumber to provide evidence that lateral was properly cleaned (i.e. CD/DVD).

If an inspection identifies damage to your private lateral (within the public right-of-way) that warrants repairs or replacement, please contact the City at (714) 647-3320 for further assistance. If your plumber provides an inspection video, the City can assist with your review of it.

## Why are defective laterals a problem?

Broken sewer laterals can allow roots or debris into the pipe, which may cause blockages, backups, or overflows. Leaking pipes can also allow wastewater to reach groundwater, which may contribute to water pollution or cause sinkholes. Sewer laterals should be routinely maintained and inspected to assess its condition and identify the need for repairs or replacement. This is not a service provided by the City and is the homeowner's responsibility.

## Why is it important to keep rainwater from entering sanitary laterals?

Defects and prohibited connections to private sanitary laterals allow rain and surface water to enter the City's sewers. This extra water increases treatment costs and may overload the public sewer system causing overflows. Prohibited connections include roof downspouts, groundwater sump pumps, foundation drains, and drains from window wells, driveways, etc.

## How can I protect my property from a sewer overflow?

Help protect your property and the environment by following these tips:

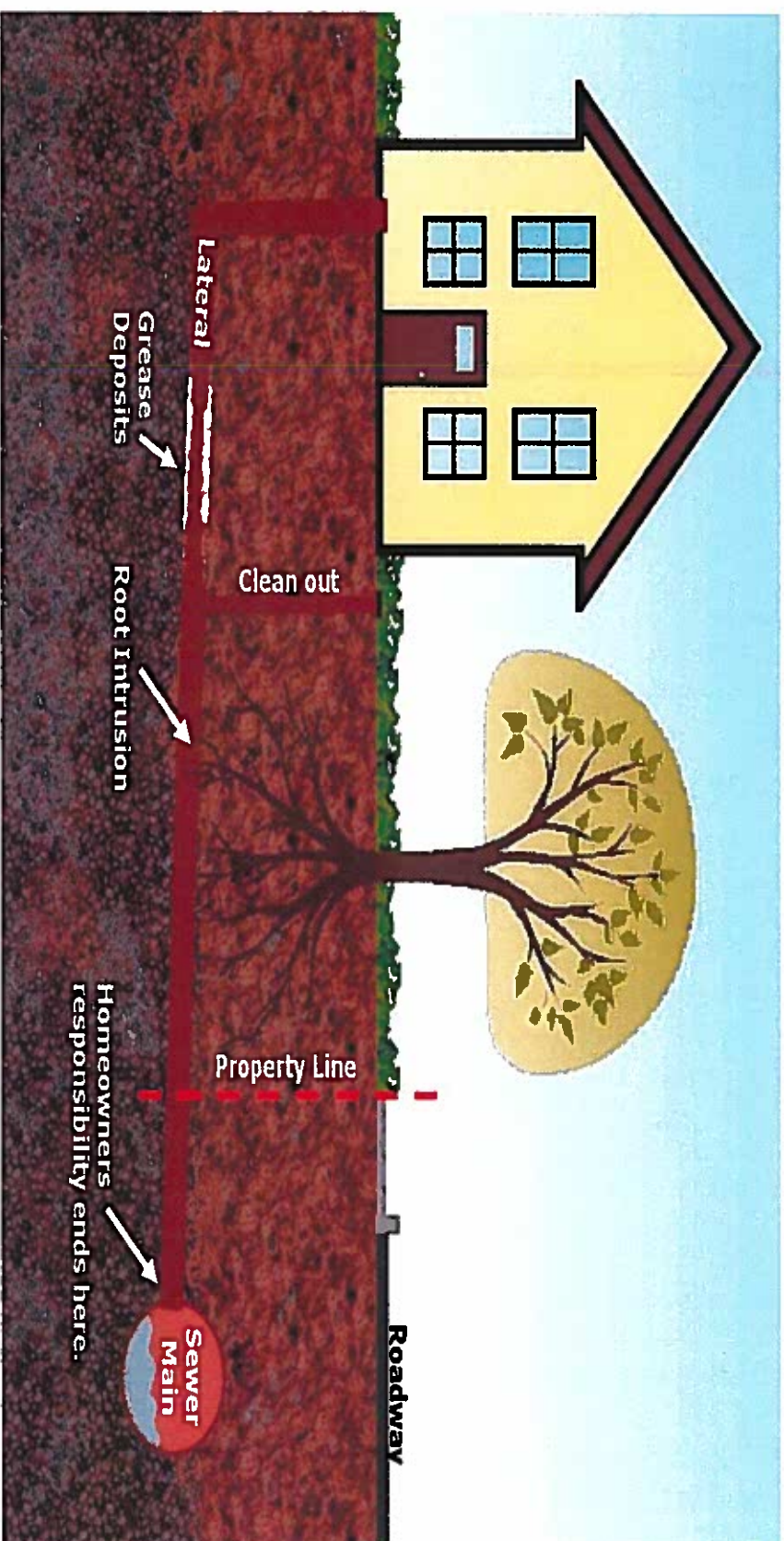
- Routinely clear roots, grease, debris, or blockages in the lateral all the way to the connection to the sewer main.
- Routinely inspect your lateral to assess its condition and identify the need for repairs or replacement.
- Maintain/repair your private sewer lateral to meet current regulations and area plumbing codes.
- Remove any prohibited storm water connections.
- Know where your cleanout is located for quick access to clear blockages or stop backups.
- Keep your cleanout cap on and in good shape. This keeps out rain and debris that can cause blockages, back-ups or overflows.



SEWER LATERAL REPAIR/REPLACEMENT SUPPORT (714) 647-3320

CSA.109 0515





The sewer system within the City of Fullerton is comprised of a series of underground pipes. Many are publicly owned; however, the sewer laterals are entirely owned by the private property owner they serve. The laterals extend from the building to the mainline within the street (or within an easement at the rear of your home). The laterals are typically four inches in diameter while the City's mainline is typically at least eight inches in diameter. The private property owner is responsible for the entire length of the lateral, which includes that portion that may be located within the public right of way (under the asphalt and street landscaping).

Sewer backups can cause tremendous damage to the interior of a home. In order to minimize these, the City provides continual maintenance services for the public sewer mainlines.

Unfortunately, sewer laterals are often not maintained by private property owners until a disaster strikes. Out of sight, out of mind is a typical approach to sewer lateral maintenance and operation by many. It is our hope that we can provide you various means of addressing these issues and thus minimize your risk of an overflow entering your home. The three methods we suggest are:

1. Maintain your lateral through proper cleaning, repair, and replacement. Tree roots can enter the pipe through cracks or loose joints.
2. Do not place improper items into the sewer or make improper connections to the sewer
  - a. Keep rainwater out of the sewer lines as it overwhelms the capacity of the sewer lines and may cause sewer spills.
  - b. Do not pour fats, oils, and grease in your drains as these products harden and stick to the inside of the sewer pipes, which build up and may eventually cause a blockage in the sewer pipe.
3. Install a backflow preventer and cleanout in your sewer lateral. Refer to examples pictured above.

Taking these simple steps can help keep the flow going, and prevent costly overflows and damage. The City of Fullerton Sewer staff is here to help answer any sewer related questions or concerns. Call us at (714) 738-6897.

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# CityofFullerton.com

## Home Owner Responsibility (SLMP)

**Sewer Home**

**Sewer Lateral Maintenance Program**

**Sewer Service Fee**

**Homeowner Responsibility (SLMP)**

**Sewer Analysis**

**Other Water Bill Questions**

**Fats, Oils, & Grease**

Did you know that YOU, as a homeowner, have a responsibility with maintaining the sewer system?

Homeowners are required to maintain the lateral connection from their home, to the main sewer line, typically located in the street, or nearby easement. Maintaining the lateral includes keeping the lateral line flowing and free of debris such as roots, or grease.





## TREE ROOTS IN THE SEWER?

### Frequently Asked Questions

**What does my sewer look like?** Generally, your sewer lateral is 4 to 6 inches in diameter and is made of vitrified clay, PVC, ABS or iron pipe. The sewer lateral is anywhere from 2 to 6 feet underground and runs from your house to a main line connection in the street. There are various joints along the lateral and where the lines connect to the house and the main line under the street. These joints generally use rubber or other soft material to seal the connections.

**Who maintains the lateral?** The homeowner owns and is responsible for maintaining the sewer lateral from the connection at the house to the connection at the main line under the street. Another public agency, the Costa Mesa Sanitary District, owns and is responsible for maintaining the main line under the street. They may be reached at (949) 645-8400.

**How did the roots get in the sewer lateral?** Trees, bushes and plants need water and nutrients in order to survive and will seek out the easiest source of water and nutrients. Generally, when roots encounter the sewer lateral, nothing will happen because they will grow over and around the lateral. However, if there is a leak, no matter how small, tiny hair like roots will enter the lateral and rapidly grow on the nutrient rich material. Eventually, these roots may block the lateral and back-up the system.

**Who is responsible for the damage?** Responsibility depends on why the roots entered the sewer lateral. Generally, the City is responsible for damage only when the City has determined that tree roots from a City tree have misaligned or broken the sewer lateral line. In all other cases, the City is not responsible. Earth movement, normal expansion and contraction of the soil, defective construction, improper maintenance, and private property tree roots can cause the sewer lateral to misalign, allowing roots to enter at the joint or connection.

**But the roots came from the tree in the parkway.** Parkway are the public right-of-way from the back of the curb to the private property line and can include landscaping and/or sidewalk. Standard widths vary from 5 feet to 10 feet depending on the type of street, i.e. primary, secondary, residential, etc. The City owns and maintains many thousands of trees in these parkways, but the presence of a City tree in the parkway does not automatically mean the City is responsible for the damage. The City is responsible for damage to a homeowner's sewer lateral when the City tree's roots misalign or wrap around it and break or crush the pipe itself. However, if the roots entered at the joint due to the sewer lateral being misaligned for any other reason, the homeowner is responsible.

**How do I prove where the roots entered the sewer lateral?** In order to prove why and where the roots entered, it is necessary to excavate the sewer lateral. Once it is exposed, it is the homeowner's responsibility to ensure City representatives can inspect the sewer lateral and determine exactly why and where the roots entered. No roots should be cut or removed because it is critical for the City's representative to see how they have grown. It is also recommended that the homeowner videotape the lateral to determine the location of the damage.

**Who pays to dig up the sewer lateral?** The homeowner must pay for the excavation of the sewer lateral. However, if the City representative determines the City tree caused the damage to the sewer lateral, the City will then pay for the repair of the portion of the line damaged and the portion of the excavation needed to expose the damaged sewer lateral. If the roots entered due to the sewer lateral being misaligned or for any other reason, the homeowner is responsible for the entire cost of excavation and repair. If the City does pay for a portion of the repair but the homeowner has the entire line replaced, the homeowner is responsible for paying for the rest of the replacement and the portion of the excavation not related to the repairs the City pays for.

**I want the tree removed.** The City has established criteria that permit the removal of trees. For further information on removing trees, please contact the Public Services Department, Maintenance Division at (714) 754-5123. If removal of your tree is approved, please be aware that this does not necessarily mean the City is responsible for your sewer lateral damage. As explained above, responsibility depends on why the roots entered the sewer lateral.

**I want to file a claim.** The law provides specific guidelines for filing a claim with a municipality. For further information on obtaining a claim form, please contact the Risk Management Division at (714) 754-5228.

## HUNTINGTON BEACH

### Sewer Lateral Program

#### Policy and Procedure

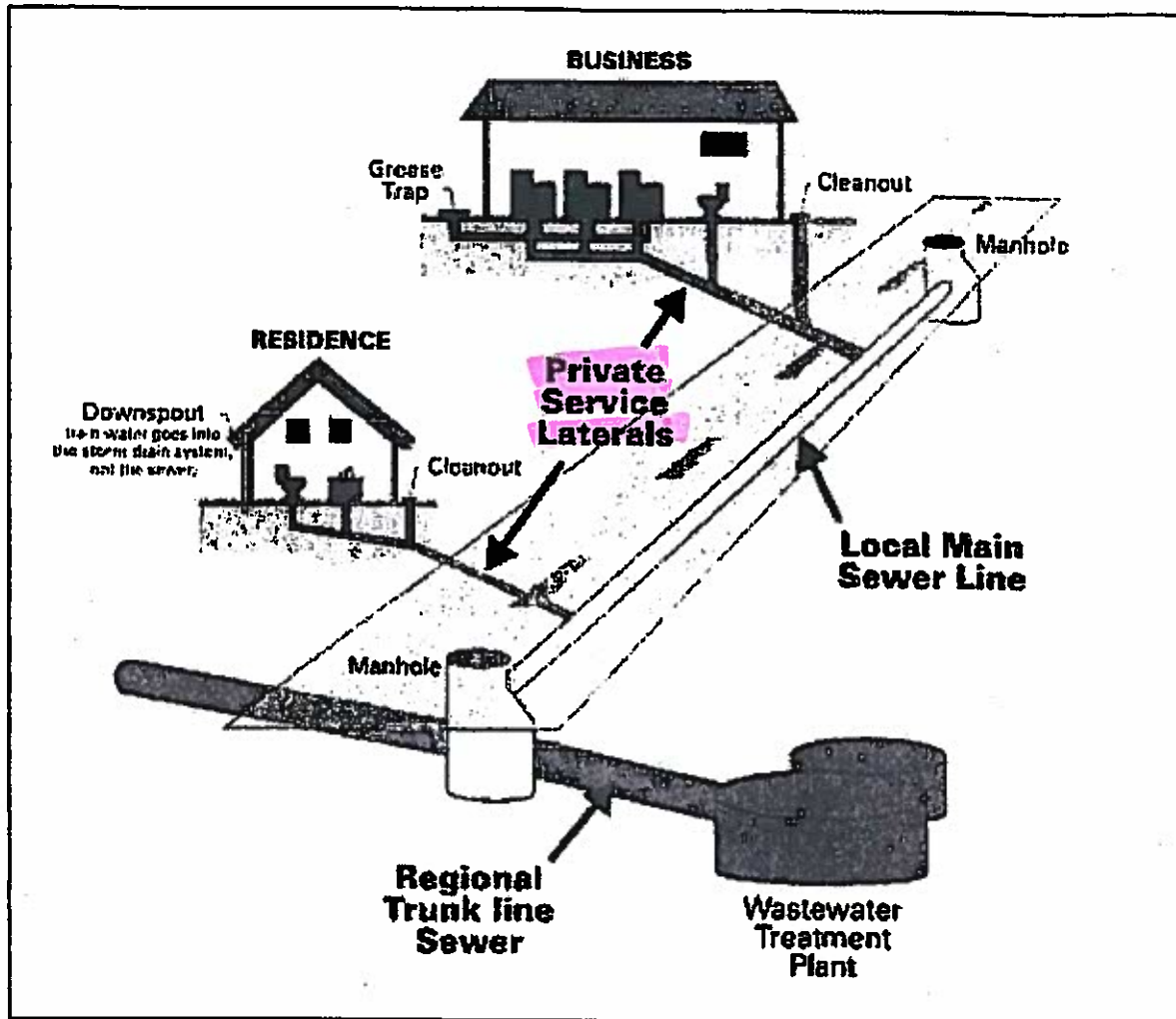
Effective January 3, 2008, the City instituted a policy regarding the repair and maintenance of sewer lateral lines. The City is responsible for the portion of all sewer laterals from the City-owned sewer main through the public right-of-way to the private property line. The property owner will remain responsible for all costs of repair and maintenance of that portion of the sewer lateral on private property.

