



## AGENDA

Garden Grove Sanitary District  
Board of Directors

Tuesday, October 22, 2019

6:30 PM

Community Meeting Center 11300  
Stanford Avenue Garden Grove  
California 92840

**John R. O'Neill**

President

**George S. Brietigam**

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 BRIETIGAM, PRESIDENT O'NEILL

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. Award a contract to AKM Consulting Engineers for consultant design services of the Partridge Lift Station Improvements Project - Project No. 7849. (Cost: \$157,086) (Action Item)

2.b. Adoption of a Resolution approving and adopting the 2019 Orange County Regional Water and Wastewater Hazard Mitigation Plan. *(Action Item)*

2.c. Receive and file minutes from the meeting held September 24, 2019. *(Action Item)*

3. ITEMS FOR CONSIDERATION

3.a. Award a contract to Paulus Engineering, Inc., for Project No. 7824 - Ward Street Sewer Line Improvement. (Cost: \$719,809) *(Action Item)*

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

5. ADJOURNMENT

The next Regular Sanitary District Meeting will be held on Tuesday, November 26, 2019, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	General Manager	Dept.:	
Subject:	Award a contract to AKM Consulting Engineers for consultant design services of the Partridge Lift Station Improvements Project - Project No. 7849. (Cost: \$157,086) (Action Item)	Date:	10/22/2019

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**OBJECTIVE**

To recommend that the Garden Grove Sanitary District (GGSD) Board award a contract to AKM Consulting Engineers for consultant design services of the Partridge Lift Station Improvements Project - Project No. 7849.

**BACKGROUND**

Partridge Lift Station was constructed in 2010 and serves the Thunderbird Mobile Home Park, and two professional lots on Partridge Street. This sewer lift station is a submersible pump station located behind the curb, in the Partridge Street cul-de-sac, south of Garden Grove Boulevard. This lift station requires excessive maintenance due to the frequent pump clogging caused by flushable wipes from the tributary area. GGSD provided public education and outreach to the tributary area in the past few years but no noticeable mitigation was observed in the pump clogging issue.

To remedy the problem, the District conducted a preliminary investigation into adding a mechanical sewage grinder up stream of the lift station and confirmed the feasibility. A preliminary design of this improvements was performed by AKM to determine the grinder size and installation requirements. At our request, AKM submitted a proposal to staff to convert the preliminary design to a final design, for an amount not to exceed \$157,086.

AKM has the same design team designated to perform this work and has the necessary archives that would afford the District the distinct advantage of a much lower cost, as well as a streamlined schedule, that would not be attainable with a competitive bid process of other consultants.

**DISCUSSION**

This project is consistent with the community vision for maintaining and upgrading the sewer system to ensure maximum protection of public health and the environment.

#### FINANCIAL IMPACT

These consultant design services will be financed with Sewer Funds in a not-to-exceed amount of \$157,086. This project will have no impact on the General Fund.

#### RECOMMENDATION

It is recommended that the Garden Grove Sanitary District Board:

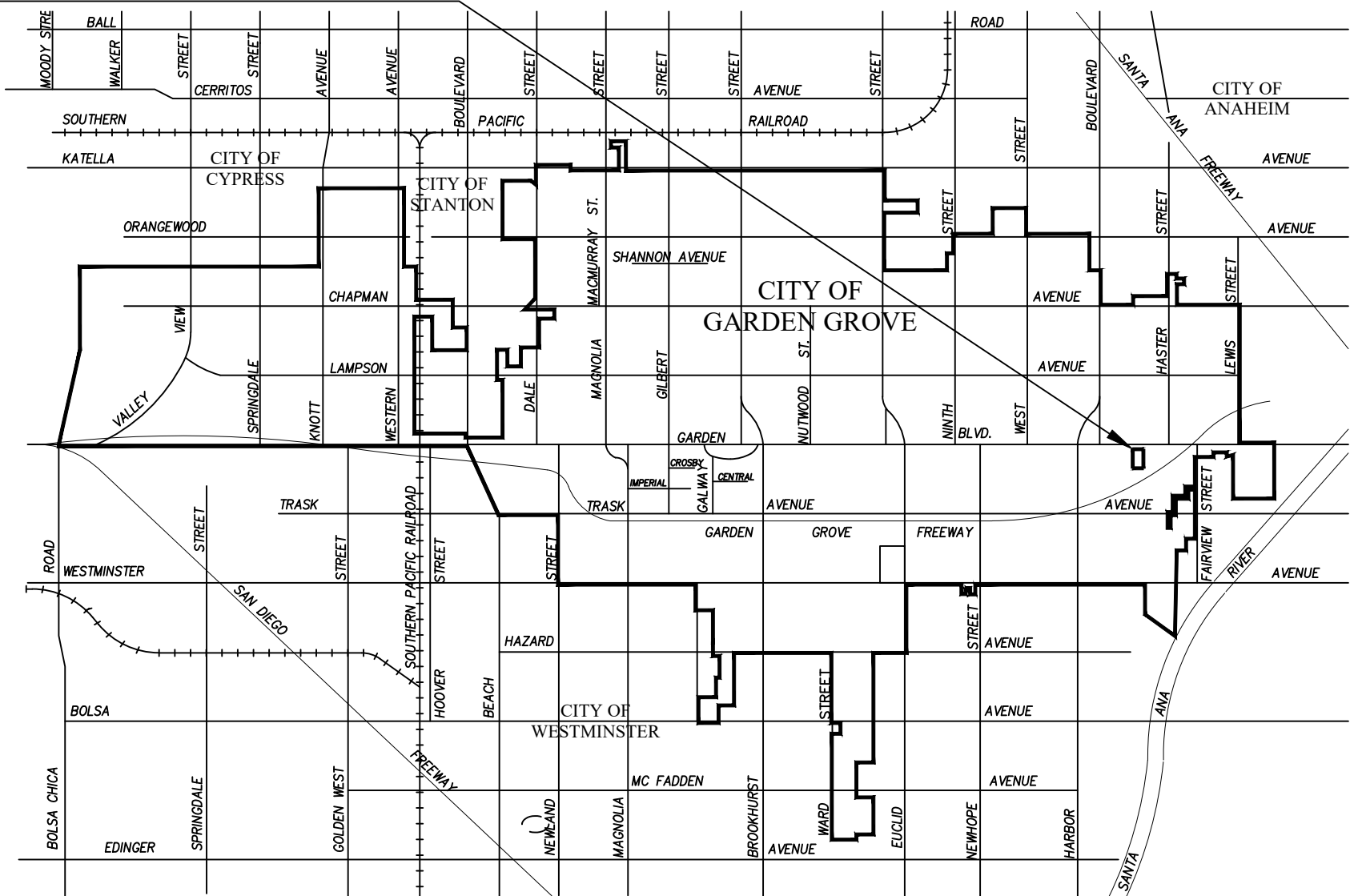
- Award the contract for consultant design services to AKM Consulting Engineers for the Partridge Lift Station Improvements Project - No. 7849 in the amount of \$157,086; and
- Authorize the General Manager to execute the agreement with AKM Consulting Engineers on behalf of the Sanitary District.

By: Liyan Jin, Associate Engineer  
Public Works

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Attachment 1_Location Map	10/7/2019	Backup Material	Attachment_1__LocationMap-Project-7849.pdf
Attachment 2_Professional Service Agreement	10/7/2019	Agreement	Attachment_2_Professional_Service_Agreement.pdf
Attachment 3_AKM Proposal	10/7/2019	Backup Material	Attachment_3__AKM_Design_Proposal.pdf

# PROJECT LOCATION



## PROJECT LOCATION MAP



City Of Garden Grove  
Department Of Public Works



CHECKED BY: R.L.	SCALE: N.T.S.	PROJECT NO. 7849	DRAWING NO.
PREPARED BY: L.J.	CITY OF GARDEN GROVE PROJ. #7849- PARTRIDGE LIFT STATION IMPROVEMENTS PROJECT		
DRAWN BY: L.J.			

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 22 day of October, 2019, by and between the GARDEN GROVE SANITARY DISTRICT, a California Special District, hereinafter referred to as "District," and AKM CONSULTING ENGINEERS, a California Corporation, hereinafter referred to as "Consultant." District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

### **RECITALS**

WHEREAS, District has determined that there is a need for PROFESSIONAL ENGINEERING SERVICES for PARTRIDGE LIFT STATION 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 "A", except as otherwise set forth herein, provided compensation under this Agreement shall not exceed \$ 157,086 .

### **C. Monthly Payment**

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

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

#### **IV. TERMINATION**

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

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

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

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

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

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



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

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

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

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

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

## **VIII. ASSIGNMENTS AND SUBCONTRACTING**

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

## **IX. SUCCESSORS IN INTEREST**

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

## **X. THIRD PARTY BENEFICIARY**

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

## **XI. INSURANCE**

### **A. Insurance Required**

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

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

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

Consultant shall maintain in full force and effect throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per claim or per occurrence and Two Million Dollars (\$2,000,000) aggregate, in accordance with the provisions of this Section. If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the

policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

2. Workers' Compensation

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

**B. Minimum Limits of Insurance**

Consultant shall maintain limits not less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to DISTRICT and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.

2. Automobile Liability:

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

3. Employer Liability:

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

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

Any deductibles or self-insured retentions must be declared to and approved by the District General Manager. At the option of the District General Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Garden Grove Sanitary District, City of Garden Grove, and their respective board members, officers, officials, employees, agents and volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, or Consultant shall otherwise provide an alternative satisfactory to the District General Manager.

**D. Other Insurance Provisions**

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

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

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

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to the

Garden Grove Sanitary District, City of Garden Grove, and their respective board members, officers, officials, employees, agents, and volunteers.

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

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

6. Consultant agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

#### **E. Verification of Coverage**

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

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

## **XII. INDEMNITY**

### **A. Indemnification**

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

for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the Garden Grove Sanitary District, the City of Garden Grove, and their board members, officers, directors, officials, employees, or agents.

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

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

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

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

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



employment; and that Consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

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

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

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

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

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

B. The documents and study materials for this project shall become the property of District upon the termination or completion of the work. Consultant agrees

to furnish to District copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by District.

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

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

**XVII. ATTORNEYS' FEES**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which they may be entitled.

**XVIII. WAIVER**

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

**XIX. NOTICES**

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



must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To District: Garden Grove Sanitary District  
13802 Newhope Street  
Garden Grove, CA 92843  
Attention: Rebecca Li

To Consultant: AKM Consulting Engineers  
553 Wald  
Irvine, CA 92618  
Attention: Zeki Kayiran, P.E.

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

## **XX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

## **XXI. FORCE MAJEURE**

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

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

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

## **XXIII. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this

Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

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

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

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

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

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

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

#### **XXVII. AGREEMENT EXECUTION AUTHORIZATION**

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

#### **XXVIII. RECITALS**

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

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


"DISTRICT"  
GARDEN GROVE SANITARY DISTRICT

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

ATTEST:

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

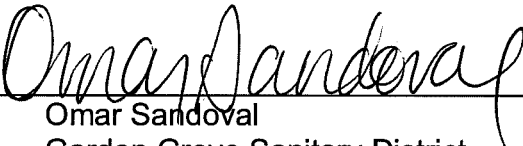
"CONSULTANT"

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

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

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

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



**AKM Consulting Engineers**

553 Wald  
Irvine, CA 92618

*Telephone: 949.753.7333*

*Facsimile: 949.753.7320*

*www.akmce.com*

*Water  
Resources*

*Infrastructure*

*Construction  
Management*

*Municipal  
Services*

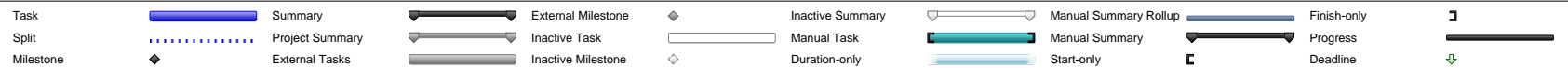
**EXHIBIT A**

**SCOPE OF SERVICES / FEE SCHEDULE**

City of Garden Grove Design and Inspection Services for Partridge Lift Station Proposal - September 25, 2019										
Task No.	Description					Fees				Total Cost
		Project Engineer	Inspector	CADD	Office Support					
		\$202	\$150	\$101	\$72	Total Hours	Labor Total	Survey	Expenses	
1	Coordination with SCE	8		12		20	\$2,828	\$5,800		\$8,628
2	Research and Investigation	8				8	\$1,616		\$250	\$1,866
3	Develop Plans, Specifications, and Estimates	200		320	24	544	\$74,448		\$300	\$74,748
4	Bid Phase Support	8			4	12	\$1,904			\$1,904
5	Construction Phase Support	72		20	8	100	\$17,140		\$300	\$17,440
6	Optional -- Inspection Support		240			240	\$36,000		\$1,500	\$37,500
7	Optional -- Unforeseen Engineering Support	72				72	\$14,544		\$456	\$15,000
Total Hours		368	240	352	36	924				
TOTAL FEE		\$74,336		\$35,552	\$2,592		\$97,936	\$5,800	\$850	\$104,586
OPTIONAL FEE		\$14,544	\$36,000				\$50,544		\$1,956	\$52,500

**Garden Grove Sanitary District  
Partridge Lift Station  
Open Channel Grinder  
Construction Schedule**

ID	Task Name	Duration	Start	Finish	Oct '19	Nov '19	Dec '19	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20
1	Coordinate with SCE	43 days	Mon 9/30/19	Wed 11/27/19										
2	Project Design	55 days	Mon 12/2/19	Fri 2/14/20										
3	Bid	11 days	Wed 3/4/20	Wed 3/18/20										
4	Award	1 day	Tue 3/24/20	Tue 3/24/20										
5	Contract and Insurance	13 days	Wed 3/25/20	Fri 4/10/20										
6	Notice to Proceed	1 day	Mon 4/13/20	Mon 4/13/20										
7	Shop Drawings	20 days	Mon 4/13/20	Fri 5/8/20										
8	Equipment Procurement	35 days	Mon 4/27/20	Fri 6/12/20										
9	Install SCE Conduit, Transformer, and Service	15 days	Mon 4/27/20	Fri 5/15/20										
10	Control Panel Modifications	5 days	Mon 6/15/20	Fri 6/19/20										
11	Manhole Modifications / By-Pass Pumping	5 days	Mon 6/22/20	Fri 6/26/20										
12	Conduit Installation / Wire Terminations	5 days	Mon 6/29/20	Fri 7/3/20										
13	Generator Installation	5 days	Mon 7/6/20	Fri 7/10/20										
14	Start-Up	1 day	Mon 7/13/20	Mon 7/13/20										
15	Punch List and Site Restoration	4 days	Tue 7/14/20	Fri 7/17/20										
16	Project Closeout / Demobilization	5 days	Mon 7/20/20	Fri 7/24/20										





*Water Resources  
Infrastructure  
Construction Management*

***AKM Consulting Engineers***

**553 Wald**

**Irvine, CA 92618**

**Telephone: 949.753.7333 Facsimile: 949.753.7320**

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

September 25, 2019

**City of Garden Grove**

**Public Works Department Water Services**

**13802 Newhope Street**

**Garden Grove, CA 92843**

**Attn:** Ms. Liyan Jin, P.E. (Associate Engineer)

**Subject: Proposal to Provide Design and Inspection Services for the Partridge Lift Station Improvements**

Dear Ms. Jin:

Pursuant to your request, AKM is pleased to submit this proposal to provide engineering design and inspection services for improvements at the Partridge Sewage Lift Station. These improvements are for the installation of a grinder (muffin monster) to the station's influent sewer and converting the existing SCE electrical service to three-phase power. Our understanding of the work, scope, fee, and schedule are provided in the paragraphs below:

***Project Understanding***

The Partridge Lift Station is located behind the curb, in the Partridge Lane cul-de-sac, south of Garden Grove Boulevard. The Lift Station serves the Thunderbird Mobile Home Park, and two professional lots (currently vacant) on Partridge Street.

The Lift Station was constructed in 2010, and consists of: an 8-foot diameter wet well with two 160 GPM, slide rail submersible pumps; a 10'-9" x 8' valve vault with a flow meter and by-pass pump connection; 400 L.F. of 4-inch PVC forcemain which terminates in Garden Grove Boulevard; pump control panel with an alarm dialer; and a natural gas fueled emergency generator.

The Lift Station's power is provided by SCE through a 240/120 volt, 1 phase, 3 wire service. Originally, the sewage pumps operated on the 240 volt, single phase power. However, due to repeated failures of the single phase motor capacitors, and frequent pump clogging, the pumps were replaced with units incorporating 3 phase motors. Single phase power to each pump was changed to 3 phase power through a converter mounted to the outside of the pump station control enclosure.

The Lift Station continues to be plagued by pump ragging issues. To remedy the problem, the District conducted a preliminary investigation to add a mechanical sewage grinder upstream of the lift station. JWC Environmental (manufacturers of the muffin monster) reviewed the potential application and determined that an installation of a grinder would be feasible.

AKM investigated the use of a mechanical sewage grinder and developed a Preliminary Design Report. AKM determined installation of an open channel grinder in the Partridge Lift Station upstream manhole is feasible to construct. A muffin monster model 30005-0008 open channel grinder is recommended for the project. The grinder is equipped with a 5 HP explosion proof motor, guiderail system and lifting chain for removal from the manhole, and control panel for operation of the equipment. The grinder should be installed on the upstream end of the manhole, with approximately 12-inches of clearance from the manhole wall to prevent blockage of the sewer if it should stop operating. The installation will require the manhole channel to be widened to 16-inches and deepened to 24-inches. The manhole access shaft will need to be relocated over the grinder and



increased in size to 30 or 36 inches to allow for removal of the equipment using the guiderail system. By-pass pumping will be required while the manhole is being modified. By-pass operations are expected to last one week.

SCE has indicated that 3-phase power may be available in front of the Orange County Emergency Pet Clinic, located on the southeast corner of Garden Grove Boulevard and Partridge Street. Approximately 475 LF of 4-inch conduit will need to be installed from the pick-up location to a new transformer located adjacent to the Partridge Lift Station. The District will be responsible for all trenching, conduit, and structure installation. SCE will install the cable, transformer, and meter. The transformer and meter pedestal will need to be located in public right-of-way.

With three-phase power, the existing Ronk Add-A-Phase converters for the sewage pumps can be removed. The muffin monster can be installed without the Rotoverter Phase Converter. The existing 30 kW generator will need to be replaced with a 30 kW, 3-phase, natural gas generator, which has the same footprint as the existing single-phase unit. A new 3-phase automatic transfer switch will be provided and installed in the existing electrical enclosure.

### **Scope of Work**

Our scope of work includes the following tasks:

#### **Task 1 – Coordinate with SCE**

AKM will have the site surveyed and will coordinate with SCE to develop a Service Plan. We will begin Task 3 once we receive a Service Plan from SCE.

#### **Task 2 – Research and Investigation**

AKM will reach out to Dig Alert and obtain all the utility plans in the project location.

#### **Task 3 – Develop Plans, Specifications, and Estimates**

- A. Construction Plans: AKM will prepare construction plans and submit at the 60 and 90 percent stages, each followed by GGSD review. They will be prepared on 24" x 36" with standard GGSD title block in 2017 AutoCAD format and will be signed and sealed by a registered professional engineer in the State of California. Electronic files in PDF and AutoCAD formats will also be submitted.

List of drawings anticipated are:

- |   |   |
|---|---|
| 1. Title Sheet                                | 9. Civil Details                        |
| 2. General Notes, Symbols and Abbreviations   | 10. Existing Electrical Demolition Plan |
| 3. Existing Lift Station Site Demolition Plan | 11. Electrical Site Plan                |
| 4. Lift Station Site Plan                     | 12. Conduit Plan                        |
| 5. Lift Station Site Section                  | 13. Single Line Diagram                 |
| 6. Muffin Monster / Manhole Plan              | 14. Electrical Details                  |
| 7. Muffin Monster / Manhole Section           | 15. SCE Details                         |
| 8. Muffin Monster / Manhole Details           |   |

- B. Technical Specifications: GGSD will provide AKM with the Front End documents. AKM will modify the Front End documents as it relates to this project. A bid schedule will also be developed which will be broken out into sufficiently detailed tasks to assist in evaluating the bids and preparing progress payments. GGSD furnished contract and insurance documents as well as a reduced set of drawings will be included to complete the contract document package. Technical Specifications will be submitted at the 60 and 90 percent stages, each followed by GGSD review. The final specification will be submitted as a hardcopy, signed and sealed by the Engineer of Record and electronically in PDF and Microsoft Word formats.

- C. Cost Estimates: Detailed construction cost estimates will be developed for each plan submittal to the District. The estimates will incorporate price quotes from equipment vendors, and will reflect the most recent trends in construction pricing.

#### ***Task 4 – Bid Phase Support***

AKM will provide the following engineering services during bidding:

- A. Respond to Questions during Bidding: This task will involve responding to contractor questions during the bid. It is understood that GGSD will receive all the questions and issue the responses in order to properly control the flow of information.
- B. Prepare Addenda: If needed, the plans and specifications will be revised to address the bidding period issues and addenda will be prepared. Preparation of two addenda are included in our proposal.