#### Sewer Lateral Program Procedure

1. A property owner experiencing problems with their sewer lateral calls the Public Works Utilities Division (714-536-5921) to notify them of a concern with their sewer lateral line.
2. The Utilities Division contacts the property owner informing them that the sewer lateral must be cleaned and videoed by a qualified contractor. The property owner will be responsible for the initial cost of the video.
3. Utilities Division staff reviews the video to determine if a repair is needed and whether the needed repairs are within the City-owned right-of-way.
4. Depending on the situation there are two options for repair:
  - 1) Slip Lining both the sewer line at the public right of way and on the homeowner's private property leaving the parkway tree intact. In this case, the city arborist will determine that the integrity of the tree is not impacted by the repairs made to the sewer line. The homeowner is responsible for the cost of slip lining the sewer line on their private property.
  - 2) In a case where it is determined that the tree must be removed to complete the repair and it falls within the City's responsibility, the City will initiate repairs at the City's cost and reimburse the cost of the video to the property owner.

Questions regarding the Sewer Lateral Program should be directed to the Public Works Utilities Division at 714-536-5921.

**Please note** – the first course of action for a blocked sewer line is a call to a qualified plumber or sewer contractor. Often, cleaning of the line is needed immediately and residents should not wait for the evaluation to be completed. The need for frequent cleaning/rooting of the line is an indication of a possible sewer lateral break or tree root intrusion.



### Why do food facilities need to know about FOG?

The 2000-2001 Orange County Grand Jury conducted an investigation among the 35-sewer collection and treatment agencies in Orange County. It found that an accumulation of fats, oils, and grease discharged from restaurants is the leading cause of sanitary sewer overflows.

In February 2002, the Santa Ana Regional Water Quality Control Board adopted Order R8-2002-0014, which prohibits sewer overflows and requires Orange County cities to monitor and control these overflows. Cities are also required to develop and implement a FOG Control Program. The program will require restaurants and food preparation facilities to follow but not be limited to implementing kitchen BMP's, consider installing a grease interceptor,

develop a grease control plan, produce waste-hauling records, and/or share the costs incurred by the City to clean-out blockages in the sewer line.

### How is FOG monitored? How is it enforced?

The City of Cypress maintains a record of maps of the entire sewer collection systems in the city and uses video surveillance cameras to identify blockages caused by FOG wastes. The City of Cypress can use this information to identify the sources that are contributing to the sewer blockages, and can initiate enforcement actions against businesses to insure compliance with the State and City laws. As mentioned previously, physical damage can occur when sewer overflows of raw sewage backs up into a residence or business, as a result of sewer pipes blocked by FOG wastes.

## **EL TORO WATER DISTRICT**

### **Public Sewer Lines:**

Public Sewer Lines are those lines designed and constructed in accordance with District Standards, are the property of or have been dedicated to and accepted by the District and are located in public rights of way or legally established utility easements.

### **Private Sewer Lines:**

Private Sewer Lines are lines not defined as Public Sewer Lines. For the purpose of this schedule, Private Sewer Lines will be limited to sewer laterals and collection lines located outside of commercial buildings and residential dwelling units.

### **Limits of Responsibility**

The following identifies the limits of the District's responsibility regarding facilities:

The District is responsible for the maintenance and operation of all public wastewater facilities that have been designed and constructed to meet District standards, have been dedicated to and accepted by the District and is located in public rights-of-way or legally established easements.

The District is not responsible for the maintenance and operation of private wastewater facilities that have not been dedicated to or accepted by the District, such as internal and external building sewer laterals serving commercial and residential customers.

### **Background/Purpose**

The District owns, operates and maintains a public wastewater system throughout the District's service area consisting of collector sewers, pumping stations and pressurized force mains, all of which transport wastewater to the District's Water Recycling Plant for treatment and disposal. All of the District sewer facilities are constructed within legally established easements and public rights-of-way or on property directly owned by the District. The District policy is to implement the best available procedures of operation and maintenance of the public sewer system in order to protect natural resources and the environment within the District and the related watershed area as well as the Pacific Ocean. Hence, the District maintains all of its wastewater system facilities on a regular basis so as to minimize the opportunity for accidental discharges or spillage of wastewater. Local, State and Federal regulations establish Waste Discharge Requirements Prohibiting Sanitary Sewer Overflows (SSO) from sanitary sewer systems at any point upstream of the District's Water Recycling Plant.

The maintenance of private sewer systems and compliance with applicable SSO regulations for private sewer systems are the responsibility of the private property owner. The District has determined that private sewer systems can be the source of accidental spills of wastewater due to

broken lines or blockages. It is the District's objective to educate its customers regarding applicable SSO regulations and the necessity to employ best available procedures for operation and maintenance of their private sewer systems. In an effort to take all measures possible to further minimize the risk of wastewater spills within the District's service area, the District may provide the following service programs on a case-by-case basis.

## **1. Emergency Cleanup/Repair Assistance Program For Private Sewer Lines (Residential and Commercial)**

### **A.1.**

The cost of emergency response and repairs (line cleaning/blockage clearing) and sewer spill clean up to private sewer lines that are performed by the District with or without request of the property owner may be charged to the property owner.

### **A.2.**

Emergency response, repairs and clean-up of private sewer lines shall be performed by the District if the District determines that the continued operation of these facilities constitutes a health and safety hazard, or creates a physical threat to surrounding properties.

### **A.3.**

District shall provide sanitary sewer overflow notification to appropriate regulatory and public health agencies in accordance with applicable Local, State and Federal Waste Discharge and SSO Reporting Requirements.

## **B. Scope of Services**

Emergency sanitary sewer overflow responses include but are not limited to locating problem origin, breaking/clearing the line stoppage and providing external (outside the commercial building or residential dwelling unit) pollution cleanup.

## **C. Fees For District Provided Emergency Services**

An amount to be determined by the District's General Manager on a case-by-case basis, based on the District's published rate schedule for actual cost of emergency service provided.

## **2. Preventative Maintenance Assistance Program For Private Sewer Systems (Residential & Commercial)**

### **A.**





## Customer Care

[Pay Bill - Customer Login](#)[Bill Payment Options](#)[Bill Payment Questions](#)[Understanding Your Bill](#)[more ▼](#)[Backflow Prevention](#)[Recycled Water](#)[Recycled Water Fill Station](#)[Sewer Service](#)[Urban Runoff](#)[Water & Your Pipes](#)[Water Leaks](#)[Water Quality Report](#)[Water Quality Testing for Schools](#)[Water Supply & Reliability](#)[WaterStar Business Recognition](#)

## Quick Links

[50 Years of Recycled Water](#)[San Diego Creek Water Rights](#)[Dam Safety Program](#)[Board Meetings & Agendas](#)[Transparency & Compensation](#)[Water Quality Information](#)[Water Quality Testing at  
Schools](#)[Equal Access to Groundwater](#)[IRWD Rosedale Rio Bravo WISP  
Application](#)[Water Desalination Information](#)

# Sewer

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The IRWD sewer system collects wastewater from homes and businesses within the service area. Sewage travels through the collection system and is conveyed to two treatment plants through more than 900 miles of sewer distribution pipelines. The Michelson Water Recycling Plant in Irvine treats up to 18 million gallons of wastewater per day and the Los Alisos Water Recycling Plant in Lake Forest treats up to 5.5 million gallons per day. This treated water is then put into the recycled water system for irrigation and other uses in the community. Every drop of recycled water used, helps to save a drop of drinking water.

### Sewer System Management Plan

The SSMP is a plan and schedule for the maintenance, operation and management of the sewer system.

[IRWD Sewer Management Plan](#)[IRWD Sewer Management Plan Appendices](#)

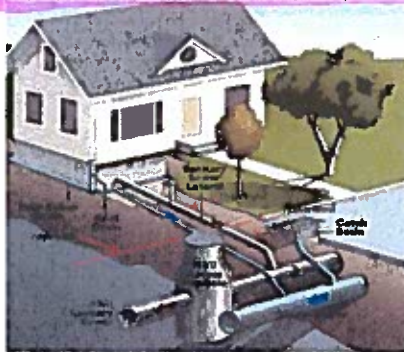
### Storm Drains

Storm drains are a completely different system. Storm drains collect rain water and other urban runoff from the community. This water travels through street gutters to storm drains, which in our area channel the runoff to San Diego Creek and eventually to the ocean. Storm drains are not the responsibility of IRWD. Within city limits they are the responsibility of the city government; in unincorporated areas they are the responsibility of the County of Orange. It is important to remember that water from storm drains does not go through a treatment plant for cleaning. Any trash or pollutants thrown into the street or storm drains will eventually reach Newport Bay and the ocean. Citizens can do their part by not overwatering their landscaping, thereby reducing the amount of unnecessary runoff that reaches the ocean. And, of course, don't litter.

### Sewer Laterals - Who's Responsible?

Most homeowners don't tend to think about sewers until there is a backup in their plumbing. Anyone who has ever had a sewer backup would agree it is an unpleasant problem that can be costly if ignored. If you find that your drains are moving slowly, that's an early indication that there might be the beginning of a blockage.

Often, the question arises – where does the responsibility of the customer begin and end and when does it become the responsibility of IRWD? The upper sewer lateral – the line leading from the residence to the edge of the property line – and the lower lateral, which connects into the sewer mainline, is the responsibility of the customer to maintain. In addition, customers are responsible for making any repairs to the upper lateral only. If repairs are needed on the lower lateral, that is the responsibility of IRWD.



A typical sewer system is constructed of a network of pipes connecting to each building and transporting wastewater to IRWD's two wastewater recycling plants. Sewer clogs can lead to sewer spills. There are many ways to prevent such spills:

- Never put fats, grease or oils down drains, garbage disposals, or toilets. Instead, place oils into a jar or can and throw it into the garbage can for collection.
- Do not put disposable rags or wipes down drains or toilets. Even if the product claims to be "flushable," it is not and causes clogs and damage to sewer pumps.
- Do not plant trees or shrubs near sewer laterals because root intrusion can cause serious blockages and damage to the lines.
- Perform periodic cleaning and inspections to your sewer laterals to ensure the lines are running free and there are no clogs or root intrusions.

IRWD crews are a good source of unbiased information and are always available to help our customers decide on a course of action. All you need to do is contact us if you have questions.

## Latest News



**IRWD Wins Innovation Award For Energy Storage Program**

The IRWD Energy Storage Project was recently selected as a winner at the 6th Annual Golden Hub of Innovation Awards by the Association of California Cities - Orange County (ACC-OC). The Golden Hub of Innovation Awards recognizes local agencies, cities and...



**IRWD Professionals Assure Water Quality**

When it comes to delivering safe water to our customers, the bottom line is that Irvine Ranch Water District meets or exceeds all state and federal guidelines for drinking water. Ensuring that quality on a day-to-day basis is the primary responsibility...



**Posters Chosen for Annual Contest**

Five posters created by students who attend school in the Irvine Ranch Water District service area were selected for judging in the Metropolitan Water District of Southern California's "Water Is Life" poster contest. IRWD judges selected the posters from among many...

**Irvine Ranch Water District**  
© Irvine Ranch Water District

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Liquid News

Account Access  
View & Pay eBill  
Payment Option  
Bill Payment Questions

Understanding Your Bill  
Start/Stop Service  
Your Water Meter  
Water Leak

How can we help you?

---

# Private Sewer Lateral Program

The City offers an incentive to encourage and assist homeowners with the repair or replacement of their sewer lateral line. Homeowners are responsible for the maintenance and repair of the entire sewer lateral from the private home to the point of connection (including the connection) with the public main sewer line.

The City of Laguna Beach will reimburse up to 50% of the homeowner's cost to repair or replace a private sewer lateral, up to a maximum of \$1,600 per residential parcel. **This does not cover private lateral cleaning or emergency repairs.**

For more program details and restrictions, please review the [Private Sewer Lateral Incentive Application](#) and the [Participating Plumbers List](#).