#### ***Task 5 – Construction Phase Support***

During the construction of the proposed improvements, AKM will provide the following construction phase services and include the appropriate fee in the submitted Proposal:

- A. Pre-Construction Meeting: Attend pre-construction meeting with the District and Contractor prior to beginning construction.
- B. Contractor's RFI: Respond to five (5) Requests for Information from the Contractor and the District.
- C. Shop Drawing Reviews: Review of up to ten (10) shop drawing submittals. AKM will include an adequate fee amount to perform a second review of each shop drawing submittal.
- D. Site Visit: Three (3) visits of four hours as requested by District staff.
- E. Record Drawings: At the conclusion of construction, the Contractor and Project Inspector will provide AKM with a single, consolidated set of red-lined as-built drawings. AKM will prepare the final record drawings based on same. Record drawings shall be prepared in AutoCad.

#### ***Task 6 – Inspection Support (OPTIONAL)***

AKM will provide the following inspection services, if directed by the City:

- A. Attend Pre-Construction meeting.
- B. Observation of construction for compliance with the Contract Documents, permits, and favorably reviewed shop drawings.
- C. Preparing Daily Construction Reports which includes summary of day's activities and photographs
- D. Coordinating Submittals and RFI.
- E. Participating in testing and start-up work as needed.

Inspection work will be on a time and materials basis, 8 hours per day minimum.

#### ***Task 7 – Unforeseen Engineering Support (OPTIONAL)***

AKM will provide unforeseen engineering support on a time and materials basis, if directed by the District.

#### ***Fee Estimate***

To complete the above described scope of services, we estimate a budget of \$104,586 will be required. Optional inspection support will be \$37,500 and optional unforeseen engineering support will be \$15,000. The work will be billed on a time and material, not to exceed basis, in accordance with AKM's established billing rates. AKM will not exceed the District established budget without prior written authorization from the District.

### ***Schedule***

Our schedule to complete the design phase of the project is attached. Assuming an October 1, 2019 start date, we anticipate the work to be completed by mid-February 2020.

We appreciate the opportunity to be of service to the District. If you should have any questions or comments regarding our proposal, please feel free to contact us by phone or e-mail at your convenience.

Very truly yours,

**AKM Consulting Engineers**

A handwritten signature in black ink, appearing to read 'Jared Lee', with a stylized flourish at the end.

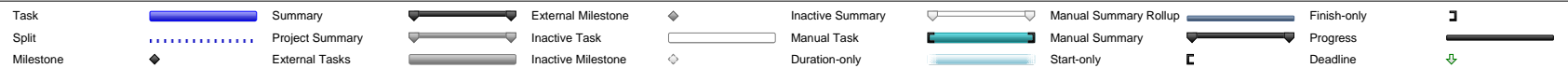
Jared Lee, P.E.  
Senior Engineer

Attachments: Fee and Schedule

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Total Hours		368	240	352	36	924				
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OPTIONAL FEE		\$14,544	\$36,000				\$50,544		\$1,956	\$52,500

**Garden Grove Sanitary District  
Partridge Lift Station  
Open Channel Grinder  
Construction Schedule**

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16	Project Closeout / Demobilization	5 days	Mon 7/20/20	Fri 7/24/20										



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	General Manager	Dept.:	
Subject:	Adoption of a Resolution approving and adopting the 2019 Orange County Regional Water and Wastewater Hazard Mitigation Plan. ( <i>Action Item</i> )	Date:	10/22/2019

---

**OBJECTIVE**

To present the Garden Grove Sanitary District (GGSD) Board with a resolution approving and adopting the 2019 Orange County Regional Water and Wastewater Hazard Mitigation Plan (the Plan), as required by the Disaster Mitigation Act of 2000 (DMA 2000).

**BACKGROUND**

In 2012, a multi-hazard mitigation plan was updated in cooperation with the Municipal Water District of Orange County (MWDOC) and 18 other participating water and wastewater utilities to prepare for natural and man-made hazards in Orange County.

The Plan was developed by assessing, profiling, and mitigating the risks within the community's water and wastewater facilities. The Plan contains a list of goals, objectives, and actions that can be implemented to ensure continuous services to our community and safeguarding those services in the event of a disaster.

**DISCUSSION**

The Plan is required to be updated every five years, per the DMA 2000. The Plan is structured to have a base plan and appendices that reflect information that is generic to all participating agencies, such as the planning process, risk assessment, mitigation strategy, and plan maintenance. In addition, there are annexes that are specific to each agency, including a description of physical infrastructure assets, potential disaster impacts, and the mitigation goals and actions for each participating agency. The attached annex is specifically for the GGSD. The full Plan is available for

review online at MWDOC's website.

The Plan is eligible for final approval pending its adoption by MWDOC and all participating agencies. After adoption by each participating agencies' governing body, the Plan will be submitted to the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services for approval. Once approved, GGSD will be eligible to receive FEMA funds for the purpose of mitigating damage to public facilities due to a natural disaster.

#### FINANCIAL IMPACT

There is no impact to the Sewer Enterprise Fund.

#### RECOMMENDATION

It is recommended that the Garden Grove Sanitary District Board:

- Adopt the attached Resolution for the 2019 Orange County Regional Water and Wastewater Multi-Hazard Mitigation Plan.

By: Katie Delfin, Senior Administrative Analyst  
Public Works

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
SD Resolution	10/17/2019	Resolution	10-22-19_GGSD_Water_Plan_-_five_year.pdf
Garden Grove Sanitary District Annex	10/8/2019	Exhibit	T_GGSD_Annex_MJHMP.pdf

GARDEN GROVE SANITARY DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE GARDEN GROVE SANITARY DISTRICT BOARD  
APPROVING AND ADOPTING THE ORANGE COUNTY REGIONAL WATER AND  
WASTEWATER HAZARD MITIGATION PLAN

WHEREAS, the United States Congress passed the Disaster Mitigation Act of 2000 emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, the Disaster Mitigation Act of 2000 requires all cities, counties and special districts to develop and adopt a Hazard Mitigation Plan (HMP) to be eligible to receive federal grants pertaining to disaster preparedness;

WHEREAS, the Garden Grove Sanitary District recognizes that the threat from natural hazards poses a risk to water and wastewater utilities and the individuals they serve, and impacts can result in regional economic and public health consequences;

WHEREAS, by planning for natural and manmade hazards and implementing projects that mitigate risk, utilities can reduce costly damage and improve the reliability of service following a disaster;

WHEREAS, the Municipal Water District of Orange County, the Garden Grove Sanitary District and 18-other member agencies participated in development of the HMP in conjunction with a consultant;

WHEREAS, the resources and information within the HMP will allow the Garden Grove Sanitary District and the member agencies to identify and prioritize future mitigation projects, meet the requirements of federal assistance programs and grant applications, and encourage coordination and collaboration in meeting mitigation goals;

WHEREAS, a Planning Team was formed to participate in the FEMA-prescribed mitigation planning process to prepare the HMP;

WHEREAS, a public outreach strategy was employed as a required component of developing the HMP, including posting information on member agency websites, email and social media distribution, community survey, and presentations at the Orange County Business Council and Orange County Emergency Management Organization meetings;

WHEREAS, the HMP was made available for public review from August 10, 2018, to September 10, 2018;

WHEREAS, on October 15, 2018, the HMP was provided to the California Department of Emergency Services (CalOES) for review;



WHEREAS, the HMP was revised based on CalOES feedback and was submitted to the Federal Emergency Management Agency (FEMA) for review on February 20, 2019;

WHEREAS, the HMP received FEMA Approval Pending Adoption on September 16, 2019, subject to the Garden Grove Sanitary District Board adopting this Resolution to approve and adopt the HMP;

WHEREAS, the Garden Grove Sanitary District Board has reviewed the HMP; and

WHEREAS, the HMP identifies and assesses hazards most likely to affect the Garden Grove Sanitary District and provides actions to mitigate them.

NOW, THEREFORE BE IT RESOLVED by the Garden Grove Sanitary District Board that the Orange County Regional Water and Wastewater Hazard Mitigation Plan attached as Exhibit "A" is hereby approved and adopted.

## **GARDEN GROVE SANITARY DISTRICT ANNEX**

The Garden Grove Sanitary District (GGSD) is a participant Member Agency (MA) in Orange County Water and Wastewater Multi-Jurisdictional Hazard Mitigation Plan (HMP). The GGSD is an independent special district but is run and operated by the City of Garden Grove. As a participant MA, GGSD representatives were part of the HMP Planning Process and served on the Planning Team responsible for the Plan Update; refer to Section 2 of the Plan. It is important to note that these representatives are the same representatives as the City of Garden Grove due to how they are operated. The primary Plan, including the hazard mitigation plan procedural requirements and planning process apply to GGSD.

This Annex supplements information contained in the primary Plan and describes how GGSD's risks vary from the planning area. The Risk Assessment (Section 3) summarizes the hazards and risks that pose a threat to Orange County. The primary Plan treats the entire County as the planning area and identifies which MAs are subject to a profiled hazard. The purpose of this Annex is to provide additional information specific to Garden Grove with a focus on the risk assessment and mitigation strategy.

The Garden Grove Sanitary District participated in this multi-jurisdictional plan as a component of long-standing best practices between Orange County water and wastewater agencies. Orange County agencies have worked together for decades to improve regional and local reliability and resiliency through joint or collaborative capital improvement projects, planning processes and emergency management practices. The District's Wastewater Service boundaries are slightly different than the City's political boundaries. The City serves most of Garden Grove and a small area that is county unincorporated. City wastewater services are managed within an enterprise fund governed by the Garden Grove Sanitary District Board (GGSD).

The City of Garden Grove Local Hazard Mitigation Plan and MWDOC's multi-jurisdictional plan will be maintained separately, as each plan uses a separate planning committee for reviews and updates. The City and the Sanitary District staff are on both Hazard Mitigation Planning Committees and is ensuring that concepts from this plan will be integrated throughout the City's plan where appropriate. Both plans will be adopted by City Council and GGSD. The Garden Grove Local Hazard Mitigation Plan will be reviewed annually by the City and the Hazard Mitigation Planning Committee. The multi-jurisdictional plan will be reviewed annually by MWDOC and participating agencies, including the GGSD Staff. A formal 5-year update for both plans will be submitted to Cal OES/FEMA and adopted by the City Council and the GGSD Board. A copy of the LHMP can be downloaded under "Mitigation" at:

<https://www.mwdoc.com/your-water/emergency-management/emergency-management-resources/>

### **HAZARD MITIGATION PLAN POINT OF CONTACT AND DEVELOPMENT TEAM**

The following representatives attended the Planning Team meetings on behalf of the City of Garden Grove and the Garden Grove Sanitary District, and coordinated the hazard mitigation planning efforts with Garden Grove staff:

#### **Primary Point of Contact**

Katie Victoria  
Senior Administrative Analyst  
katiev@garden-grove.org  
714-741-5398

#### **Alternate Point of Contact**

Raquel Manson  
Senior Administrative Analyst  
rmanson@garden-grove.org  
714-741-5554

In addition to participating on the Planning Team, an internal team was also formed to support Planning Team representatives and provide information for the Plan update. The following staff served as Garden Grove's internal hazard mitigation planning development team.

Representative	Title	How Participated
Sam Kim	Water Services Manager	Review process/Update
Robert Bermudez	Water Production Supervisor	Review process/Update
Brent Hayes	Sanitation Supervisor	Review process/Update

### **JURISDICTION PROFILE (Service Population: 177,300)**

In 1993, the City of Garden Grove began the process to consolidate sanitation services in the community from two special districts--the Garden Grove Sanitary District and the Midway City Sanitary District--into one provider, the City of Garden Grove. In May of 1997, the City officially consolidated its sewer maintenance, refuse collection, and recycling efforts under one organization--the Garden Grove Sanitary District, whose borders were reorganized to be more contiguous with the City limits.

The Garden Grove City Council acts as the Board of Directors of the Garden Grove Sanitary District, a subsidiary district of the City of Garden Grove. Today, the Garden Grove Sanitary District provides sewer maintenance and has 3 lift stations throughout the City. Garden Grove's wastewater collection system consists of 1,632,598 feet (309.2 miles) of gravity sewers ranging in size from 4-inch to 24-inch in diameter.

The sewer rates are being used to implement a \$54 million Capital Improvement Program funded by a combination of increased revenue and bond financing. The first tranche of the bond money used for projects completed in the years 2006 and 2010 has been exhausted. The second tranche will be implemented in future fiscal years, if needed. In the meantime, the design and construction of capital improvement projects will be financed with the sewer revenue.

### **HAZARDS**

Detailed hazard profiles for the planning area are provided in Section 3. Garden Grove is located inland and therefore is not subject to coastal hazards such as coastal storms/erosion and tsunamis. However, the District is subject to most of the other hazards identified for the planning area. Many of these hazards are dispersed and may affect the entire region, including climate change, drought, ground shaking from earthquakes, geologic hazards, and high wind. The District service boundaries contains large areas of land in the 100-year flood zones primarily in the southeastern portion of the City and nearly the rest of the City is within the 500-year FEMA flood zone. The City contains no high or very high fire hazard severity zones. Human-caused hazards and power outages are also hazards that could impact the District. There are no hazards that are unique to Garden Grove.

Based on the risk assessment, the GGSD development team identified the following hazards that affect Garden Grove and summarized their geographic extent, probability of future occurrence, magnitude/severity and significance; refer to Table T-1.

**Table T-1**  
**Garden Grove Sanitary District Hazard Identification**

Hazard	Geographic Extent	Probability of Future Occurrences	Magnitude/Severity	Significance
Climate Change	Significant	Likely	Limited	Low
Contamination/ Salt Water Intrusion	Significant	Unlikely	Limited	Low
Dam/Reservoir Failure	Significant	Unlikely	Critical	Medium
Drought	Significant	Likely	Limited	Low
Earthquake Fault Rupture & Seismic Hazards	Extensive	Likely	Catastrophic	High
Flood	Extensive	Occasional	Limited	Medium
Geologic Hazards	Significant	Likely	Limited	Low
High Winds/Santa Ana Winds	Significant	Likely	Negligible	Low
Human-Caused Hazards	Significant	Occasional	Critical	Medium
Power Outage	Significant	Highly Likely	Negligible	Medium
<div> <div> <b>Geographic Extent</b>  Limited: Less than 10% of planning area  Significant: 10-50% of planning area  Extensive: 50-100% of planning area </div> <div> <b>Probability of Future Occurrences</b>  Highly Likely: Near 100% chance of occurrence in next year or happens every year.  Likely: Between 10 and 100% chance of occurrence in next year or has a recurrence interval of 10 years or less.  Occasional: Between 1 and 10% chance of occurrence in the next year or has a recurrence interval of 11 to 100 years.  Unlikely: Less than 1% chance of occurrence in next 100 years or has a recurrence interval of greater than every 100 years. </div> <div> <b>Magnitude/Severity</b>  Catastrophic—More than 50 percent of property severely damaged; shutdown of facilities for more than 30 days; and/or multiple deaths.  Critical—25-50 percent of property severely damaged; shutdown of facilities for at least two weeks; and/or injuries and/or illnesses result in permanent disability.  Limited—10-25 percent of property severely damaged; shutdown of facilities for more than a week; and/or injuries/illnesses treatable do not result in permanent disability.  Negligible—Less than 10 percent of property severely damaged, shutdown of facilities and services for less than 24 hours; and/or injuries/illnesses treatable with first aid. </div> <div> <b>Significance</b>  Low: Minimal potential impact  Medium: Moderate potential impact  High: Widespread potential impact </div> </div>				

The identification of hazards provided in Table T-1 is highly dependent on the location of facilities within each agencies jurisdiction and takes into consideration the history of the hazard and associated damage (if any), information provided by agencies specializing in a specific hazard (e.g., FEMA, California Geological Survey), and relies upon each agencies' expertise and knowledge.

**Hazard Maps**

The following maps show the location of hazard zones within the jurisdiction relative to wastewater systems.

Figure 1  
Flood Hazard and Garden Grove Sanitary District Wastewater Infrastructure