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## City Hall Hours

M-Th: 7:30 - 5:30

Every other Friday: 7:30 - 4:30

Every other Friday: closed

city of  
**LAGUNA BEACH**

505 Forest Avenue

Laguna Beach, California 92651

(949) 497-3311

(949) 497-0771 (fax)

[Contact Us](#)



# CITY OF LOS ALAMITOS

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Getting Connected

**YOUR GOVERNMENT**  
Departments and Services

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## Calendar

## Latest News

## Services

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- > [External Links](#)

## Emergency Preparedness

## Events

## History of Los Alamitos

## Los Alamitos Television

## Moving To Los Alamitos

## Recreation Programs

## Schools

## Electricity



Electrical service in the City of Los Alamitos is provided by **Southern California Edison**. For more information visit [www.sce.com](http://www.sce.com) or call Southern California Edison at (800) 655-4555. To report a Power Outage, call (800) 611-1911.

Edison SmartConnect is the new smart metering system. Approximately \$ million of SCE's residential and small-business customers are getting new, smart meters in place of older, mechanical meters.

## Refuse and Recycling Collection

The City contracts with **Republic Services**, formally Consolidated Waste Management, for refuse and recycling. For more information contact Consolidated Services at 800-299-4898.



## Rossmoor / Los Alamitos Sewer District



The **Rossmoor / Los Alamitos Sewer District** maintains all common sewer lines, which are the main lines that run down the center of the street. The District is responsible for the cleaning, inspection, repair, and maintenance of the main sewer lines. For more information call (562) 431-2223, Monday through Friday between 8:30 a.m. and 12:30 p.m. The District's 24-hour Emergency Response Line is (562) 431-2223.

## Water

**Golden State Water** provides water service in the City of Los Alamitos. They are located at 10852 Cherry Street, Los Alamitos, CA 90720-2444. Please visit [www.gswater.com](http://www.gswater.com). For 24-hour Customer Service or Emergency Service, call (800) 999-4033. For TTY hearing impaired, call (877) 933-9533.

[External Links](#) – The links listed are provided per the request of the organization.





## MIDWAY CITY SANITARY DISTRICT

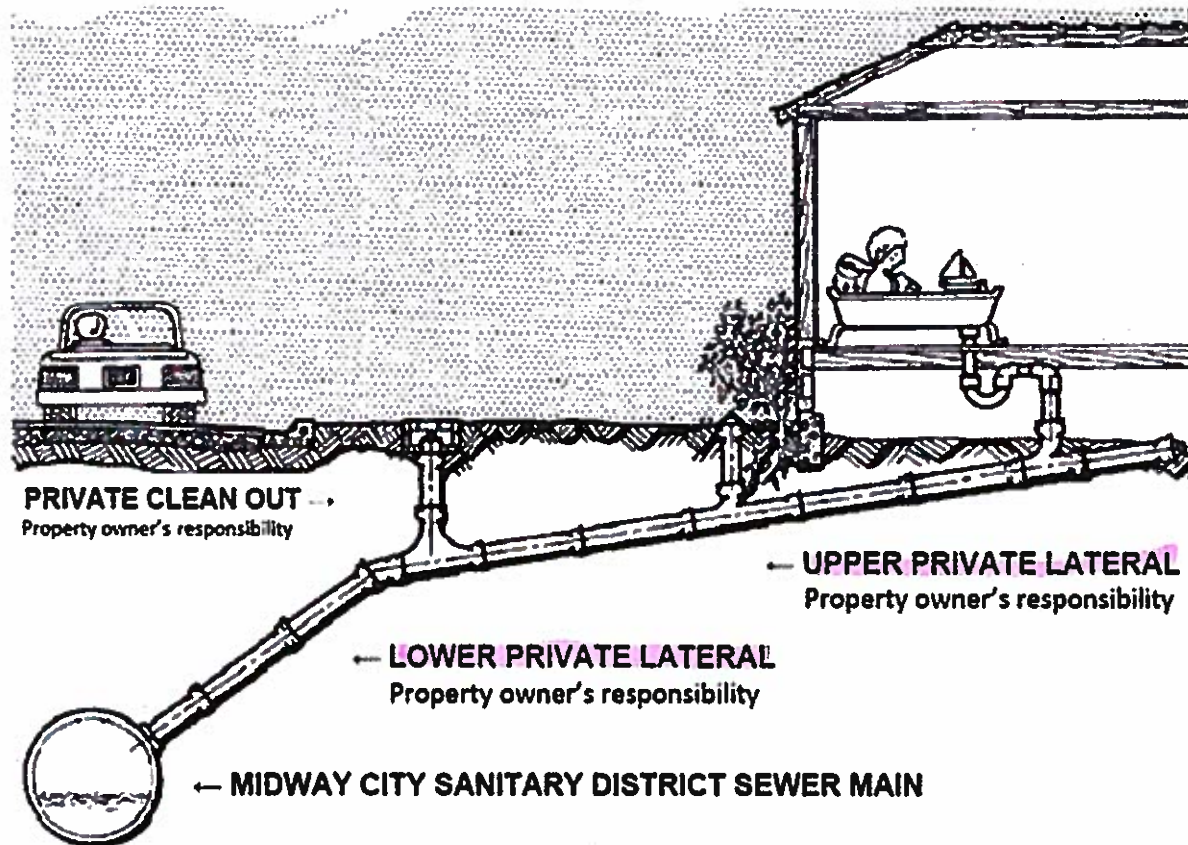
# Sewer Service Laterals

### What Are They and Who Is Responsible for Maintenance?

Private sewer service laterals, which typically are not under the jurisdiction of public wastewater agencies, are not always sufficiently maintained and can contribute to inflow and infiltration (I/I) problems, cause blockages and play a role in sanitary sewer overflows (SSOs).

### What is a sewer lateral?

The private sewer service lateral (also known as a private lateral) is a pipe that takes an individual building's wastewater to the public sewer main in the street. These private laterals are owned by the building owner and are essential for directing wastewater away from homes, churches, schools and businesses to a publicly owned wastewater collection and treatment system.



As illustrated in the diagram, there are both upper and lower private laterals. The upper lateral runs from the home or business to a cleanout at the sidewalk or sometimes the property line. The

lower lateral runs from the cleanout to the sewer main in the street. If no cleanout is in place, the private lateral is usually not considered split between upper and lower portions.

### **Who is responsible for private laterals?**

#### **MIDWAY CITY SANITARY DISTRICT GENERAL REGULATION ORDINANCE NO.13 SECTION 19**

All house connections, street laterals and appurtenances thereto shall be maintained in a safe and sanitary condition, and all devices or safeguards which are required by the ordinance shall be maintained in good working order. This is the financial responsibility of the property owner. Except as hereinafter provided, all such house connections, street laterals, appurtenances and devices shall be maintained by the owner of the property served thereby.

In California, public agencies are required by the State Water Resources Control Board to manage and maintain the public portion of wastewater systems to minimize the likelihood of sanitary sewer overflows. Regular maintenance of agency-owned sewer lines typically includes scheduled cleaning, inspection and rehabilitation or replacement of defective lines to make them structurally sound and watertight. However, no similar statewide program exists for property owners to regularly clean, inspect and otherwise maintain the private laterals. Most often, property owners only attend to laterals in cases of complete stoppages or emergency failure.

### **Why are unmaintained sewer laterals cause for concern?**

Many older homes still rely on original sewer laterals that over time have become cracked, disjointed or damaged by roots, earth settlement or grease blockages.

Unmaintained private laterals that become blocked or fail can contribute to SSOs of the public sewer system or to sewage backups into the building served by the private lateral. Some of the causes for concern for unmaintained private laterals are described below:

- Root intrusion into the private lateral can contribute to SSOs in two ways. One way is that extra water can enter the sewer system through cracks in private laterals created by roots. This extra groundwater and storm water seeps in or “infiltrates” the public sewer mains, with the potential to cause wastewater collection and treatment system overloads such as SSOs. The other way is when a plumber cleans out a lateral blocked by roots, the plumber sometimes will push the root mass into the public sewer main. This mass can then cause a blockage in the public sewer main, cause wastewater to back up and result in an SSO.
- Earth settlement that results in cracks and leaks in the private lateral allows for the “inflow” of groundwater into the private lateral. This additional groundwater flows into the public sewer main, increases the wastewater flow in the collection system and has the potential to overload the system, creating SSOs.

- If roof drains, irrigation drains and driveway drains are connected (illegally) to the private lateral, this increases the “infiltration” of rain water into the public sewer system, which can lead to system overloads.
- Grease build-up in the private lateral (like plaque in a person’s artery) can cause blockages that potentially result in on-site SSOs or backups of wastewater into the building that is served by the blocked private lateral.

The combination of inflow and infiltration from private laterals, across a wide area (neighborhoods or commercial districts), can significantly increase the wastewater flow in the public sewer main and to the treatment plant. Infiltration and inflow from private laterals are currently a major source of SSOs in some communities.

### **What is the magnitude of the sewer lateral problem?**

The magnitude varies considerably among different systems. It is estimated that private laterals can constitute as much as 50 percent of the total length of all the pipelines in some wastewater systems. Therefore, it is likely that poorly maintained laterals can contribute significantly to I/I problems or produce blockages and resulting SSOs. This is especially true during wet weather if roof or driveway drains are illegally adding flow to the private laterals.

### **What are strategies for managing sewer laterals?**

Property owners should be encouraged to inspect their private lateral upon property transfer and then at least once every five to 10 years to determine if it is defective or if a blockage is building up in the line. If problems exist, a contractor should be hired to correct the problem.

## **POLICY FOR FINANCIAL ASSISTANCE TO REPLACE SEWER LATERALS AT SINGLE-FAMILY RESIDENCES**

### **Overview**

The Midway City Sanitary District (“District”) is obligated by State law to prevent Sanitary Sewer Overflows (“SSOs”), which may in some cases result in sewage reaching the storm water system and ultimately the Pacific Ocean. Sewer laterals are privately owned and maintained to the point of connection with District sewer mains. Poorly maintained sewer laterals can cause SSOs, as well as backups in residential toilets, which can cause damage to property. The District is concerned about the inflow and infiltration into the public sewer system from privately owned and maintained sewer laterals. The District’s Board of Directors (“Board”) finds that in furtherance of the District’s mission, it is in the best interest of its sewer system ratepayers to participate in the needed upgrades of deficient sewer laterals, to provide an incentive to residential homeowners to remedy such deficiencies and to establish a program for financial assistance to replace sewer laterals (“Program”).

The Program shall operate to the extent that the Board allocates monies for the Program annually within the budget. Once allocated monies have been exhausted, the Program is finished for that budget year.

### **Eligibility Criteria**

A sewer lateral that is eligible for this Program is that portion of the lateral pipe that

carries household wastewater discharged from the residential unit to the District sewer main and which lies between a point just outside the structure foundation wall, or exterior wall if construction is non-traditional, and the sewer main. The definition is the same whether the sewer lateral is located in the front, side or rear yard. That portion of damaged or blocked pipes not located as described herein is not eligible for assistance under this Program.

Only owner-occupied single-family units, defined as an attached or detached residential building containing not more than one kitchen wherein the occupants of the dwelling unit are living and functioning together as a single housekeeping unit, are eligible for the Program. Notwithstanding the foregoing, duplexes and triplexes in which one of the units is owner-occupied are eligible for the Program.

Applications must be submitted by the owner of the residential unit as shown on the County of Orange's latest tax assessment roll.

Applications meeting Program criteria and that have been approved by the General Manager, will be eligible to be reimbursed up to 50% of the approved cost, but in no event to exceed \$1,800. A property owner that has received reimbursement under the Program or a residence that has had a sewer lateral replaced through the Program shall not be eligible for the Program for five years from the date of receipt of the reimbursement.

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The term "replacement" of a sewer lateral may include repair or refurbishment of an existing lateral if, in the determination of District's General Manager, the repair or replacement will result in the sewer lateral having the life expectancy of a new sewer lateral. All pipe replacement material shall be PVC or such other material that the General Manager determines to be equal to or better than PVC in quality and durability. Replacement shall include a "clean-out" access to the sewer lateral near the connection of the sewer lateral to the residential unit.

District Directors and employees are not eligible to participate in the Program.

#### **Application Process**

Applications for financial assistance under this Program shall be submitted to the General Manager prior to the commencement of any replacement work on the subject sewer lateral. The application shall be on a form provided by the District and shall include the following information at a minimum and any additional information that the General Manager deems necessary for the proper implementation of the Program:

- 1) The property owner's full name;
- 2) The property owner's mailing address and telephone number;
- 3) The address of the property at which the work is to be done;
- 4) The scope of work;
- 5) A copy of at least two (2) written cost estimates (bids), including the names and contractors' license numbers of the bidding contractors.

The application shall include sufficient evidence, to the satisfaction of the General Manager, to establish that the lateral is defective and cannot be cleared to allow it to function properly. Such evidence may include, but is not limited to, a CCTV inspection, dye test, plumber's verification and sketches. The General Manager may require the homeowner to submit additional documentation, as needed.

If the property is experiencing a blockage of the sewer lateral, prior to filing an



application, the owner must first contact a licensed plumber to have the line cabled. If cabling does not result in clearing the line, the owner should have a CCTV inspection performed and a sketch prepared showing the approximate location of the defect. After the CCTV inspection and sketch is completed, the homeowner should contact the District between the hours of 8:00 AM and 4:30 PM, Monday – Friday, to secure an application and instructions for participating in the Program. The owner should submit a completed application, a copy of the paid cabling bill, the sewer lateral CCTV inspection video, sketch and any other required information to the District.

The contractor who is performing the work shall be licensed to perform the work and shall obtain an Encroachment Permit from the appropriate city or county Public Works Department for all work performed in the public right-of-way. If the conditions placed on the Encroachment Permit alter the original cost estimates, those revised costs shall be

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incorporated into the original application for approval prior to the commencement of work.

Prior to commencement of any work for which reimbursement is sought, the applicant must have received the General Manager's written approval for the reimbursement. Any work commenced prior to receipt of the General Manager's written approval will not be eligible for reimbursement. The applicant shall notify the General Manager in writing of any unexpected conditions which may cause additional costs to be incurred during construction. In his discretion the General Manager may review and/or approve the additional costs if such request for reimbursement is submitted prior to those additional costs being incurred.

Reimbursement requests shall be made to the General Manager and shall include the following:

- 6) A copy of the licensed contractor's invoice, which invoice shall separately state the cost of work performed on that portion of the lateral eligible for reimbursement;
- 2) A copy of the invoice evidencing it has been paid in full or any such other evidence required by the General Manager that the invoice has been paid;
- 3) A copy of the approved Encroachment Permit;
- 4) A release of any mechanics liens placed on the property that is related to the work;
- 5) A completed W-9 form; and
- 6) Any additional information the General Manager believes is necessary to process the request.

Once all documents have been received and approved by the General Manager, the General Manager shall be authorized to make payment to the applicant in accordance this Program and to the extent funds are still available in the applicable budget year. The District will endeavor to make payment within 30 days of receipt of all necessary documents.

#### **Other**

The District will not make payments to the contractor or otherwise be liable for such payments. Payments made to the contractor are the sole responsibility of the homeowner and homeowner shall only be entitled to reimbursement for payments made to the contractor. The District will not make any recommendations or referrals for

## **POLICY FOR FINANCIAL ASSISTANCE TO REPLACE SEWER LATERALS AT SINGLE-FAMILY RESIDENCES**

### **Overview**

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Only owner-occupied single-family units, defined as an attached or detached residential building containing not more than one kitchen wherein the occupants of the dwelling unit are living and functioning together as a single housekeeping unit, are eligible for the Program. Notwithstanding the foregoing, duplexes and triplexes in which one of the units is owner-occupied are eligible for the Program.

Applications must be submitted by the owner of the residential unit as shown on the County of Orange's latest tax assessment roll.

Applications meeting Program criteria and that have been approved by the General Manager, will be eligible to be reimbursed up to 50% of the approved cost, but in no event to exceed \$1,800. A property owner that has received reimbursement under the Program or a residence that has had a sewer lateral replaced through the Program shall not be eligible for the Program for five years from the date of receipt of the reimbursement.

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- 1) The property owner's full name;
- 2) The property owner's mailing address and telephone number;
- 3) The address of the property at which the work is to be done;
- 4) The scope of work;
- 5) A copy of at least two (2) written cost estimates (bids), including the names and contractors' license numbers of the bidding contractors.

The application shall include sufficient evidence, to the satisfaction of the General Manager, to establish that the lateral is defective and cannot be cleared to allow it to function properly. Such evidence may include, but is not limited to, a CCTV inspection, dye test, plumber's verification and sketches. The General Manager may require the homeowner to submit additional documentation, as needed.

If the property is experiencing a blockage of the sewer lateral, prior to filing an application, the owner must first contact a licensed plumber to have the line cabled. If cabling does not result in clearing the line, the owner should have a CCTV inspection performed and a sketch prepared showing the approximate location of the defect. After the CCTV inspection and sketch is completed, the homeowner should contact the District between the hours of 8:00 AM and 4:30 PM, Monday - Friday, to secure an application and instructions for participating in the Program. The owner should submit a completed application, a copy of the paid cabling bill, the sewer lateral CCTV inspection video, sketch and any other required information to the District.

The contractor who is performing the work shall be licensed to perform the work and shall obtain an Encroachment Permit from the appropriate city or county Public Works Department for all work performed in the public right-of-way. If the conditions placed on the Encroachment Permit alter the original cost estimates, those revised costs shall be

incorporated into the original application for approval prior to the commencement of work.

Prior to commencement of any work for which reimbursement is sought, the applicant must have received the General Manager's written approval for the reimbursement. Any work commenced prior to receipt of the General Manager's written approval will not be eligible for reimbursement. The applicant shall notify the General Manager in writing of any unexpected conditions which may cause additional costs to be incurred during construction. In his discretion the General Manager may review and/or approve the additional costs if such request for reimbursement is submitted prior to those additional costs being incurred.

Reimbursement requests shall be made to the General Manager and shall include the following:

- 1) A copy of the licensed contractor's invoice, which invoice shall separately state the cost of work performed on that portion of the lateral eligible for reimbursement;
- 2) A copy of the invoice evidencing it has been paid in full or any such other evidence required by the General Manager that the invoice has been paid;
- 3) A copy of the approved Encroachment Permit;
- 4) A release of any mechanics liens placed on the property that is related to the work;
- 5) A completed W-9 form; and
- 6) Any additional information the General Manager believes is necessary to process the request.

Once all documents have been received and approved by the General Manager, the General Manager shall be authorized to make payment to the applicant in accordance this Program and to the extent funds are still available in the applicable budget year. The District will endeavor to make payment within 30 days of receipt of all necessary documents.

### **Other**

The District will not make payments to the contractor or otherwise be liable for such payments. Payments made to the contractor are the sole responsibility of the homeowner and homeowner shall only be entitled to reimbursement for payments made to the contractor. The District will not make any recommendations or referrals for contractors or be a party, beneficiary or obligee under any contract as between the applicant and the contractor. The applicant shall be solely responsible for finding and retaining a contractor who is qualified to do the work.

The District reserves the absolute right and discretion to approve or deny any application and is under no obligation to budget for the Program or to expend any sums budgeted in any applicable fiscal year for the Program. The General Manager shall file

a written report with the Board by the first meeting in May of each year listing the properties and persons that received assistance under the Program and the amount of such assistance.

The homeowner is responsible for contacting their homeowner's insurance company to determine if any portion of or the entire sewer lateral replacement is covered by the home insurance policy. The homeowner is required to notify the District of any insurance proceeds received from the insurance company to pay any part of the sewer lateral replacement. All such proceeds shall be deducted from the District's approved reimbursement amount or if the District has already paid the homeowner, homeowner shall reimburse the District for any such payments already made to the extent of the receipt of insurance proceeds.

By participating in the cost of replacement of a privately owned sewer lateral, the applicant agrees that the District is not assuming any ownership or maintenance responsibilities for the lateral upgrades. The lateral continues to be the sole responsibility of the owner being served. The applicant also agrees that the District shall not be liable on any claim or other cause of action under this Program for any amount exceeding the amount that has received the prior written approval of the General Manager.

### **Reimbursement Parameters**

**Case A:**

Single family home, duplex or triplex with one lateral and common ownership. Property owner may receive up to \$1,800. No plan check and inspection fees; no-fee sewer permit.

**Case B:**

Small-lot subdivision where each unit occupies its own legal lot. Allowed one application from the HOA with a maximum reimbursement for the entire subdivision of \$1,800. No plan check and inspection fees; no-fee sewer permit.

**Case C:**

New development is not eligible for the Program.

**Case D:**

Remodeled or expanded residence. Program applies. No plan check and inspection fees; sewer permit required. CCTV required if existing lateral being reused.

**Case E:**

Common ownership properties, such as condominium and townhome projects, are not eligible for the Program.



## MUNICIPAL OPERATIONS DEPARTMENT

### Emergency Sewer Clean-Out Installation Agreement

I, \_\_\_\_\_, represent that I am the owner of real property located at \_\_\_\_\_, Newport Beach, CA (hereinafter "Property"). I have experienced a sewer backup or stoppage, on my Property. I have requested that City of Newport Beach ("City") investigate the cause of the sewer stoppage and determine whether the cause is located in the wastewater service lateral located on my Property or within the public right of way or public easement.

A. In signing this repayment agreement, I understand and agree to each of the following:

1. The City is only responsible to clear stoppages caused by circumstances occurring on public property or public easement, or where the stoppage is located within the wastewater services lateral on public property or public easement;
2. The City is not and will not be responsible for clearing any stoppage that is determined to be located on, and/or caused by circumstances occurring on the private property side of the wastewater service lateral, or by private trees on public property or in a public easement or right of way, or by private trees on any private property;
3. The City is not responsible and will not be responsible for maintenance of any portion of the wastewater service lateral that is located on private property,

B. In consideration of the City's agreement to investigate the cause of the stoppage and install a sewer lateral clean-out at the property line, I understand and agree to each of the following:

1. To fully reimburse the City for any and all costs and expenses incurred by the City for labor, materials, and equipment to investigate and install the clean-out at or near the property line if the stoppage is determined to be located on and/or caused by circumstances occurring on the private property side of the wastewater service lateral;
2. That it is my responsibility to make separate arrangements to clear any stoppage and to make and pay for any necessary repairs related to any stoppage located on and/or caused by circumstances occurring on the private property side of the wastewater lateral, including those cause by adjoining private property owners. I understand that the homeowner owns the point of connection and transition point of the sewer lateral.

C. In signing the repayment agreement, I understand and agree to the following:

1. To reimburse, in accordance with the terms and conditions on the itemized bill or invoice, the City for any and all costs and expenses incurred to investigate and install the sewer clean-out if the stoppage is determined to be on private property.
2. The reimbursement amount is estimated to be at least \$1,000 and may exceed \$3,000 based on the current fee schedule for labor, materials, and equipment.

\_\_\_\_\_  
Property Owner  
(print name)

\_\_\_\_\_  
Property Owner  
(signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wastewater Supervisor or designee  
(print name)

\_\_\_\_\_  
Wastewater Supervisor or designee  
(signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Utilities Manager  
(print name)

\_\_\_\_\_  
Utilities Manager  
(signature)

\_\_\_\_\_  
Date

#### Official Use Only

Quest # \_\_\_\_\_

Attach the signed agreement to the above Quest and return original to Property Owner.

# Sewer Information

## General Information

The City of Orange maintains over 1.6 million lineal feet or 308 miles of sewer pipeline. Provides information regarding sewer systems and sewer lateral connections. Maintenance includes annual cleaning of sewer lines and periodic videotaping to search for trouble spots. Keeping the sewer system clean helps limit potential sewage overflows that could threaten our health and water quality. For information about the City's sanitation rates, view the [Sanitation Rates \(PDF\)](#). For additional information about the City's most recent sewer rate study, view [Comprehensive Sanitation Rate Study \(PDF\)](#).

## Sewer Lateral Connections

A sewer line from a private property is connected to the public sewer main on the street by means of a sewer lateral. Each property is connected to the sewer main with a separate sewer lateral. The sewer lateral is the section of the sewer pipe line running roughly perpendicular from the private property to the sewer main on the street. The construction and maintenance of the sewer lateral is the responsibility of the private property owner.

## New Connection

Construction of a new sewer connection requires a Plumbing Permit from the Building Department and an Encroachment Permit from the Public Works Department.

The fees include:

- City Sewer Connection Fee
- County Sanitation Fee
- Assessment District Fee
- Plumbing Permit Fee
- Encroachment Permit Fee

The property owner is advised to contact Public Works Department and Building Department for further information to help determine the feasibility of the project. For additional information view the [New Sewer Connection \(PDF\)](#).

## Repair of Existing Sewer Lateral

A Plumbing Permit and an Encroachment Permit are required for repair of a sewer lateral between the property line and the sewer main in the street. This includes works in the sidewalk area, in the parkway area, and on the street pavement. A licensed contractor should be hired to perform the work. The contractor should apply for the permits on behalf of the property owner.

## For Property Owners in County Unincorporated Areas

Property owners in County Unincorporated areas should contact their local sewer ~~solid drainage~~ [Solid Drainage](#)

connections. The City of Orange  as not provide sewer service for properties  outside of City limits.

## **Connection of Sewer Lateral to County Trunk Line**

For certain streets, the sewer mains are components of Orange County Sanitation District trunk lines. The City of Orange does not have jurisdiction for these lines. Once the City's Public Works Department has determined that such a situation exists, the property owner will be further instructed to process additional applications with the Orange County Sanitation District office.

## **Contact Us**

### **Building Division**

Phone: (714) 744-7200

Fax: (714) 744-7245

### **Public Works**

Phone: (714) 744-5525

Fax: (714) 744-5573

[Email](#)

### **Emergency After Hours Contact**

To report problems with water, sewers, street lights, or traffic signals, please call (714) 538-1961.

### **Office Hours**

Monday - Thursday

Alternating Fridays

7:30 am - 5:30 pm

[View Main Calendar](#)

### **Physical Address**

300 E. Chapman Ave.

P.O. Box 449

Orange, CA 92866





## Orange County Sanitation District

### Mission –

We protect public health and the environment by providing effective wastewater collection, treatment, and recycling.

10844 Ellis Avenue  
Fountain Valley, CA  
92708-7018

for more information  
call (714) 962-2411  
or visit our web site  
[www.ocsd.com](http://www.ocsd.com)

# Answers *to questions about...*

## Private Sewer Laterals in Tustin and Other Nearby Unincorporated Areas\*

### Q. Who is the Orange County Sanitation District?

**A.** The Orange County Sanitation District (OCSD) is responsible for safely collecting, treating, and disposing of wastewater generated by more than 2.5 million people living and working in Orange County. OCSD operates the third largest wastewater system on the West Coast, consisting of over 580 miles of sewers and two regional wastewater treatment plants in Fountain Valley and Huntington Beach.