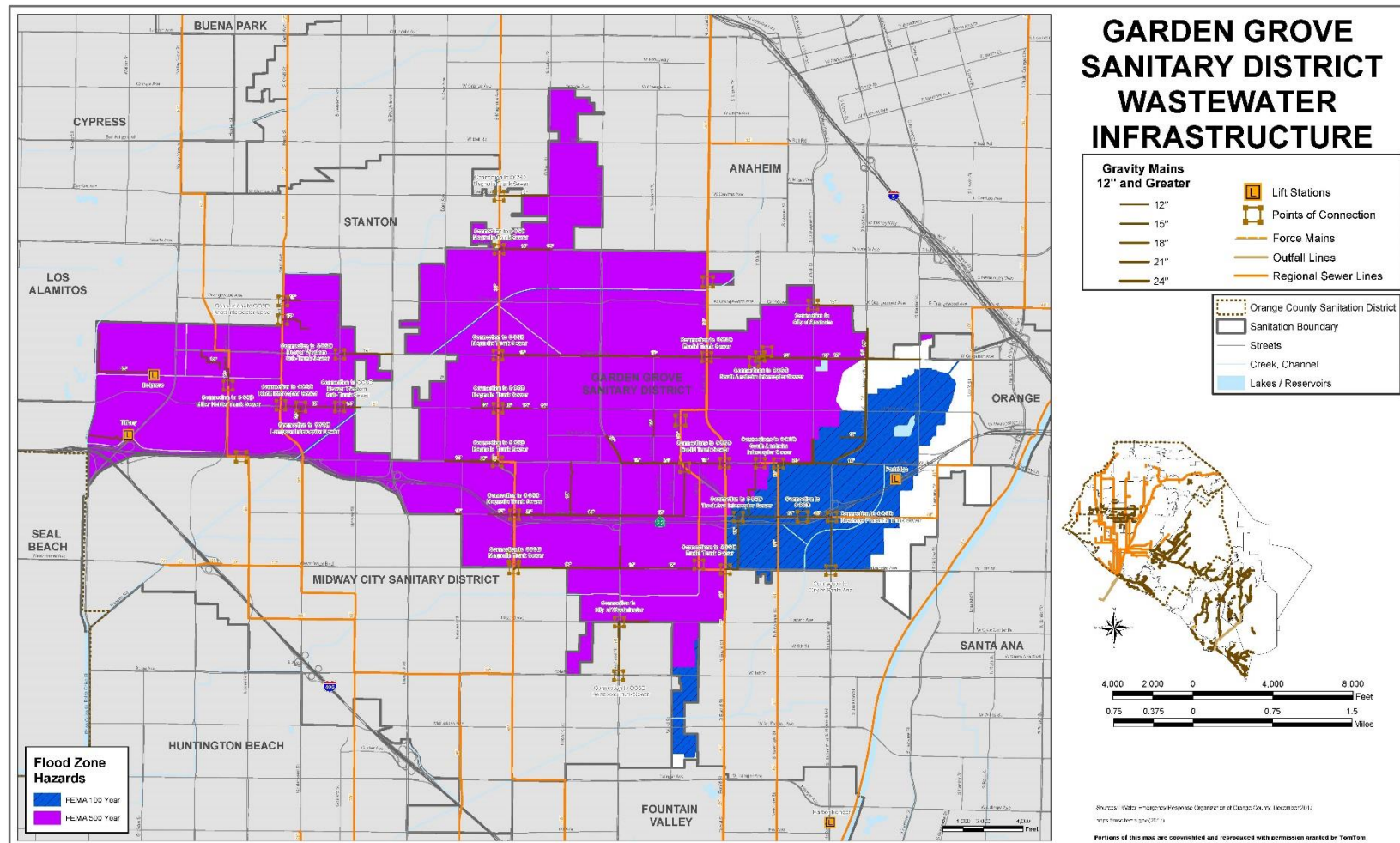
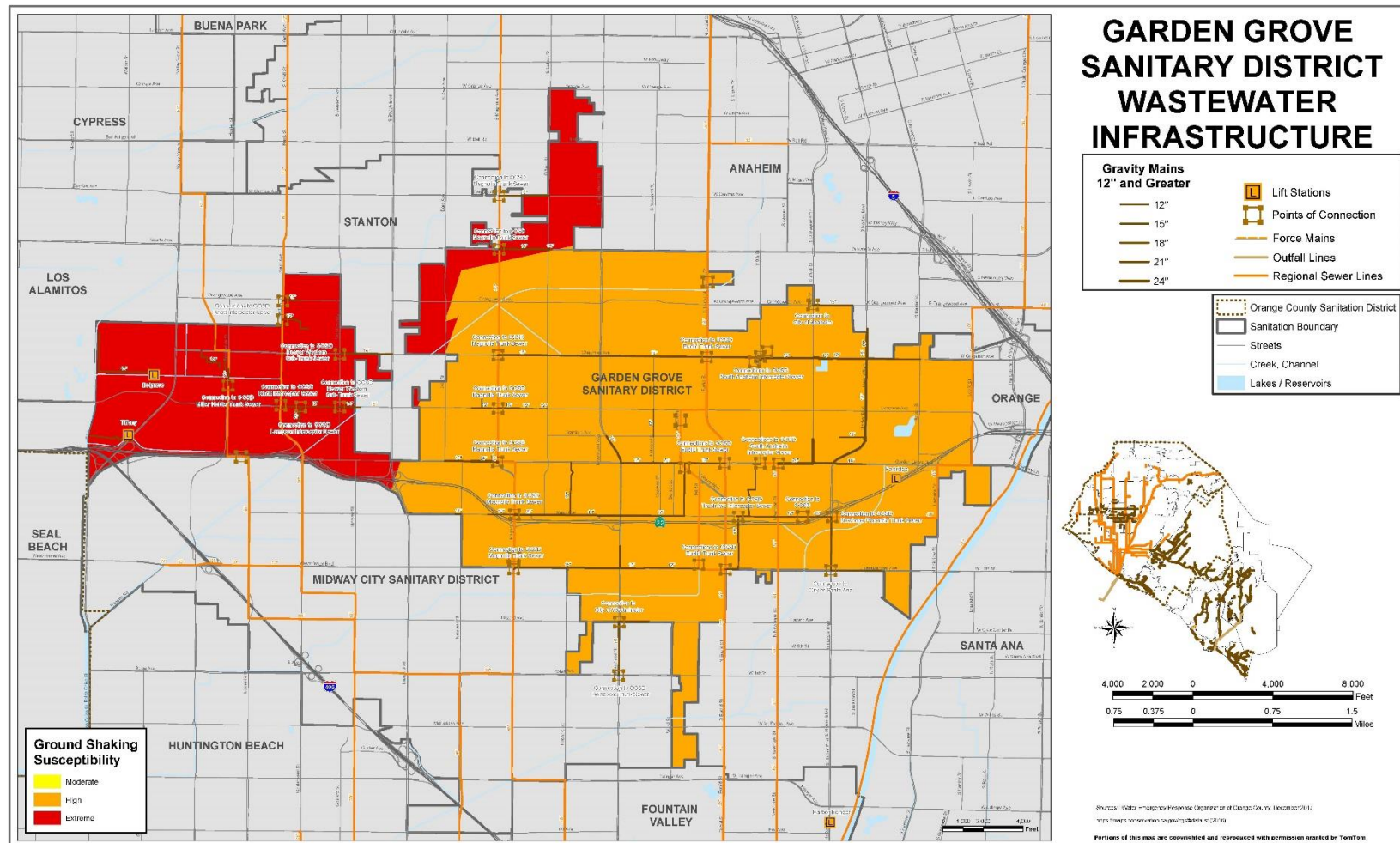
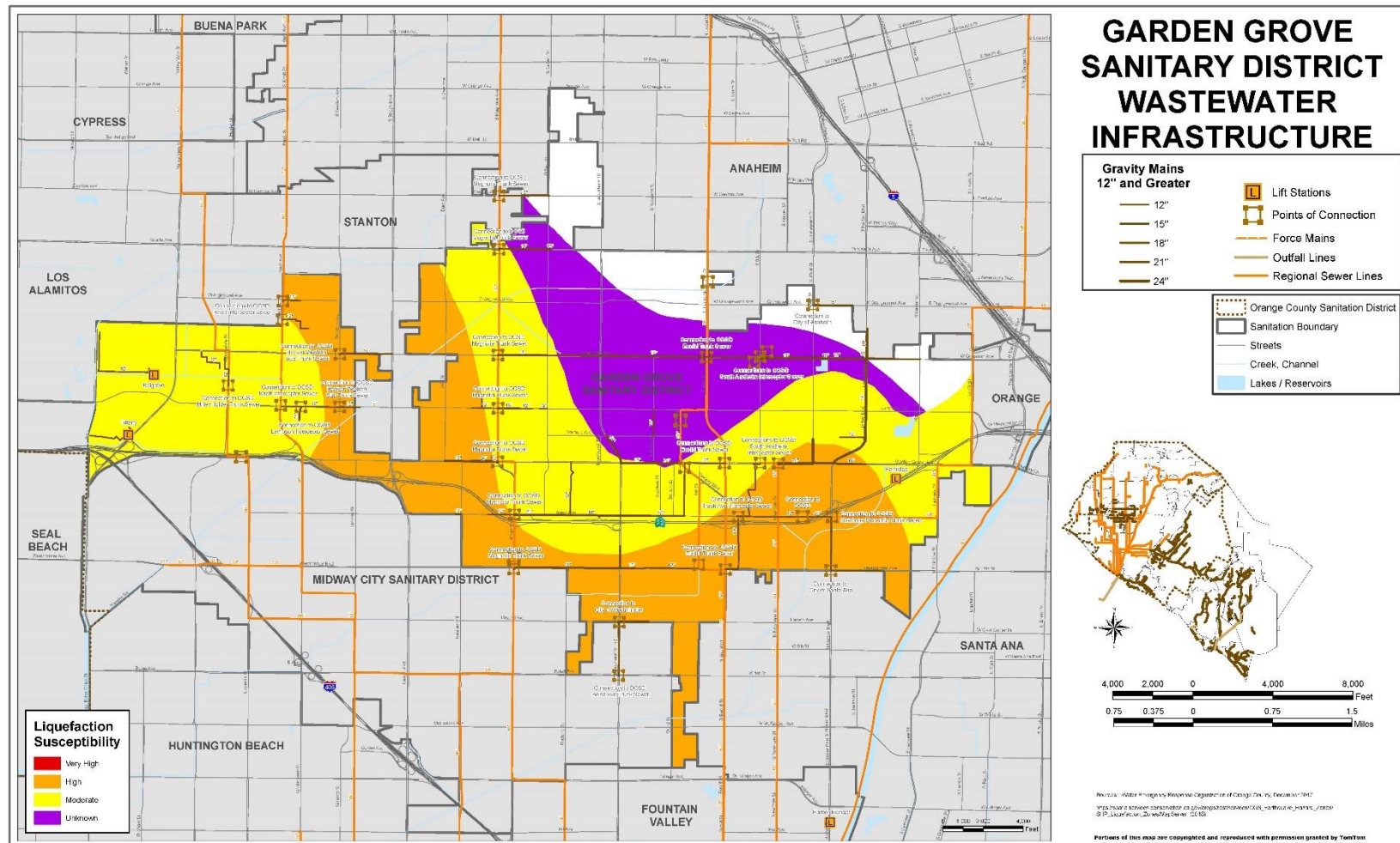


Figure 2  
Ground Shaking and Garden Grove Sanitary District Wastewater Infrastructure





**Figure 3**  
**Liquefaction and Garden Grove Sanitary District Wastewater Infrastructure**





## VULNERABILITY AND RISK ASSESSMENT

## Assets Susceptible to Hazard Events

Table T-2, GGSD Infrastructure and Exposure to Hazards, identifies Garden Grove's wastewater infrastructure assets that are located within the mapped hazard zones, identified above.

**Table T-2**  
**Garden Grove Sanitary District Infrastructure and Exposure to Hazards**

Hazard		Infrastructure Type	
		Lift Station (#)	Wastewater Pipeline (miles)
Fire Hazard Zone	Moderate	0	0
	High	0	0
	Very High	0	0
FEMA Flood Zone	100-Year	1	4.2
	500-Year	2	19.5
Alquist-Priolo Rupture Zone		0	0
Ground Shaking	Moderate	0	0
	High	2	20.1
	Extreme	2	4.9
Liquefaction	Moderate	3	8.7
	High	1	9.1
	Very High	0	0
	Unknown	0	5.6
Landslide Zone		0	0
Tsunami Zone		0	0

A majority of the City and its associated infrastructure are located within a 500-year flood zone with a smaller portion located within a 100-year flood zone. The entire City and a majority of its wastewater infrastructure is located within an area identified as having a high or extreme risk of ground shaking during an earthquake. A sizable portion of the City is also located in areas identified as having moderate or high risk for liquefaction during an earthquake.

## CAPABILITIES ASSESSMENT

The capabilities assessment is designed to identify existing local agencies, personnel, planning tools, public policy and programs, technology, and funds that have the capability to support hazard mitigation activities and strategies outlined in this Plan. The Garden Grove internal development team revised the capabilities identified in the 2012 plan and collaborated to identify current local capabilities and mechanisms available to the MA for reducing damage from future hazard events. Tables T-3a through T-3d assess the authorities, policies, programs, and resources that the jurisdiction has in place that are available to help with the long-

term reduction of risk through mitigation. These capabilities include planning and regulatory tools, administrative and technical resources, financial resources, and education and outreach programs. The agency has the ability to create or expand existing policies and programs to implement mitigation programs.

**Table T-3a**  
**Planning and Regulatory Capabilities Summary**

Ordinance, Plan, Policy, Program	Responsible Agency or Department	Description/Comments
Building Code	Planning/Code Enforcement, City of Garden Grove; Garden Grove Fire Department, Air Quality Management Department	Regulates construction standards and ensures enforcement of the City's adopted standards. The City enforces the California Building Code with modifications.
Zoning Ordinance	Planning Department; City of Garden Grove	Controls land use to protect public health, welfare and safety. Through the zoning code, the City controls and limits the type and density of development.
Subdivision Ordinance or Regulations	Planning Department; City of Garden Grove	Regulates the development of housing, commercial, industrial, and other uses, including associated public infrastructure, as land is subdivided into buildable lots for sale or future development.
Special Purpose Ordinance	County of Orange, Regional Water Quality Control Board	Adhere to State and county ordinances.
Growth Management Ordinances	Planning Department, City of Garden Grove; County of Orange, LAFCO	Adhere to City and county ordinances.
Site Plan Review Requirements	Planning, Garden Grove Fire Department, Public Works Department, County of Orange	Adhere to City and county ordinances.
General Plan	Planning Department; City of Garden Grove	Adhere to City and county plan.
Capital Improvements Plan	City CIP for water and wastewater	Guides the scheduling of spending on Capital Improvement Projects (CIP), and serves as a mechanism to guide future development (water and wastewater facilities).
Economic Development Plan	Planning Department; City of Garden Grove	Included in the City's General Plan.
Emergency Response Plan	Garden Grove EOC	Maintains an Emergency Operations Plan.
Post-Disaster Recovery Plan	City/County	Rely on the County for assistance.
Post-Disaster Recovery Ordinance	Local cities, County of Orange, State of California, FEMA	Rely on the County for assistance.
Water Discharge Requirements	State Water Resources Control Board	Adhere to State regulations.
<b>How can these capabilities be expanded and improved to reduce risk?</b>		
<p>Conduct a Risk and Resilience Assessment (RRA) and corresponding Emergency Response Plan (ERP) per the America's Water Infrastructure Act of 2018 (AWIA). Consider this plan as a resource to meet the AWIA requirements.</p> <p>Conduct disaster response fuel analysis and contingency planning with WEROC as a component of the CA Southern California Catastrophic Plan.</p> <p>Evaluate ability to contract with local fuel distributors and gas stations for emergency backup supply.</p> <p>Incorporate hazard information into the next General Plan Update.</p> <p>Implement a process to ensure mitigation actions identified in the hazard mitigation plan are reviewed as part of the update to the Capital Improvements Program, Water Master Plan, Wastewater Master Plan, and Emergency Operations Plan.</p>		