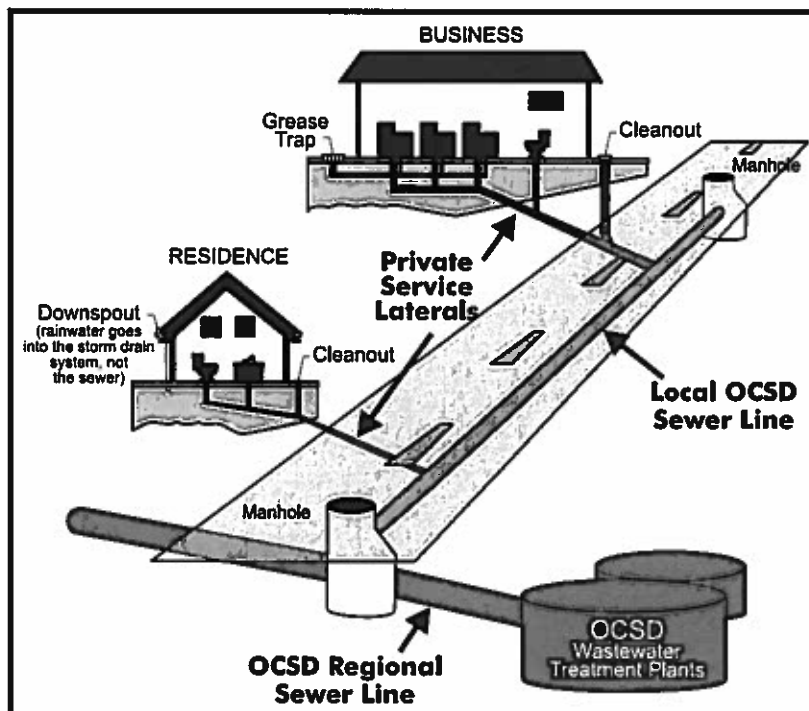
### Q. What exactly is a "sewer lateral?"

**A.** A sewer lateral is the sewer pipe that connects a business or house plumbing system to the public sanitary sewer main in the street (see graphic). Sewer lateral pipes are permitted to carry only sanitary sewage and/or treated industrial waste. A lateral is considered to be "private" since property lines extend to the center of every public or private street.

### Q. Who is responsible for maintaining and repairing private laterals?

**A.** Property owners are responsible for the maintenance, repair or replacement of their lateral to the point where the lateral connects to the public sewer in the street. OCSD is responsible for the operation

and the maintenance of local sewers in the City of Tustin and in unincorporated areas of Orange County and the regional sewer system. If immediate action is necessary to preserve or protect the public health, safety, and/or the environment, OCSD may be ordered to assist by the Orange County Health Care Agency and take corrective action. The property owner may be responsible for costs incurred by OCSD.



### Q. What should I do if I have

### problems with my sewer lateral or onsite pumping facility?

**A.** Call a licensed plumber to determine the problem if you do not have the equipment or experience to do this job yourself. Look for "Plumbing Contractors" in the "Yellow Pages" or through an online world wide web search engine. You may also contact the Contractors State License Board at (800) 321-CSLB (2752) or <http://www.cslb.ca.gov/> for licensed plumbing contractors in and around Orange County.

\* This fact sheet is for the following OCSD service areas: North Tustin, El Modena, Lemon Heights, Cowan Heights and Red Hill; excluding Orange Park Acres and sewers in Tustin that are owned and operated by the Irvine Ranch Water District (IRWD).

...continued on other side

## **Q. What is a clean out, and where is mine located?**

**A.** A clean out is a point of access into the sewer lateral that is used to insert Closed Circuit Television Video (CCTV) cameras or cleaning tools to clear the line of an obstruction or blockage. It is usually 4-inch in diameter and has a tight-fitting metal or plastic cap over it. Generally, a clean out is located either inside or outside of a house/building, or near the inside edge of the sidewalk, near the property line, or at the curb just inside of the right-of-way line. Clean outs are sometimes mistakenly buried under landscaping, concrete, or garden walls. When this happens, the clean out should be located and exposed, and made accessible at the surface.

A qualified licensed plumber can determine if you have a clean out, where it is located and the condition of your lateral. The best way to assess the condition of a lateral is by CCTV inspection.

## **Q. What causes sewer laterals to clog or overflow?**

**A.** Sewer laterals can become clogged and overflow for a variety of reasons:

- Tree and plant roots can enter the sewer line through cracks or offset joints in the pipe
- Cracked or broken pipes
- Disposal of items into the sink and/or toilet that clog the drain such as:
  - Feminine hygiene products
  - Baby wipes and disposable or cloth diapers
  - Rags
  - Toilet cleaning scrubbers
  - Condoms
  - Paper towels
  - Dental floss
  - Disposable towelettes and handy-wipes
  - Foods not meant for the garbage disposal such as chicken bones, corn cobs, vegetable peelings, coffee grounds and egg shells
  - Fats, oil and cooking grease
  - Plastic items

More than 50% of the lateral problems we hear about in this specific area involve tree roots. The other problems are caused by people dumping grease or other prohibited substances down the drain. All food scraps and non-dissolvable organic items should be put in a trash container or compost bin instead of down the drain. Cooking oil and food grease should be carefully transferred into a heat-resistant container and allowed to cool and solidify before being disposed in the trash. Washing grease down the drain with hot water does not prevent it from solidifying later as it cools. This solid grease builds up over time and can cause blockages in plumbing and sewer systems.

## **Q. How often should I clean my sewer lateral?**

**A.** Sewer laterals and facility drains should be cleaned regularly to avoid costly repairs as well as health, safety and environmental hazards from a sewer overflow. How often you clean your lateral depends on the age of your house and lateral, the growth of tree and plant roots near your lateral, and the types of items that you put down the drain. A good rule of thumb is have a plumber check your lateral every two to five years. Check more often if you experience a sewage-like odor or frequent clogged or slow drains. Don't wait until you have a blockage before you clean your lateral!

## **Q. How do I know if my lateral needs repair or replacement?**

**A.** Some signs that sewer laterals need repair or replacement include frequent clogged or slow running drains, and an odor of sewage. Houses and businesses with mature trees and bushes may need to check and repair their laterals more often since roots may invade and damage the pipe. The best way to check the structural condition of a lateral is by CCTV examination.

## **Q. Do I need a permit to do private lateral replacements, repairs or new installation work within the public right-of-way?**

**A.** If you live in the unincorporated area of Orange County or the City of Tustin and you are planning to install, repair or replace the existing lateral, and it is located in the public right-of-way, you must obtain an encroachment permit from the County of Orange Resources and Development Management Department (714) 834-2626 or the City of Tustin Building Department (714) 573-3131. You will also need to obtain a permit from the OCSD Planning and Design Engineering Division (714) 593-7318.

...continued on next page

**Q. How far away from my sewer lateral should I plant trees and bushes so that roots don't damage my lateral?**

**A.** The distance you should plant trees and shrubs varies depending on the type of plant and the surrounding soil conditions. Check with your local nursery or a professional arborist if you have any questions about a particular tree or plant. It is never wise to plant trees or shrubs directly above or adjacent to your or your neighbor's sewer lateral.

**Q. Where can I go to learn more about how sewers are regulated in California?**

**A.** You can go to the State Water Resources Control Board website at <http://www.swrcb.ca.gov/sso/index.html> to learn more about how sewer systems are regulated in California. You can also contact them at: State Water Resources Control Board, 1001 I Street, Sacramento, CA 95814, or P.O. Box 100, Sacramento, CA 95812, (916) 341-5250.

**Q. What do I do if I belong to a Homeowners Association and my sewer is clogged?**

**A.** Your sewers may all be private up to the connection point to the local public sewer. Consult your home-owner's association records and site installation drawings to find out what sewers are public and what sewers are private. Your association may have specific guidelines for you to follow in case your sewer is clogged.

**Q. What specific items does the Uniform Plumbing Code prohibit from being discharged into the sewer?**

**A.** The following items are prohibited: ashes, cinders, solids, rags, flammable, poisonous or explosive liquids or gases, oils, grease, and any other thing that could cause damage to the public sewer, private sewer, or private disposal system. It is also illegal to connect any rain gutter down spout, or surface or subsurface water drain to the sanitary sewer system.

**Attachment No. 3**

**Private Sewer Lateral Insurance Information**



AMERICAN WATER  
RESOURCES  
Insurance Services  
(<https://awrusa.com/ca/>)

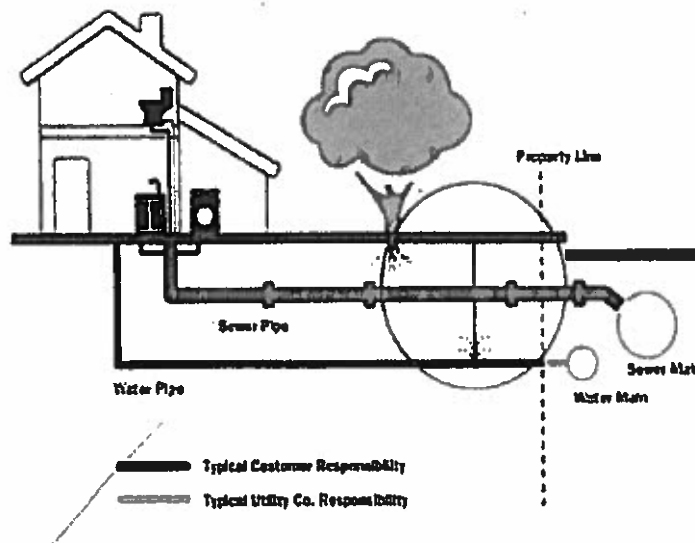
# LOW-COST SEWER LINE PROTECTION HELPS YOU AVOID EXPENSIVE REPAIRS.

Home

About

Contact

Enroll



Your home's sewer line is under constant use and stress, which can cause clogs or blockages – such issues can cost thousands of dollars to repair, and most homeowners' insurance policies do not cover sewer lines. These problems can happen anytime because of invasive tree roots, shifting soil or too much waste. Without sewer line protection, the unexpected repair bill could be devastating to your family budget.

Our Sewer Line Protection Program covers repairs to a clogged or blocked sewer pipe. American Water Resources Insurance Services (AWRIS) will cover the cost of repairs – up to \$10,000 – for the wastewater line running between your house and the sewer main in the street. Hundreds of thousands of homeowners already trust American Water Resources. You should too. Then if there is a clog or blockage with your exterior sewer line, AWRIS will handle everything. No home inspection required prior to enrollment.

## Sign up for just 33¢ a day (\$10 a month)\*

Convenient monthly or annual payment with credit card or check.

\* Coverage and availability may vary by market. Call for details on your area.

\*\* Not available in all states.

## How It Works

**Smart & Simple:** Sign up for Sewer Line Protection for just 33¢ a day (that's only \$10 a month)\* and you will be protected. Then if there is a problem, American Water Resources Insurance Services (AWRIS) will take care of everything with one phone call followed by prompt, professional service.

Getting help is as easy as picking up the phone.

If you have clog or blockage in your sewer line, No worries – call AWR toll-free at 1-866-618-3892 and we will:

- Dispatch an approved local contractor to assess the problem – you're protected for up to \$5,000 for service line repairs and up to an additional \$5,000 for street repairs\*.

- Schedule the work needed – which usually requires expertise beyond the do-it-yourselfer: obtaining permits; excavating; equipment, tools and manpower; repairing the water line; backfilling any holes, raking and reseeding your yard; and handling inspections.
- Make sure all work meets state and local codes and is done by California licensed contractors.

## Benefits of the Program:

- **Peace of mind** – backed by AWRIS, part of the California American Water family, with hundreds of thousands of customers nationwide. Should something go wrong with your water line, you can be assured of prompt, courteous, qualified service from a trusted company.
- **Up to \$10,000 in sewer line protection** – helps protect what most homeowners' insurance policies don't. You will not even have to file any paperwork. Protection includes \$5,000 for sewer service line repair, and \$5,000 for road and sidewalk repairs. You will only have to pay a flat \$50 service fee for repairs within the protection limits to the contractor – whether it is nighttime, a weekend or a holiday.
- **One Call Does It All!**
  - Fast response for repairs – no lost time spent searching for a qualified contractor.
  - We handle getting the permits and inspections.
  - All work will be done according to state and local codes
  - Count on professional, courteous service backed by a trusted company with hundreds of thousands of customers nationwide.
  - Count on professional, courteous service backed by a trusted company with hundreds of thousands of customers nationwide.
  - Get basic site restoration by an approved American Water Resources Insurance Services contractor, including backfilling, raking and reseeding of the affected yard area.
- **Unlimited customer support** – Whenever you need assistance, call us toll-free at 1-866-618-3892 and an AWRIS rep will be happy to help.
- **Sewer line protection for only 33¢\* a day.** Affordable terms with convenient monthly and annual payment options available with a check or credit card.

\* Coverage and availability may vary by market. Call for details on your area.

\*\*Not available in all states.

**[Click here to see FAQ's about our Sewer Line Protection Program \(/products-services-sewer-line-protection-faqs\).](#)**

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## CULVER CITY NEWS

### SLWA Offers Culver City Homeowners Utility Service Line Insurance Coverage

Post Date: 06/06/2016 3:49 PM

Water and sewer service lines are the water pipe or sanitary sewer lateral pipe that connects from a building to the main that serves an area. Service line pipes are buried and are typically located outside a building. Many homeowners are unaware that repair or replacement of their utility service lines are their responsibility. On March 9, 2015, the City Council entered into an agreement with Service Lines Warranties of America to offer Culver City homeowners insurance policies to cover the cost to repair or replace their sewer or water service lines.