**Table T-3b  
Administrative and Technical Capabilities Summary**

Staff/Personnel or Type of Resource	Responsible Agency or Department	Description/Comments
Planner(s) or Engineer(s) with Knowledge of Land Development and Land Management Practices	Community Development Department, City of Garden Grove.	The City employs expertise in land development practices. Collaborate with Engineering and city to comply with all requirements.
Engineer(s) or Professional(s) Trained in Construction Practices Related to Buildings and/or Infrastructure	District coordinates with outside consultants, in-house and consultants, engineering department.	The City employs licensed Civil Engineers and certified building evaluators (Safety Assessment Program certified by Cal OES).
Planners or Engineer(s) with an Understanding of Natural and/or Human - Caused Hazards	Outside consultants in coordination with the Planning or Engineering Department.	City staff utilizes an outside consultant with input from staff, as necessary.
Floodplain manager	County of Orange.	The county provides this service for the City.
Surveyors	Outside consultant.	City staff utilizes an outside consultant with input from staff.
Staff with Education or Expertise to Assess the Community's Vulnerability to Hazards	County of Orange, WEROC.	Require the expertise of the county and WEROC.
Personnel Skilled in GIS and/or HAZUS	IT Department, City of Garden Grove.	The City employs GIS personnel.
Emergency Manager	Garden Grove Fire Department.	The city fire department employs a full time emergency manger.
Grant Writers	City Admin Analysts, City of Garden Grove.	The City regularly seeks federal and state grants.
Lab Specialist	Contractual lab.	City staff utilizes an outside consultant.
<b>How can these capabilities be expanded and improved to reduce risk?</b>		
<p>Evaluate participation in MWDOC Water Loss Control Program, including meter testing and leak detection through training of internal staff or through MWDOC's Choice program.</p> <p>Have all agency registered engineers and other qualified individuals attend CalOES Safety Assessment Program (SAP) training for building inspections.</p> <p>Coordinate with department managers to annually review the HMP and progress towards implementation.</p> <p>Identify information that should be included in future updates.</p>		

**Table T-3c  
Financial Capabilities Summary**

Financial Resources	Agency or Department
Community Development Block Grants (CDBG)	Finance Department; City of Garden Grove
Capital Improvements Project Funding	Finance Department; City of Garden Grove
Authority to Levy Taxes for Specific Purposes	Finance Department; City of Garden Grove
Fees for Water, Sewer, Gas, or Electric Service	Finance Department; City of Garden Grove
Impact Fees for Homebuyers or Developers for New Developments/Homes	Finance Department; City of Garden Grove
Incur Debt Through General Obligation Bonds	Finance Department; City of Garden Grove
Incur Debt Through Private Activity Bonds	Finance Department; City of Garden Grove
Withhold Spending in Hazard-Prone Areas	Finance Department; City of Garden Grove
Grants	Finance Department; City of Garden Grove
<b>How can these capabilities be expanded and improved to reduce risk?</b>	
<p>Learn about how to utilize post disaster mitigation grants (Section 406) and incorporate it into the utility's disaster recovery strategy.</p> <p>Coordinate with other departments, organizations, and agencies to identify potential assets and resources that may not currently be considered.</p>	

**Table T-3d  
Education and Outreach Capability Summary**

Resource/Programs	Agency or Department	Description/Comments
Community Emergency Preparedness	City of Garden Grove Fire Department	Residents are encouraged to visit ReadyOC.com for information on how to prepare for emergencies.
Community Emergency Response Team	City of Garden Grove Fire Department	The Fire Department, in collaboration with the Orange Fire Department, offers the Community Emergency Response Team (CERT) training. CERT is about readiness, people helping people, rescuer safety and doing the greatest good for the greatest number of people.
Emergency Alert System	City of Orange Police Department	Residents are encouraged to sign up for emergency alerts with the City.
AlertOC	County of Orange	Residents are encouraged to sign up for emergency alerts with the City.
City Website	City of Garden Grove	The City promotes various emergency preparedness programs through its website.
<b>How can these capabilities be expanded and improved to reduce risk?</b>		
<p>Participate in WEROC lead efforts to develop standardized messaging for water outages, dam events and general disaster response. Ensure that messaging will work for the general community, as well as the Access, Disability, and Functional Needs community specific to our utility.</p> <p>Work with other organizations, such as the Red Cross, to identify educational resources available to the public and opportunities to provide the information to the community.</p> <p>Identify a variety of opportunities to provide hazard information to the community and ways they can minimize impacts associated with a disaster event.</p>		

## MITIGATION STRATEGY

### Mitigation Goals

Garden Grove adopts the hazard mitigation goals developed by the Planning Team; refer to Section 4.

### Mitigation Actions

The internal development team reviewed the mitigation actions identified in the 2012 plan and the updated risk assessment to determine if the mitigation actions were completed, require modification, should be removed because they are no longer relevant, and/or should remain in the Plan Update. New mitigation actions to address the updated risk assessment and capabilities identified above were also considered and added. Table T-4, Garden Grove Mitigation Actions, identifies the mitigation actions, including the priority, hazard addressed, risk, timeframe, and potential funding sources.

**Table T-4**  
**Garden Grove Mitigation Actions**

Priority (High, Medium, or Low)	Action/Task/Project Description	Location/ Facility	Risk (High, Medium, or Low)	Cost	Responsible	Timeframe (Immediate, Short Term, or Long Term)	Possible Funding Sources	Status/ Progress (New, Existing, Modified)	Status Rationale
Low	Replace sewer main lines as per the Sewer Master Plan.	Throughout Garden Grove Service Area	Medium	\$4,500,000/year	Operations/ Engineering	Immediate	Sewer Fund	Modified	Ongoing. Approximately 1 mile of sewer mains are replaced every year. EQ, flood, liquefaction.
Medium	Replace existing force mains, if necessary.	Tiffany, Partridge, and Belgrave Lift Stations	Low	\$200,000	Operations/ Engineering	Long Term	Sewer Fund	Complete	All force mains are either new or constructed and are less than 10 years old. EQ, flood, liquefaction.
High	Improve response time to alarm and emergency events.	Tiffany, Partridge, and Belgrave Lift Stations	High	\$1,000/year	Operations	Long Term	Sewer Fund	Complete	Designated emergency standby staff member. Human caused, contamination, power outage.
High	Modify SCADA system, when feasible, to look for additional parameters of operation that may indicate problem areas.	Tiffany, Partridge, and Belgrave Lift Stations	High	Part of all LS Costs	Operations/ Engineering	Immediate	Sewer Fund	Modified	Phase 1 complete.
Medium	Continue and expand education for administrative and field personnel on possible human caused hazards and vulnerability assessment.	Public Works Municipal Facilities Yard, 13802 Newhope Street.	Low	\$2,000/year	Emergency Mgmt.	Long Term	Sewer Fund	Existing	Ongoing training. Human Caused Hazard.

**Completed or Removed Mitigation Initiatives**

The following mitigation actions from the 2012 plan have been completed or are in progress and therefore are removed from the Plan update.

Mitigation: Eliminate old lift station / force main and replace with rerouted gravity sewer main.

Status: Complete.

Mitigation: Demolish and replace Tiffany Lift Station with new wet well sized for storage until emergency pumps can be mobilized. Install Emergency generator.

Status: Complete.

Mitigation: Construct new lift station due to storm drain improvements with the SR 22 improvements.

Status: Complete.

Mitigation: Demolish and replace Belgrave Lift Station with new wet well sized for storage until emergency pumps can be mobilized. Install Emergency generator.

Status: Complete.

Mitigation: Install beam detection and alert notification system and upgrade security video surveillance system.

Status: Complete.

Mitigation: Survey and improve site fencing and other forms of hardening facility deterrence.

Status: Complete.

**PLAN INTEGRATION**

Garden Grove's General Plan, Capital Improvement Plan, Municipal Code, Wastewater Master Plan and Emergency Operations Plan, and Two-Year Citywide Budget are all used to implement mitigation initiatives identified in this annex. After adoption of the HMP, the GGSD will continue to integrate mitigation priorities into these documents.

Since the previous Plan Update, the City and District incorporated information from the HMP in its CIP, in addition to the following planning mechanisms:

- The risk assessment and mitigation actions were used to inform the City's Water and Wastewater Master Plans.

The City and Sanitary District will work together to continuously monitor the progress of mitigation actions implemented through these other planning mechanisms and, where appropriate, their priority actions will be incorporated into updates of this Plan.

**NATIONAL FLOOD INSURANCE PROGRAM**

The National Flood Insurance Program (NFIP) was created by the U.S. Congress in 1968. Although a community's participation in the NFIP is voluntary, to receive assistance and funding from FEMA following a flood, the community must participate in the program. The City of Garden Grove has participated in the NFIP since December 1, 1981 (City ID No. 060220) and intends to continue to participate in the NFIP. The City has established a Flood Hazard Overlay Zone (FH) for flood hazard areas in the City and adopted Floodplain Management Regulations. Development within the FH zone is regulated in accordance with the Floodplain Management Regulations of the City's Municipal Code. The City has prepared information as a courtesy to educate property owners about the flood zone and flood insurance.

**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: 10/22/2019  
            from the meeting held  
            September 24, 2019.  
            (*Action Item*)

---

Attached are the minutes from the meeting held on September 24, 2019, 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 09-24-19	10/15/2019	Minutes	sd-min_09_24_2019.pdf



## MINUTES

### GARDEN GROVE SANITARY DISTRICT BOARD OF DIRECTORS

#### Regular Meeting

Tuesday, September 24, 2019

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

#### CONVENE MEETING

At 7:11 p.m., President O'Neill convened the meeting in the Council Chamber.

ROLL CALL      PRESENT:      (7)      Members T. Nguyen, K. Nguyen,  
Klopfenstein, Jones, Vice President  
Brietigam, President O'Neill

ABSENT:      (0)      None

#### ORAL COMMUNICATIONS

Speakers: Anna Wong, Tom Raber, Cynthia Plager, Han Tran, Lala Troung, Carol Barnes, Carlos Guadarrama, Nicholas Dibs, Robin Trujillo, Bill McMurrey, Catherine Quinlog, Susan Gordon.

#### APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA LLC, DBA GARDEN GROVE DISPOSAL, FOR RECYCLING CART RATE IMPLEMENTATION

President O'Neill announced that this is a joint action with the Garden Grove City Council, the following actions were taken:

#### Sanitary District Action

It was moved by Member Brietigam, seconded by Member Bui that:

Amendment No. 4 to the 2010 Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a recycling cart program implementation, be adopted; and

The General Manager be authorized to execute the agreement amendment on behalf of the Sanitary District, and make minor modifications as appropriate thereto.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

#### City Council Action

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

Amendment No. 4 to the 2010 Agreement with Republic Waste Services of Southern California LLC, dba Garden Grove Disposal for a recycling cart program implementation, be adopted; and

The City Manager be authorized to execute the agreement amendment on behalf of the City, and make minor modifications as appropriate thereto.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

#### RECEIVE AND FILE MINUTES FROM THE MEETINGS HELD ON JULY 9, 2019 (F: Vault)

It was moved by Member O'Neill, seconded by Member Jones that:

The minutes from the meetings held on July 9, 2019, be received and filed.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, T. Nguyen, Jones, Bui, Klopfenstein, K.  
Nguyen, O'Neill  
Noes: (0) None

#### ADJOURNMENT

At 7:55 p.m., President O'Neill adjourned the meeting. The next meeting is scheduled for Tuesday, September 24, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizabeth Vasquez  
Deputy Secretary

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	General Manager	Dept.:	Public Works
Subject:	Award a contract to Paulus Engineering, Inc., for Project No. 7824 - Ward Street Sewer Line Improvement. (Cost: \$719,809) ( <i>Action Item</i> )		
		Date:	10/22/2019

---

**OBJECTIVE**

To recommend that the Garden Grove Sanitary District (GGSD) Board award a contract to Paulus Engineering Inc. for the construction of Project No. 7824 - Ward Street Sewer Line Improvement.

**BACKGROUND**

The Sewer Improvement Project at Ward Street 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 GGSD System Evaluation and Capacity Assurance Plan identified the Ward Street Sewer Improvement Project as one of the high priority projects. A location map is attached identifying this project.

The project will relieve capacity deficiencies on Ward Street from McFadden Avenue to Davit and Bolsa Avenue to 200 feet north of Bolsa Avenue, with the installation of a sewer main larger than existing (from 8-inch to 10-inch or 12-inch) replacing 820 feet of sewer main. The scope of work for this project also includes the replacement of seven (7) manholes.

**DISCUSSION**

Six (6) bids were received and opened by the City Clerk's Office on September 19, 2019 at 11:00 a.m. (see Bid Summary Sheet). The lowest responsive bidder is

Paulus Engineering Inc. with a total bid of \$719, 809. This bid is within the project budget. The licenses and references of the Contractor have been reviewed and verified. The anticipated contract schedule is as follows:

*Award Contract*

*October 22, 2019*

*Begin Construction                      November 25, 2019*  
*Complete Construction                March 20, 2020*

### **FINANCIAL IMPACT**

There is no impact to the General Fund. This project was included in the 2019/2020 Capital Improvement Budget, and will be financed with Sewer Funds in the amount of \$719,809.

### **RECOMMENDATION**

It is recommended that the Garden Grove Sanitary District Board:

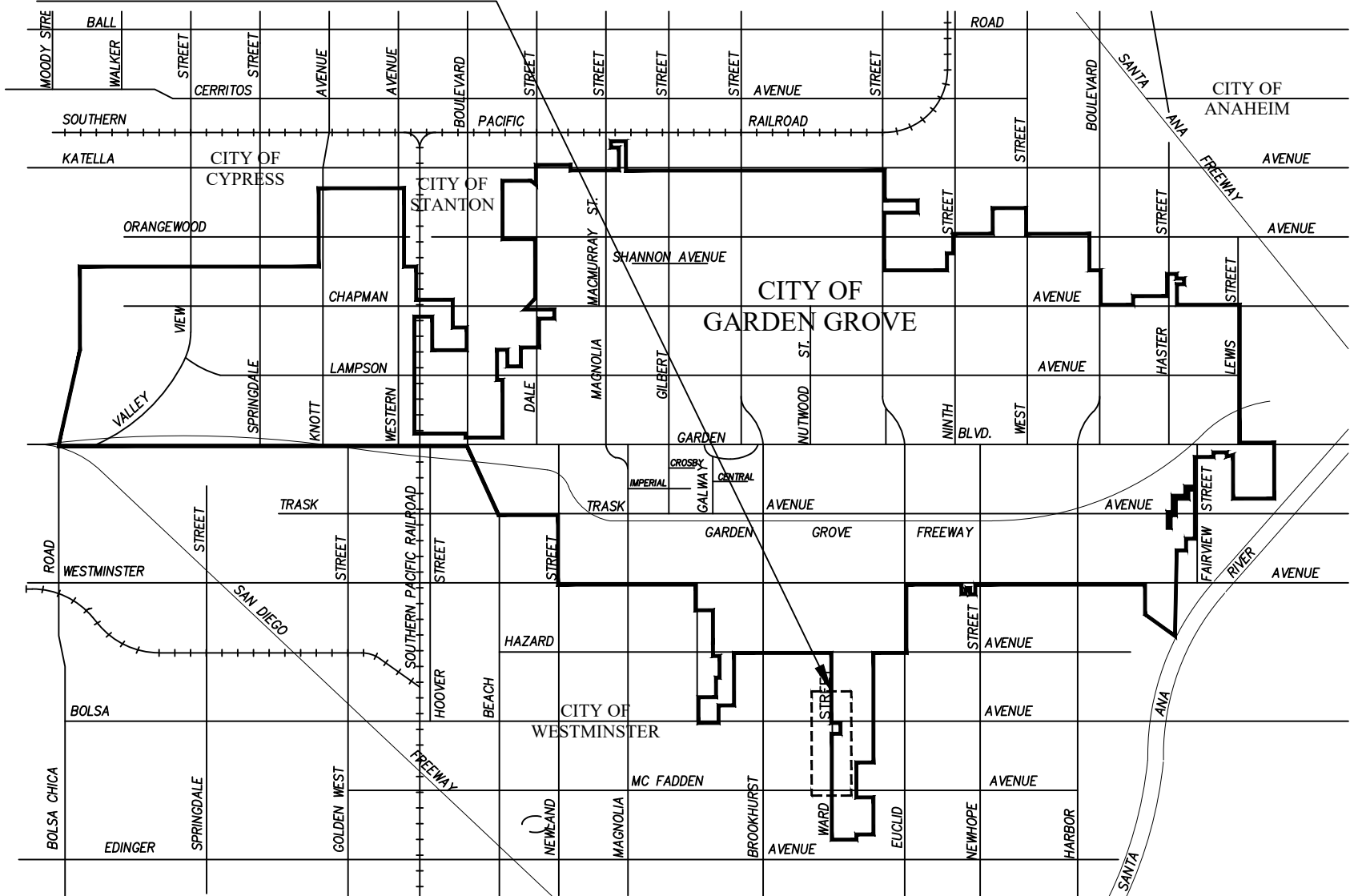
- Award a contract to Paulus Engineering, Inc. for the construction of the Ward Street Sewer Line Improvement Project No. 7824 for the amount of \$719,809; and
- Authorize the General Manager to execute the agreement on behalf of the Sanitary District.

By: Jessica Polidori, Associate Engineer

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Location Map	10/7/2019	Backup Material	LocationMap-Ward_Street_Sewer_Line_Improvement_Project_No.7824.pdf
Bid Summary Sheet	10/7/2019	Backup Material	BID_SUMMARY_SHEET_Project_No.7824.pdf
Construction Agreement	10/7/2019	Agreement	Construction_Agreement.pdf

# PROJECT LOCATION



## PROJECT LOCATION MAP



City Of Garden Grove  
Department Of Public Works



CHECKED BY: R.L.	SCALE: N.T.S.	PROJECT NO. 7824	DRAWING NO. N/A
PREPARED BY: J.P.	CITY OF GARDEN GROVE PROJECT #7824- WARD STREET SEWER LINE IMPROVEMENT		
DRAWN BY: J.P.			

# CITY OF GARDEN GROVE PUBLIC WORKS DEPARTMENT

## BID SUMMARY SHEET

PROJECT: Ward Street Sewer Line Improvement  
Project #7824

BID OPENING

DATE: **September 19, 2019**

TIME: **11:00 AM**

<u>Facility Name</u>	<u>Engineer's Estimate</u>	<u>Contract Amount</u>
Ward Street Sewer Line Improvement Project #7824	\$849,000	\$719,809
<u>Bidder's Name</u>	<u>Total Bid</u>	<u>%Under /Over Engineers Estimate</u>
1. Paulus Engineering, Inc.	\$ 719,809	- 15.2%
2. Big Ben, Inc.	\$ 752,440	- 11.4%
3. Mike Prlich and Sons, Inc.	\$ 987,550	+ 16.3%
4. Charles King Company	\$ 1,047,376	+ 23.4%
5. MNR Construction Inc.	\$ 1,095,320	+ 29.0%
6. Vasilj, Inc.	\$ 1,318,730	+ 55.3%

## **SECTION 5 - AGREEMENT**

### **CONSTRUCTION AGREEMENT**

---

**THIS AGREEMENT** is made this 22<sup>nd</sup> day of **October, 2019**, by the **GARDEN GROVE SANITARY DISTRICT**, a California Special District ("DISTRICT"), and **Paulus Engineering, Inc.**, hereinafter referred to as ("**CONTRACTOR**")

#### **RECITALS:**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Sanitary District Board of Directors Authorization dated **October 22, 2019**.
2. DISTRICT desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **WARD STREET SEWER LINE IMPROVEMENT – PROJECT NO. 7824**.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

#### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of DISTRICT. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

*"Project"* as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to DISTRICT'S Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

## **SECTION 5 - AGREEMENT** (Continued)

- 5.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the DISTRICT, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, DISTRICT may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, DISTRICT may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event DISTRICT receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, DISTRICT shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 Project.** The PROJECT is described as: **WARD STREET SEWER LINE IMPROVEMENT – PROJECT NO. 7824.**
- 5.4 Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **WARD STREET SEWER LINE IMPROVEMENT– PROJECT NO. 7824.**

Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the DISTRICT, which are also incorporated herein and referred to by, reference.

- 5.5 Time of Commencement and Completion.** CONTRACTOR shall have **twenty-one (21) calendar days from the award of the Contract** to execute the Contract and supply DISTRICT with all of the documents and information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the District receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the Contractor. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the twenty-one (21) calendar days, the DISTRICT may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

Upon receipt of the Notice to Proceed, CONTRACTOR agrees to submit shop drawings and traffic control plans **within fourteen (14) calendar days**. Further, upon receipt of the Notice to Proceed the CONTRACTOR shall diligently prosecute the work to completion within **seventy five (75) working days** excluding delays caused or authorized by the DISTRICT as set forth in Sections 5.7, 5.8 and 5.9 hereof.