To learn the details about the utility service line insurance coverage program, view the City Council staff report and the Frequently Asked Questions document from the following links:

- [City Council Staff Report](#)
- [Frequently Asked Questions](#)

[Return to full list >>](#)



**City of Culver City  
Official Courtesy Notification**

**Warranty to Cover the Cost to  
Repair or Replace Your Utility Service Line**



Customer Name  
Customer address 1  
Customer address 2  
City, state zip code

April XX, 2015

**Dear Property Owner:**

A private utility service line is the water or sanitary sewer pipe that runs between the public utility connection and the home's exterior. Typically, these pipes are located outside and buried underground. Many residential property owners are unaware that repair or replacement of their utility service lines are their responsibility.

As a sewer line ages, the mortar used to bind its joints loosens, becomes brittle, and may flake away inviting dirt and tree roots to enter the pipe and create blockages. Water pipes are continuously under pressure and may leak or fail over time due to their age.

On March 9, the City Council of Culver City approved an agreement with Service Line Warranties of America (SLWA) to offer utility service line warranties to qualified residential property owners. In May 2015, SLWA will be mailing warranty offer letters introducing the program to Culver City homeowners. SLWA is a subsidiary of Utility Service Partners, who was endorsed by the National League of Cities in 2010. Through the National League of Cities partnership, the warranty program has been implemented in over 240 cities across the country. SLWA maintains an A+ rating with the Better Business Bureau and in 2013, received the BBB Torch Award for Marketplace Ethics in western Pennsylvania, which is where they are headquartered.

The purpose of this notice is to answer frequently asked questions about the program prior to its launch.

**Is the City requiring me to purchase an SLWA warranty?**

No, participation is voluntary. Purchase of an SLWA utility line warranty to cover the cost of repairs to a broken, leaking or a clogged water or sewer line located on your property is at the homeowner's discretion. By entering into the agreement with SLWA, the City's intent is to educate property owners that they are responsible for their utility service lines and to provide them an opportunity to purchase repair coverage from a reputable company.

**How much does it cost to repair a utility service line that fails?**

SLWA estimates can range from hundreds to upwards of \$3,500 per repair incident depending on the extent of the repair required.

**How much is covered by the policy?**

For water, the policy covers up to \$4,000 with no deductible and if necessary, an additional \$500 to cover the cost of public sidewalk construction.

For sewer, the policy covers up to \$4,000 with no deductible and if necessary, an additional \$4,000 to cover the cost of public sidewalk and street construction.

Typically, the warranties cover repairs due to normal wear and tear for the portion of the outside utility line that runs between the public utility connection and the exterior of the home.





**City of Culver City  
Official Courtesy Notification**

**Warranty to Cover the Cost to  
Repair or Replace Your Utility Service Line**



**Who would perform the work?**

SLWA is in the process of adding licensed, insured and qualified local plumbers to their Contractor Network who will perform the repairs.

**What does an SLWA policy cost?**

An annual water line warranty costs \$76 and an annual sewer line warranty is \$112.

**How do I contact SLWA if I have more questions?**

Residents should call 1-855-535-7141, visit [slwofa.com](http://slwofa.com) or email [service@slwofa.com](mailto:service@slwofa.com) with questions about the program or to enroll.

**Who do I contact at the City of Culver City if I have more questions?**

Joe Susca, Public Works-Senior Management Analyst at [joe.susca@culvercity.org](mailto:joe.susca@culvercity.org) or by phone at 310-253-5636.

# CITY OF LAGUNA BEACH

How can we help you?

## Private Sewer Lateral Warranty Program

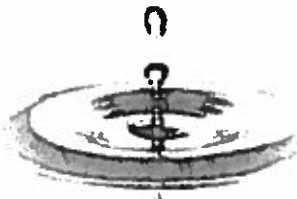
The City of Laguna Beach has partnered with Service Line Warranties of America (SLWA) to provide Laguna Beach residents with an optional private sewer lateral warranty program. The warranty assists property owners with the repair/replacement of their own aging infrastructure. All homeowners have the option to enroll in the program regardless of the age of their residences or their sewer service provider (City of Laguna Beach or South Coast Water District).

The warranty program provides coverage of up to \$4,000 for each sewer line repair and an additional \$4,000 for sidewalk or public road cutting if necessary.

This is NOT a City program, but rather SLWA is a program partner. The program is offered at no cost to the City and no public funds are used to promote or operate the program. SLWA is solely responsible for the administration and service of the warranty program.

For more information please check out the [Frequently Asked Questions](#) or the [SLWA webpage](#).

## NLC Service Line Warranty Program



National League of Cities (NLC) Service Line Warranty Program, administered by Service Line Warranties of America (SLWA), is available to Laguna Beach residents.

This warranty covers the cost of repairing broken or leaking sewer lines that are the responsibility of the homeowner. These types of repairs can be expensive and are usually not covered by homeowner's insurance.

For more information, or to enroll, visit [www.slwofa.com](http://www.slwofa.com).

### City Hall Hours

M-Th: 7:30 - 5:30

Every other Friday: 7:30 - 4:30

Every other Friday: closed

city of  
**LAGUNA BEACH**

505 Forest Avenue

Laguna Beach, California 92651

(949) 497-3311

(949) 497-0771 (fax)

Contact Us



Employee Directory

Employee OWA

Privacy Policy

# CITY OF SAN DIEGO

## Corporate Partnerships and Development

### Service Line Warranties of America (SLWA)

(<http://slwofa.com/>)

#### *Preferred Service Line Warranty Partner of the City of San Diego*



Service Line Warranties of America (SLWA) is a private company that provides optional water and/or sewer service line warranties to homeowners for the portion of their water and/or sewer lines that are the responsibility of the homeowner, and will not be repaired by City crews if they break or fail. The City is working with SLWA to make homeowners aware of the responsibility they have for sewer and waterlines on their property, as well as to provide a discount on the warranty program during the promotional period. This is optional and voluntary program for homeowners in the City of San Diego.

USP/SLWA's Program is endorsed by the National League of Cities, North Central Texas Council of Governments, Multiple State Municipal Leagues, and over 175 Municipalities. SLWA has been a member of the Better Business Bureau since 2003 and they are very proud of their exemplary record. SLWA is also approved to operate in the state of California, making San Diego the first City in California to have the Program.

#### Highlights of the Partnership Program:

- Outreach awareness campaign to alert homeowners regarding service line responsibility
- The program is offered at no cost to the City and no public funds are being used to promote or operate the program
- Local Contractors will be utilized
- Marketing Rights Fee granted to the City

This is NOT a City program, but rather SLWA is a program partner. As such, SLWA is solely responsible for the administration and service of the warranty programs. The Service Line Protection Program was developed through the City's Corporate Partnerships Program. Visit the SLWA website at [www.SLWofA.com](http://www.SLWofA.com) (<http://www.slwofa.com>) or call 1-888-445-8971 (toll free) to sign up or get more details about the program. The City and SLWA have also provided [SLWA FAQs](#) (<http://www.sandiego.gov/sites/default/files/legacy/corporatepartnership/pdf/slwaFAQ.pdf>) about the program.

## Products

Providing the best protection from costly covered repairs

### Low-Cost Water Line Repair Plan

Did you know that:

Water lines can be damaged from age, ground shifting, and fluctuating temperatures?

Repairs from such normal wear and tear are not typically covered by basic homeowner's insurance?

When a water line breaks, it can be expensive to replace?

You may be responsible for paying out-of-pocket costs?

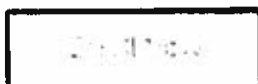
### Protect Your Home and Wallet for Covered Repairs

Generous Coverage\*

Access to our 24/7 call center

Fast and easy dispatch of qualified plumber to your home

No deductible



---

**\*Please note - some cities have special coverage situations. To verify your area's coverage cap, please review the Terms & Conditions for your city.**

## **Low-Cost Sewer Line Repair Plan**

**Did you know that:**

**Sewer lines can fail due to age, tree root invasion, ground shifting, and fluctuating temperatures?**

**When a sewer line fails, repairs can be very expensive.**

**As a homeowner, you may be responsible for the sewer pipes that run between your home and the main utility connection (which is most often in the street)?**

## **Protect Your Home and Wallet for Covered Repairs**

**With a Service Line Warranties of America's sewer line repair plan, your home and your wallet are protected for covered repairs. The plans feature generous coverage\*, so you can let our team handle the process of finding a trusted local plumber and paying for the covered repairs, up to your benefit amount.**

**Have a problem? Simply call our 24/7 call center and we will:**

**Dispatch a local, qualified plumber to your home to fix your covered repair**

**No deductible**

**Enroll Now**

**\*Please note - some cities have special coverage situations. To verify your area's coverage cap, please review the Terms & Conditions for your city.**

## **Inexpensive Gas Line Home Repair Plan**

**Did you know that:**

**A break or leak in this line can leave you and your family without necessities like heat or hot water?**

---

**A gas line leak can require your gas utility provider to shut off your gas supply completely until the line has been repaired?**

**Repairs to a gas line can be costly and hard on your budget?**

**Homeowners are typically responsible for the maintenance and repair of gas line in the home?**

## **Let Us Take Care of the Hassle and Inconvenience of Gas Line Break In Your Home**

**With Service Line Warranties of America's coverage, we've got the logistics covered.**

**Have a problem? Simply call our 24/7 call center and we will:**

**Dispatch a trusted contractor to your home quickly for your covered repairs**

**Ensure that help will arrive**

**Take care of the cost of covered repair**

**Enroll Now**

**\*Please note - some cities have special coverage situations. To verify your area's coverage cap, please review the Terms Conditions for your city.**

## **Electrical Line Plan**

**Did you know that:**

**Basic homeowners insurance only covers things like property damage to your home, but not repairs due to normal usage to your interior electrical system?**

**A breakdown of your interior electrical system can leave your family unable to function in your home due to a lack of electricity?**

**Normal wear and tear, including corroded and faulty outlets, are all factors that may pose risks to your interior electrical system?**

**An interior electrical breakdown can be costly and hard on your family's budget?**

## Let Us Take Care of the Hassle and Inconvenience of Electrical System Breakdowns In Your Home

Service Line Warranties of America offers eligible customer the Interior Electric Repair Plan.

Have a problem? Simply call our 24/7 call center and we will:

Dispatch a trusted contractor to your home quickly for your covered repairs

Ensure that help will arrive

Take care of the cost of covered repair

[Enroll Now](#)

\*Please note - some cities have special coverage situations. To verify your area's coverage cap, please review the Terms & Conditions for your city.

Service Line Warranties of America is an independent company separate from your local utility or community.

### Products

[Water Coverage](#)

[Sewer Coverage](#)

[Gas Coverage](#)

[Interior Electrical Coverage](#)

### About Us

[Program overview](#)

[Frequently Asked Questions](#)

[Become a service provider](#)

### Contact us

[1-866-922-9006](#)

[service@slwofa.com](mailto:service@slwofa.com)



BBB Rating:  
A+  
as of 8/3/2017

[Click for Profile](#)



# HOMESERVE USA

## Exterior Sewer Septic Line Repair Plan

The buried sewer/septic line on your property that carries waste away from your home can age, crack or leak due to simple wear and tear, tree roots or shifting ground. This line can also get blocked and cause waste water to backup into your home. Most basic homeowners insurance doesn't cover repairs to this line and as a homeowner, you could face expensive repair or replacement costs.

With a repair plan from HomeServe USA, you can help protect yourself from the cost and hassle of emergency repairs. Enter your ZIP Code to find available plans in your area.



### Repair Plan Benefits

- \$0 deductible
- 24-hour repair service hotline
- Local, licensed, and insured technicians
- One-year guarantee on all covered repairs

### Replacement of a sewer/septic line can cost thousands of dollars.\*

If your sewer/septic line fails, it can cause:

- clogged/backed up drains inside your home
- sewage flooding in your basement
- sewage backed up in your yard

As a sewer/septic line ages, it becomes even more likely to leak, clog or break. Be ready for the unexpected with a repair plan from HomeServe USA and keep what's underground covered with access to our 24/7 hotline where you can schedule a repair for your exterior sewer/septic line.

### Exterior Sewer/Septic Line

Instant Quotes

X	
X	

## What's Covered?

- Locating the blockage or collapse
- Excavation to expose pipe
- Pipe replacement or repair
- Repair or replacement of seals and joints
- Unblocking
- Fitting external valves
- Fusing
- Welding
- Pipe cutting
- Backfilling of areas disturbed by repairs

Exclusions apply. Enter your ZIP Code to see the Terms and Conditions.

\*National average repair costs as of January 2016. No charge for covered repairs up to the benefit amount.

\*National average repair costs as of January 2016. No charge for covered repairs up to the benefit amount.  
The buried sewer/septic line on your property that carries waste away from your home can age, crack or leak due to simple wear and tear, tree roots or shifting ground. This line can also get blocked and cause waste water to backup into your home. Get protection from time-consuming and expensive repair costs with an Exterior Sewer/Septic Line Repair Plan and keep what's underground covered up to the benefit amount.

## Essential Protection for Your Water Systems

Flexible options for every home and budget

### External Water Line and Sewer & Septic Line Repair BASIC Plan

- Repair of leaks or breaks to external water line, public street/sidewalk repairs and landscaping restoration reimbursement up to \$5,000 annually\*
- Repair of leaks, blocks or breaks to external sewer and septic line, public street/sidewalk repairs and landscaping restoration reimbursement up to \$5,000 annually\*
- Priority service when scheduling appointments\*\*
- No service visit charge and no deductibles
- 24/7 emergency service

**\$9<sup>99</sup>**  
month

See details

### Better Choice: External Water Line & External Sewer & Septic Repair DELUXE Plan

- Leaks, blocks or breaks of sewer line or septic repairs up to \$5,000 annually\*
- Priority service when scheduling appointments\*\*
- Public street/sidewalk repairs up to \$5,000 annually\*
- Landscaping restoration reimbursement up to \$500 annually\*
- Leaks or breaks to external water line repairs up to \$5,000\*
- No service visit charges, no deductibles and no age restrictions on equipment
- 24/7 emergency service

**\$15<sup>99</sup>**  
month

See details

## Dependable protection for all your water and sewer lines.

Most homes are connected to a local water and sewer system, but most people don't know where the utility company's responsibility ends and the homeowner's begins. In fact, most common problems with these systems aren't covered by homeowners insurance - which can result in unexpected bills when something breaks.

With a water and sewer line protection plan from Direct Energy, those bills can become more manageable - and you'll enjoy not worrying about if or when something breaks.

Whether you're clearing a clog, addressing tree roots, or digging up your lawn (or worse - your sidewalk or street), our external water and sewer line protection plans cover the cost\*.

Costs	Without Plan	With Plan†
Replace Sewer Line & Repair Street	\$8000	\$0
Replace External Water Line	\$4000	\$0
Camera Inspection & Clear Sewer Line	\$400	\$0
Service Visit	\$89	\$0

\*Coverage for Direct Energy's water and sewer line protection plans is provided by Home Warranty of America, Inc. (HWA). HWA is a service mark of Home Warranty of America, Inc. (HWA). HWA is a service mark of Home Warranty of America, Inc. (HWA). HWA is a service mark of Home Warranty of America, Inc. (HWA).

## We'll be there when you need us.

Sewer, septic and water line problems can be stressful and expensive, but you don't have to face an emergency alone. [Click here](#) for a customized quote or call us at 888-733-1683 to find the best solution for you.

\*Coverage is subject to terms and conditions.

\*\*Applies only when service is performed by a Benjamin Franklin® plumber.

The Direct Energy Essentials Plans ("Plan") are provided by Home Warranty of America, Inc., a Direct Energy company. Direct Energy's affiliates, franchisees, and/or independent contractors will be performing various services under the Plan. Customers must sign up for 1-year commitment (the "Initial Term"). There is a 30-day waiting period before coverage begins under the Repair Plan. Upon expiration of the Initial Term, the Plan will automatically renew at our then current standard rate and terms unless the customer opts out of the auto-renewal option in writing by mail at P.O. Box 500, Lincolnshire, IL 60069 or by email at [cancel@hwa.com](mailto:cancel@hwa.com). Sales tax will be added in select states. To obtain a full copy of the Plan terms and conditions, which includes coverage limitations and exclusions, [click here](#).

## Frequently Asked Questions

- + How Can an External Water Line and Sewer & Septic Line Essentials Plan Help Me?
- + What options do I have to pay for this service?
- + How long am I covered by the plan?
- + When does the water and sewer line protection plan coverage start?
- + Can I cancel my water and sewer line plan if I'm not satisfied?
- + What happens after the 12 months?

© 2018 Direct Energy. All Rights Reserved. Direct Energy and the Lightning Bolt design are registered trademarks or trademarks of Direct Energy Marketing Limited in the United States and/or Canada used under license, as applicable. Products and services vary depending on region or market. The Direct Energy Plans are provided by Home Warranty of America, Inc., a Direct Energy company. View Our Privacy Policy and Terms Of Use.

# IGS Energy

## Inside & Outside Sewer Lines

### PROTECTION UP TO \$10,000

What would Total Utility Line Protection be without including your home's sewer lines? The average drain-line repair cost starts at \$300. With an entire year of our Total Protection plan, you can get over \$26,500 in protection for less than one service call! And both your inside and outside drain lines are protected.

Your home's drain lines are buried deep under your property, but between the road and your house, those drain lines are your responsibility. This means the wear and tear that typically occurs to those pipes is yours to deal with; unless you have our Total Utility Line Protection, that is. With our protection, you only have to make one call when something goes wrong. We send our local, certified contractor to evaluate and make covered repairs. You can get back to what really matters with our reliable service.

**Below are some of the costs that our OUTSIDE sewer-line protection can help you avoid:**

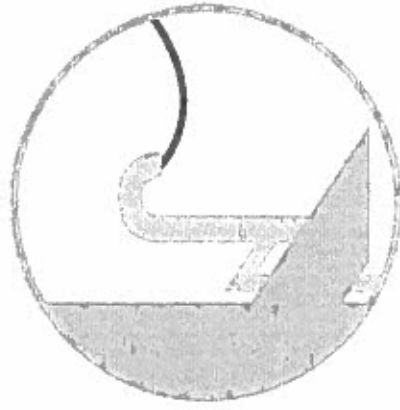
- Broken main sewer-line connection to interior pipe
- Cutting of the sidewalk to access failed pipe
- Collapse of sewer line due to shifting/settling

**Below are some of the costs that our INSIDE sewer-line protection can help you avoid:**

- Leaking sewer (soil) stack
- Leaking drain lines behind walls
- Leaking drain lines under floors

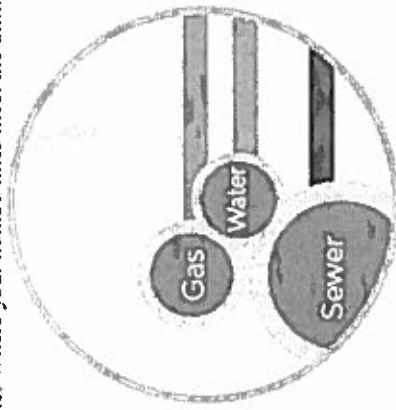
# What's Protected?

Our Total Utility Line Protection plan assists in the repairs or replacement to any of your home's four critical lines from wherever you have responsibility. Inside and outside your home, when you have a line failure, we will call the contractor, pay them for their time, and guarantee the covered repair for a full 12 months.



A

Main/Curbline: Where your home's lines meet the utility's main line.



B

Weatherhead: Curved metal support for electric lines entering your home.

- Inside & Outside Gas Lines  
Up to \$5,000 in protection
- Inside & Outside Electric Lines  
Up to \$5,000 in protection
- Inside & Outside Water Lines  
Up to \$6,500 in protection
- Inside & Outside Sewer Lines  
Up to \$6,500 in protection

Up to \$10,000 in protection

Inside Utility Line Protection \$7.50/MO	Total Utility Line Protection \$14.95/MO	HVAC Systems Protection \$22.95/MO	Complete Home Protection \$34.95/MO
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**INSIDE GAS**  
Up to \$2,000

**Attachment No. 4**  
**AKM Consultant's Letter**





**AKM Consulting Engineers**

553 Wald  
Irvine, CA 92618

Telephone: 949.753.7333

Facsimile: 949.753.7320

[www.akmce.com](http://www.akmce.com)

*Water  
Resources*

*Infrastructure*

*Construction  
Management*

*Municipal  
Services*

**June 4, 2018**

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

**Attention: Mr. Samuel Kim, P.E.  
Water Services Manager**

**Subject: Sewer Lateral Ownership**

**Dear Mr. Kim:**

As you are aware, I have over 44 years of water resources engineering experience. I have been a registered professional engineer in California since 1978. I have a Master of Science degree (Water Resources Engineering) from California State University, Long Beach (1974). My professional background includes instruction in fluid mechanics and graduate level hydraulic design classes at California State University Long Beach. During my career, I have been responsible for successful completion of 40 sewer master plans and sewer system management plans, including 16 financial evaluations and rate studies. I have served as an expert witness for the City of Alhambra and Costa Mesa Sanitary District on lawsuits by the Regional Water Quality Control Boards over sanitary sewer overflows. I have been the contract District Engineer for the Garden Grove Sanitary District since 2003, and assisted the District with Orange County Coastkeeper's lawsuit against the District. I have provided similar services to the Cities of Cypress, Seal Beach, Ontario, Alhambra, El Segundo, and Camarillo Sanitary District under on-call engineering services.

With respect to the private sewer lateral ownership, the District has approximately 35,000 laterals (32,000 residential, and 3,000 commercial, industrial and institutional). The approximate total length of lower laterals (the portion of the laterals between the property line and the mainline District sewer) is 165 miles, which is 50 percent of the total length of the District owned mainline system. Further, the District's standards require a clean-out on sewer laterals behind the property line. A great majority of the existing laterals do not have cleanouts.

**Mr. Samuel Kim, P.E.**  
**Water Services Manager**  
**June 4, 2018**  
**Page 2**

Constructing a lateral at an estimated cost of \$3,000 each would be an added financial burden of \$105 million, which is currently not covered by the District's financial planning. The average replacement cost for the lower lateral is estimated at \$10,000 each, with a potential financial burden of \$350 million. Due to increase in staff and maintenance cost related to lower lateral ownership, and significant cost involved in installing cleanouts and/or lateral replacements, the District should maintain its current policy, unless such costs are covered through increase in rates.

Please do not hesitate to contact the undersigned if you have any questions or require additional information.

Very truly yours,

**AKM Consulting Engineers**

  
Zeki Kayiran, P.E.  
Principal

**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 JIG Consultants for professional engineering services for the construction of Project No. 7838 - Orangewood Avenue Sewer Improvements Project. (Cost: \$83,340) ( <i>Action Item</i> )		
		Date:	9/25/2018

---

**OBJECTIVE**

To recommend that the Garden Grove Sanitary District (District) Board award a contract to JIG Consultants for Professional Engineering Services of Project Management and Inspection for the construction of Project No. 7838 – Orangewood Avenue Sewer Improvements.

**BACKGROUND**

The Orangewood Avenue Sewer Improvements Project is one of many projects designed to minimize sewer capacity issues throughout the city. The improvements also comply with the Regional Water Quality Control Board's Waste Discharge Requirements. The District System Evaluation and Capacity Assurance Plan identified the Orangewood Avenue Sewer Improvements as one of the high priority projects. A location map is attached.

This project will relieve capacity deficiencies in the existing Orangewood Avenue Sewer. The work includes, but is not limited to, the installation of approximately 845 linear feet of new replacement extra strength vitrified clay pipe sewer line of various sizes (10-inch, 15-inch, and 18-inch), abandonment of approximately 770 linear feet of existing sewer line, construction of five (5) new sewer manholes, removal of three (3) existing sewer manholes, and modification of one (1) Orange County Sanitation District existing sewer manhole. Construction of sewer mains in Orangewood Avenue and Western Avenue includes replacement of traffic loop detectors.

**DISCUSSION**

Staff requested proposals from four (4) firms to provide professional engineering

services of construction project management and inspection for this project. A panel of three members rated the submitted proposals on the basis of qualifications without considering cost. Based on evaluation results, JIG Consultants 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>JIG</b>	<b>NV5</b>	<b>Civiltec</b>	<b>KOA</b>
Rater A	161	159	156.5	158
Rater B	163	162.5	157.5	156
Rater C	152.5	152	148.5	145
<b>Total</b>	<b>476.5</b>	<b>473.5</b>	<b>462.5</b>	<b>459</b>

### FINANCIAL IMPACT

There is no impact to the General Fund. This project is included in the 2018-19 Capital Improvement Budget, and will be financed with Sewer Funds in the amount of \$83,340.

### RECOMMENDATION

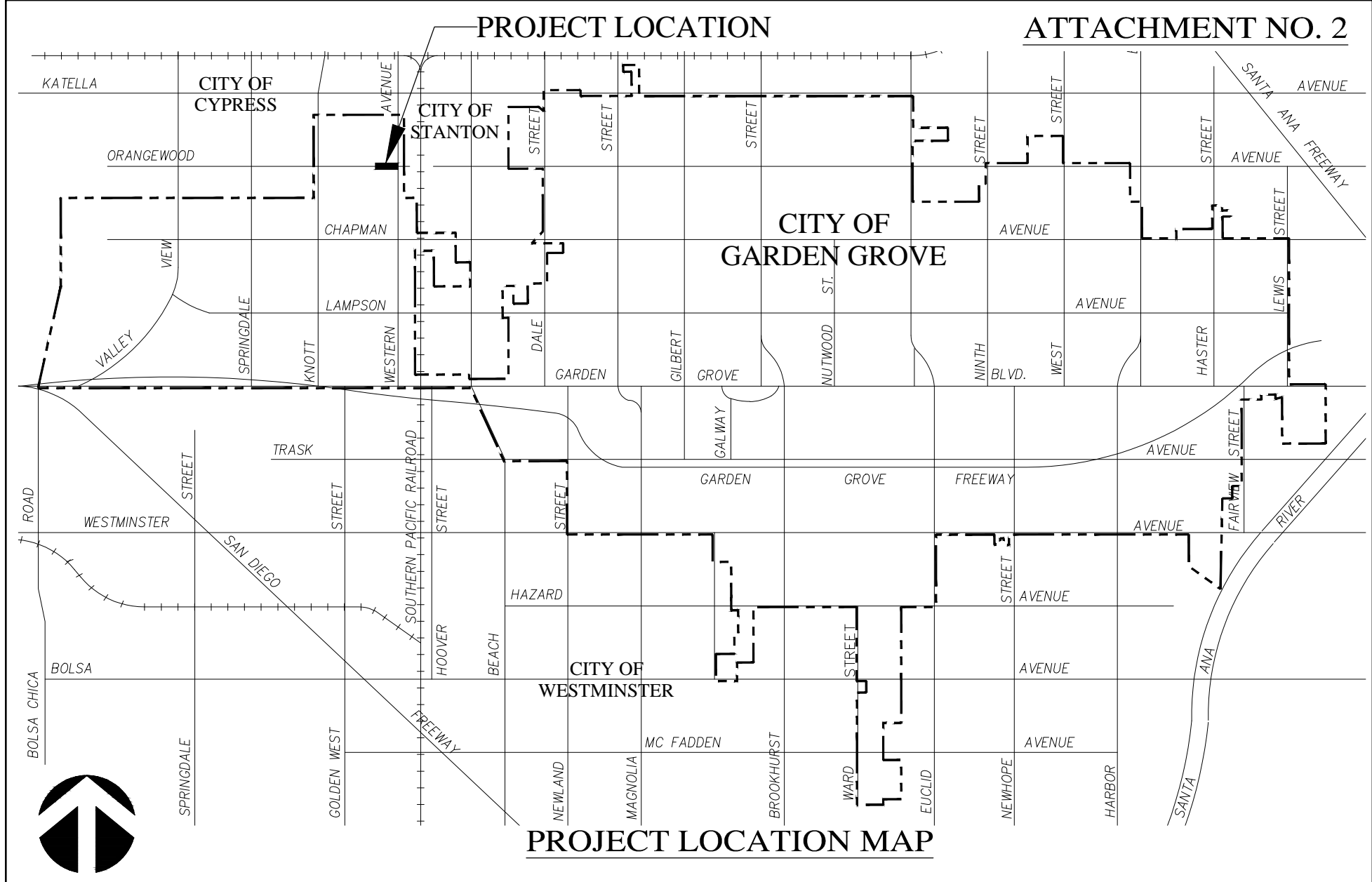
It is recommended that the Sanitary District Board:

- Award a contract for professional engineering services to JIG Consultants for Project No. 7838 – Orangewood Avenue Sewer Improvements Project, in the amount of \$83,340; and
- Authorize the General Manager to execute the agreement on behalf of the Sanitary District.