## **SECTION 5 - AGREEMENT** (Continued)

**5.6** **Time is of the Essence.** Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other CONTRACTORS, subcontractors and of the DISTRICT, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. DISTRICT shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

**5.7** **Excusable Delays.** CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; any act of negligence or default of DISTRICT; failure of DISTRICT to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by DISTRICT; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by DISTRICT; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

DISTRICT shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to DISTRICT for such time extension within fifteen (15) days of the commencement of such delay and DISTRICT finds that the delay is justified. DISTRICT'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies DISTRICT that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2018 Edition (GREEN BOOK). The DISTRICT'S decision will be conclusive on all parties to this Contract.

**5.8** **Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of DISTRICT specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

DISTRICT shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by DISTRICT'S Engineer. The decision of the Engineer shall be final.

## **SECTION 5 - AGREEMENT** (Continued)

### **5.9 Changes in Project.**

5.9.1 DISTRICT may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the DISTRICT furnished facilities, equipment, materials, services or site;  
or
- d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the DISTRICT that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the DISTRICT to analyze the request. Said notice shall be submitted via certified mail within twenty (20) days of the CONTRACTOR'S receipt of the written order. CONTRACTOR'S failure to submit the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The DISTRICT shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

5.9.2 A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the DISTRICT written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the DISTRICT to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the DISTRICT via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The DISTRICT shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

5.9.3 Except as provided in this Section 5.9, no order, statement or conduct of the DISTRICT or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.

5.9.4 Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the DISTRICT is responsible, the equitable adjustment shall include any increased

## **SECTION 5 - AGREEMENT** (Continued)

direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

- 5.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the DISTRICT setting forth the general nature and monetary extent of such claim. The DISTRICT may extend the 30 day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.
- 5.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that DISTRICT may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the DISTRICT. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the DISTRICT and the DISTRICT shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the DISTRICT. CONTRACTOR shall submit immediately to the DISTRICT written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the DISTRICT and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to DISTRICT.
- 5.10 **Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8, and 5.9 herein, the DISTRICT will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to DISTRICT the sum of **One Thousand Five Hundred dollars (\$1,500.00) per calendar day** during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.
- 5.11 **Contract Price and Method of Payment.** DISTRICT agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **Seven Hundred Nineteen Thousand Eight Hundred Nine dollars and 00/100 (\$719,809.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the

## **SECTION 5 - AGREEMENT** (Continued)

day required to meet the payment schedule. The DISTRICT will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the DISTRICT'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

**5.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the DISTRICT or an approved financial institution in order to have the DISTRICT release funds retained by the DISTRICT to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

**5.13 Completion.** Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the DISTRICT'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. DISTRICT may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

### **5.14 CONTRACTOR's Employees Compensation**

**5.14.1 General Prevailing Rate.** DISTRICT has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the Office of the City Engineer. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.

**5.14.2 Forfeiture for Violation.** CONTRACTOR shall, as a penalty to the DISTRICT, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

## **SECTION 5 - AGREEMENT** (Continued)

- 5.14.3 Apprentices.** Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days, or more; or if contracts of specialty CONTRACTORS not bidding for work through the general or prime CONTRACTOR are two thousand dollars (\$2,000.00) or more for five (5) working days or more.
- 5.14.4 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the DISTRICT as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.
- 5.14.5 Record of Wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The DISTRICT will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply.* Work shall be cease in an orderly, safe fashion with all vehicle access restored, should this not occur, DISTRICT will correct the deficiencies and deduct the cost from funds due to the Contractor. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

**SECTION 5 - AGREEMENT** (Continued)

- 5.14.6 Contractor Registration.** CONTRACTOR and its SUBCONTRACTORS must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.
- 5.14.7 Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).
- 5.14.8 Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 15.15 Surety Bonds.** CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the DISTRICT.
- 5.16 Insurance.**
- 5.16.1** CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- 5.16.2** CONTRACTOR and all subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the DISTRICT, its officers, agents and employees and shall issue a certificate to the policy evidencing same.
- 5.16.3** CONTRACTOR shall at all times carry, on all operations hereunder, bodily injury, including death, and property damage liability insurance, including automotive operations bodily injury and property damage coverage; and builders' all risk insurance. All insurance coverage shall be in amounts specified by the DISTRICT in the Insurance Requirements and shall be evidenced by the issuance of a certificate and additional insured endorsement in forms prescribed by the DISTRICT and shall be underwritten by insurance companies satisfactory to the DISTRICT for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Said insurance coverage obtained by the CONTRACTOR, excepting workers' compensation coverage, shall name the DISTRICT, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the DISTRICT, as additional insured on said policies. Additional insured status shall be evidenced in the form of an Additional

## **SECTION 5 - AGREEMENT** (Continued)

insured Endorsement (CG 20 10 1185). A sample is included in the appendix of the specifications for reference.

For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects City of Garden Grove, Garden Grove Sanitary District and their respective Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the Garden Grove Sanitary District. Any insurance or self-insurance maintained by the City of Garden Grove, Garden Grove Sanitary District, and/or their respective Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the Garden Grove Sanitary District shall be excess of the Contractor's insurance and not contribute with it.

- 5.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

**COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by Garden Grove Sanitary District. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify Garden Grove Sanitary District of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a **waiver of subrogation for each policy.**

**INSURANCE AMOUNTS.** CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of Garden Grove Sanitary District and/or City of Garden Grove by CONTRACTOR under Section 5.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (**Claims made and modified occurrence policies are not acceptable**):

## **SECTION 5 - AGREEMENT** (Continued)

Workers' Compensation	As required by the State of California.
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including operations, products and completed operations, and not excluding XCU)	\$5,000,000 per occurrence for bodily injury, personal injury and property damage. Coverage shall include mobile equipment.
Automobile Liability, including non-owned and hired vehicles	\$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.

Excess liability, follows form coverage, shall be provided for any underlying policy that does not meet the policy limits required and set forth herein. Insurance companies must be acceptable to Garden Grove Sanitary District and have a Best's Guide Rating of A-, Class VII or better, as approved by Garden Grove Sanitary District.

An Additional Insured Endorsement, **ongoing and products-completed operations**, and including mobile equipment, for the Commercial General Liability policy shall designate Garden Grove Sanitary District, City of Garden Grove and their respective Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the Garden Grove Sanitary District as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to Garden Grove Sanitary District proof of insurance and endorsement forms that conform to Garden Grove Sanitary District's requirements, as approved by the Garden Grove Sanitary District.

An Additional Insured Endorsement for Automobile Liability policy, shall designate Garden Grove Sanitary District, City of Garden Grove, and their respective Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the Garden Grove Sanitary District as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to Garden Grove Sanitary District proof of insurance and endorsement forms that conform to Garden Grove Sanitary District's requirements, as approved by the Garden Grove Sanitary District.

A Loss Payee Endorsement for the Course of Construction policy shall designate Garden Grove Sanitary District as loss payee. CONTRACTOR shall provide to Garden Grove Sanitary District proof of insurance and endorsement forms that conform to City's requirements, as approved by the Garden Grove Sanitary District.



## **SECTION 5 - AGREEMENT** (Continued)

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide coverage under an excess liability policy. The policy must be a follows form excess/umbrella policy. CONTRACTOR shall provide the **schedule of underlying policies** for an excess/umbrella liability policy, state that the excess/umbrella policy **follows form** on the insurance certificate, and provide an **additional insured endorsement** for the excess/umbrella liability policy designating Garden Grove Sanitary District, City of Garden Grove, and their respective Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the Garden Grove Sanitary District as additional insureds.

A primary/non-contributory endorsement shall be provided to Garden Grove Sanitary District for each policy. For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects Garden Grove Sanitary District, City of Garden Grove, and their respective officers, officials, agents, employees, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees as determined by Garden Grove Sanitary District. Any insurance or self-insurance maintained by Garden Grove Sanitary District, City of Garden Grove, and/or their respective officers, officials, agents, employees, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by Garden Grove Sanitary District shall be excess of the CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR shall provide to Garden Grove Sanitary District proof of insurance and endorsement forms that conform to Garden Grove Sanitary District's requirements, as approved by the Garden Grove Sanitary District.

Garden Grove Sanitary District or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

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

- 5.17 Risk and Indemnification.** All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the Garden Grove Sanitary District, City of Garden Grove, and their respective Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except

## **SECTION 5 - AGREEMENT** (Continued)

claims or litigation arising through the sole negligence or sole willful misconduct of DISTRICT and will make good to reimburse DISTRICT for any expenditures, including reasonable attorneys' fees DISTRICT may incur by reason of such matters, and if requested by DISTRICT, will defend any such suits at the sole cost and expense of CONTRACTOR.

### **5.18 Termination.**

5.18.1 This Contract may be terminated in whole or in part in writing by the DISTRICT for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

5.18.2 If termination for default or convenience is effected by the DISTRICT, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the DISTRICT because of the CONTRACTOR'S default.

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the DISTRICT all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the DISTRICT may take over the work and may award another party an agreement to complete the work under this Contract.

### **5.19 Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the DISTRICT's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The DISTRICT shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the DISTRICT may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in

**SECTION 5 - AGREEMENT** (Continued)

no way diminish any other rights that the DISTRICT may have against the CONTRACTOR for faulty materials, equipment or work.

**5.20 Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the DISTRICT as a party to said action, the DISTRICT shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the DISTRICT. The DISTRICT shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

**5.21 Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To DISTRICT:

Garden Grove Sanitary District  
Public Works Department  
Attention: Rebecca Li, P.E.  
13802 Newhope Street  
Garden Grove, CA 92843  
(714) 741-5562  
(714) 638-9906 Fax

TO CONTRACTOR:

\_Paulus Engineering, Inc. \_\_\_\_  
\_Jason Paulus, President \_\_\_\_  
\_2871 E. Coronado \_\_\_\_  
\_Anaheim, CA 92806 \_\_\_\_  
\_714-632-3975 \_\_\_\_

**SIGNATURE ON NEXT PAGE**

**SECTION 5 - AGREEMENT** (Continued)

IN WITNESS THEREOF, these parties have executed this Construction Agreement on the day and year shown below.

**"DISTRICT"  
GARDEN GROVE SANITARY DISTRICT**

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

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

**Scott C. Stiles  
General Manager**

**ATTEST:**

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

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

**"CONTRACTOR"**

\_\_\_\_\_  
**Paulus Engineering, Inc.**


CONTRACTOR'S State License No. 724114  
(Expiration Date: 06/30/2020)

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

Title: President

Date: 09/23/2019

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Garden Grove Sanitary District  
General Counsel

Date: 9/26/2019

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.