By: Myung Chun  
Associate Engineer

### ATTACHMENTS:

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Project Location Map	9/12/2018	Backup Material	GGSD#7838-OrangewoodSewerLocationMap(Aug15-2018).pdf
Agreement	9/12/2018	Backup Material	9-25-18_ProfessionalServicesAgreement-JIG.pdf



PROJECT LOCATION MAP



City Of Garden Grove  
Department Of Public Works



CHECKED BY: S.K.	SCALE: N.T.S.	PROJECT NO. 7838	DRAWING NO.
PREPARED BY: M.C.	GARDEN GROVE SANITARY DISTRICT ORANGEWOOD AVENUE SEWER IMPROVEMENTS		
DRAWN BY: M.G.			

## **PROFESSIONAL SERVICES AGREEMENT**

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

### **RECITALS**

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

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

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

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

### **AGREEMENT**

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

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

## **II. TERM**

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

## **III. FEES**

### **A. Accounting Records**

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

### **B. Total Payment**

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

### **C. Monthly Payment**

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

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

#### **IV. TERMINATION**

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

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

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

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

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

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



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

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

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

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

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

## **VIII. ASSIGNMENTS AND SUBCONTRACTING**

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

## **IX. SUCCESSORS IN INTEREST**

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

## **X. THIRD PARTY BENEFICIARY**

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

## **XI. INSURANCE**

### **A. Insurance Required**

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

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

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

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

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

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

2. Workers' Compensation

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

**B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability:

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

2. Automobile Liability:

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

3. Employer Liability:

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

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

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

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

**D. Other Insurance Provisions**

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

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

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

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

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

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

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

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

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

**E. Verification of Coverage**

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

**XII. INDEMNITY**

**A. Indemnification**

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

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

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

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

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

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

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

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

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

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

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

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

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

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

## **XVII. ATTORNEYS' FEES**

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



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

## XVIII. WAIVER

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

## XIX. NOTICES

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

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

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

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

**XX. ENTIRE AGREEMENT**

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



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

#### **XXI. FORCE MAJEURE**

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

#### **XXII. TIME IS OF THE ESSENCE**

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

#### **XXIII. SEVERABILITY**

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

#### **XXIV. PROHIBITED INTERESTS**

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

#### **XXV. SCOPE CHANGES**

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

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

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

**XXVII. AGREEMENT EXECUTION AUTHORIZATION**

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

**XXVIII. RECITALS**

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

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

“DISTRICT”  
GARDEN GROVE SANITARY DISTRICT

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

ATTEST:

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

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

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

JIG Consultants

By: \_\_\_\_\_  
Joseph Gutierrez  
President

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

**EXHIBIT A**

**SCOPE OF SERVICES**



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





August 27, 2018

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

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

Dear Myung:

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

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

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

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

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

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

Sincerely,

**JIG CONSULTANTS**

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

*Enc.*

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### PROJECT UNDERSTANDING

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

The Orangewood Avenue Sewer Improvements will consist of the following:

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

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

### PROJECT APPROACH

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

#### Groundwater Dewatering

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

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



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

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

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

## Potholing of Existing Utilities

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

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

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

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

## Traffic Control and Staging

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

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

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

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

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

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

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

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

Westbound traffic will utilize the single open lane.

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

The left turn lane on Orangewood Avenue will be closed.

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

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

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

## Sewer Bypass

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

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

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

### SCOPE OF WORK

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

#### Pre-Construction Phase

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

#### Construction Phase

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

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

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

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

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



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

► **Prepare project correspondence log organized in chronological order with the following headings:**

- **Section 1 – Correspondence with the Contractor**
- **Section 2 – General Correspondence**
- **Section 3 – Inspection Reports**
- **Section 4 – Material Information/Survey**
- **Section 5 – Weekly Statement of Working Days**
- **Section 6 – Financial Information**

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

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

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

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

## Post-Construction Phase

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

## Scope of Work Exclusions

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

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

### WORK HOUR ESTIMATE

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

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

### ESTIMATE OF WORKING DAYS

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

#### Pre-Construction Phase

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

#### Construction Phase

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

#### Post-Construction Phase

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



## Section 4 – Project Team and Organization

### ORGANIZATION CHART

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

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

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

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

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

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

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

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



## Juan Torres – Construction Inspector

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

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

## Justin Parker – Construction Inspector (Alternate)

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

## Donald Romine – Construction Inspector (Alternate)

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

## RESUMES

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

# Joseph Gutierrez, PE, PMP

## Construction Manager

### REGISTRATION

CA/Professional  
Engineer/Civil/#55604

AZ/Professional  
Engineer/Civil/#37808

### EDUCATION

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

### CERTIFICATIONS

Institute for Sustainable  
Infrastructure/Envision  
Sustainability Professional

Project Management  
Institute/Project Management  
Professional/#318148

### PROFESSIONAL AFFILIATIONS

Project Management Institute

American Society of Civil  
Engineers

Orange County Water Association

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

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

### Experience

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

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

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

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

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

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

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

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

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

# Omar M. Abutaleb, PE

## Construction Manager (Alternate)

### REGISTRATION

CA/Professional  
Engineer/Traffic/#1659

### EDUCATION

1988/Civil Engineering/California  
State University Los Angeles

### AFFILIATIONS

American Society of Civil  
Engineers

Institute of Transportation  
Engineers

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

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

### Experience

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

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



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

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

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

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

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

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

**Contract and Construction Manager - Traffic Signal Modifications Downtown Glendale, City of Glendale, CA:** Responsible for the development of the PS&E package and contract administration for traffic signal modifications and interconnect system in the Glendale downtown area along Brand Boulevard, Central Avenue and Glendale Avenue. Phase I included the modifications of twenty traffic signals and Phase II included modification of thirty-seven traffic signals. Total of 57 traffic signals within downtown Glendale area.

# Juan Torres

## Construction Inspector

### CERTIFICATIONS

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

Radiation Safety and Use of Nuclear Gages.

Training and Certification for Mechanics, 1982

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

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

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

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

### Experience

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

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

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

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

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

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

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

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

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

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

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

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



# Justin Parker

## Construction Inspector (Alternate)

### EDUCATION

1997/BS/Computer Science  
ITT Technical

### CERTIFICATIONS

Department of Public Health Water  
Distribution Operator, #42035

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

Certificate of Locating  
Competency, Staking University

Membrane Reactors PDH

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

### Experience

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

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

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

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

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

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

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

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

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

# Donald Romine

## Construction Inspector (Alternate)

### EDUCATION

Confined Space Awareness  
Course

Trenching and Excavation  
Training, CAL/OSHA

First Aid and CPR

### CERTIFICATIONS

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

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

### Experience

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

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

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

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

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

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

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

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

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

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

## Section 5 – List of Similar Projects

### RELEVANT EXPERIENCE

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

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

Long Beach Water Department

##### CLIENT REFERENCE

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

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

The project included the following:

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

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

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





# Construction Management and Inspection Services Third and Forest Pipeline Project

City of Laguna Beach

## CLIENT REFERENCE

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

JIG was contracted by the City of Laguna Beach for construction management and inspection duties for this high-profile project, which required replacement of an existing 24-inch trunk sewer with a new 18-inch trunk sewer in front of City Hall (see Page 17 for project information and fact sheet). The project also included jacking and boring of a 24-

inch steel casing under the Third Street hill which closed the roadway for a one month period. The Construction Manager was involved with public relations and provided assistance with development of the project website, project hotline, and newspaper project advertisements. The Construction Manager made several presentations to city council for updates on construction progress. The Construction Manager coordinated with the police department, fire department, community services, public works department, City Senior Center, Caltrans, and Laguna Beach County Water District.

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



# Construction Inspection Services

## North Bay Intake Pump Station Replacement Project

Lake Arrowhead Community Services District

### CLIENT REFERENCE

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

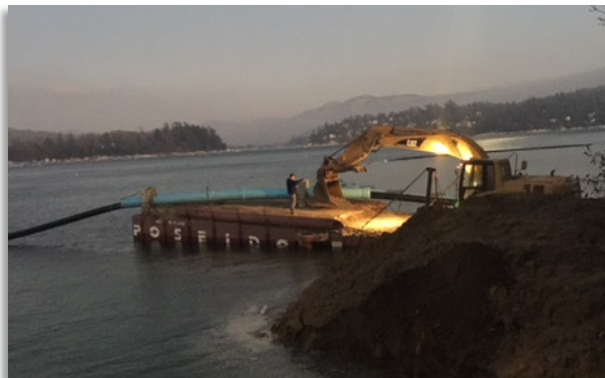
The North Bay Pump Station, which was built in the early 1970s, is the main water supply source taking water from Lake Arrowhead and serving the general community for the Service District. Due to its age, there have been multiple pump failures over the years. This project was for the replacement of the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

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

representative on site.

The project included the following items:

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



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

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

East Valley Water District

## CLIENT REFERENCE

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

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

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



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



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

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

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



# Construction Management Services Plant 40 Pump Station Improvements

East Valley Water District

## CLIENT REFERENCE

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

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

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

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

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



# Project 92 and 93 Sewer Improvement Projects

## Garden Grove Sanitary District

### CLIENT REFERENCE

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

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

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

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



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

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

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



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

### FEE SCHEDULE

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

The Fee Schedule is submitted under separate cover.

### RATE SCHEDULE

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

#### JIG Consultants

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

#### Reimbursable:

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

**EXHIBIT B**

**SCHEDULE OF PAYMENT**

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

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

**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                      Date: 9/25/2018  
from the meeting held on  
August 28, 2018. (*Action  
Item*)

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Attached are the minutes from the meeting held on August 28, 2018, recommended 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 8-28-2018	9/19/2018	Minutes	sd-min_08_28_2018.pdf

## MINUTES

### GARDEN GROVE SANITARY DISTRICT BOARD OF DIRECTORS

#### Regular Meeting

Tuesday, August 28, 2018

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

#### CONVENE MEETING

At 6:58 p.m., President Beard convened the meeting in the Council Chamber.

ROLL CALL      PRESENT:      (6)      President Beard, Members Bui, Jones,  
Klopfenstein, K. Nguyen, T. Nguyen

ABSENT:      (1)      Member O'Neill

#### ORAL COMMUNICATIONS

Speakers:    Mona Marche, Leland Sisk, Charles Mitchell, Tony Flores, Verla Lambert

#### RECESS

At 7:22 p.m., President Beard declared a recess.

#### RECONVENE

At 7:24 p.m., President Beard reconvened the meeting with Members Bui, Jones, Klopfenstein, K. Nguyen, and T. Nguyen present.

#### RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JULY 24, 2018 (F: Vault)

It was moved by Member Jones, seconded by Member Klopfenstein that:

The minutes from the meeting held on July 24, 2018, be received and filed.

The motion carried by a 6-0-1 vote as follows:

Ayes:      (6)      Beard, T. Nguyen, Bui, Klopfenstein, K. Nguyen,  
Jones

Noes:      (0)      None

Absent:    (1)      O'Neill

AWARD OF CONTRACT TO MLADEN BUNTICH CONSTRUCTION CO., INC., FOR  
PROJECT NO. 7838 - ORANGEWOOD AVENUE SEWER IMPROVEMENTS PROJECT

After staff presentation, it was moved by Member K. Nguyen, seconded by Member Klopfenstein that:

The contract to Mladen Buntich Construction Co., Inc. for Project No. 7838 – Orangewood Avenue Sewer Improvements Project, in the amount of \$708,835, be awarded; and

The General Manager be authorized to execute the agreement on behalf of the Sanitary District.

The motion carried by a 6-0-1 vote as follows:

Ayes:	(6)	Beard, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones
Noes:	(0)	None
Absent:	(1)	O'Neill

ADJOURNMENT

At 7:28 p.m., President Beard adjourned the meeting. The next Regular Sanitary District Meeting is scheduled for Tuesday, September 25, 2018, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizabeth Vasquez  
Deputy Secretary