



AGENDA

Garden Grove Sanitary District
Board of Directors

Tuesday, March 28, 2023

6:30 PM

Community Meeting Center 11300
Stanford Avenue Garden Grove
California 92840

John R. O'Neill
President

Cindy Tran

Vice President

George S. Brietigam

Member

Joe Dovich

Member

Stephanie

Klopfenstein

Member

Kim B. Nguyen

Member

Steve Jones

Member

COVID-19 Information: Members of the public can address the City Council during the public comment portion of the meeting in person or via e-mail. If you plan to attend the meeting in person, masks or face coverings are required to be worn if you are not vaccinated. If you feel ill or are showing symptoms of COVID-19, please consider submitting comments by e-mail. Instructions are available on the City's website at <https://ggcity.org/city-council/meetings-participation>

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, 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 City Council 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 Council 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 City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public who attend the meeting in-person and would like to address the City Council 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 before the meeting begins. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to

individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council'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 BRIETIGAM, MEMBER DOVINH, MEMBER KLOPFENSTEIN, MEMBER NGUYEN, MEMBER JONES, VICE PRESIDENT TRAN, 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. Receive and file minutes from the meeting held on February 28, 2023.
(Action Item)

3. ITEMS FOR CONSIDERATION

3.a. Award a contract to LEED Electric, Inc., for Project No. CP1268277 – Sanitation Lift Stations SCADA Improvements Project. (Cost: \$713,200)
(Action Item)

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

5. ADJOURNMENT

The next Regular Sanitary District Meeting is scheduled for Tuesday, April 25, 2023, 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: Lisa L. Kim From: Teresa Pomeroy
Dept.: General Manager Dept.: Secretary
Subject: Receive and file minutes from the meeting held on February 28, 2023. (*Action Item*) Date: 3/28/2023

Attached are the minutes from the meeting held on February 28, 2023, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	3/22/2023	Minutes	sd-min_02_28_2023.pdf

MINUTES

GARDEN GROVE SANITARY DISTRICT BOARD OF DIRECTORS

Regular Meeting

Tuesday, February 28, 2023

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

CONVENE MEETING

At 7:05 p.m., President O'Neill convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (7) Members Brietigam, DoVinh, Jones,
Klopfenstein, K. Nguyen, Vice President
Tran, President O'Neill

ABSENT: (0) None

ORAL COMMUNICATIONS

Speakers: Nicholas Dibs, Cyrise Smith, Teresa Tran, Maureen Blackmun, Rubi Garcia

RECESS

At 7:24 p.m., President O'Neill recessed the meeting.

RECONVENE

At 7:26 p.m., President O'Neill reconvened the meeting in the Council Chamber with all Members present.

RECEIVE AND FILE AGREED UPON PROCEDURES APPLIED TO APPROPRIATION LIMIT WORKSHEETS FOR FISCAL YEAR 2021-22 (F: S-34.FY 2021-2022)

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

The Independent Accountant's Report on the agreed upon procedures applied to Appropriation Limit Worksheets, be received and filed.

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

Ayes: (7) Brietigam, Jones, DoVinh, Klopfenstein, Nguyen,
Tran, O'Neill
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON FEBRUARY 14, 2023
(F: Vault)

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

The minutes from the meeting held on February 14, 2023, be received and filed.

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

Ayes: (7) Brietigam, Jones, DoVinh, Klopfenstein, Nguyen,
Tran, O'Neill
Noes: (0) None

ADJOURNMENT

At 7:27 p.m., President O'Neill adjourned the meeting. The next Regular Sanitary District Meeting is scheduled for Tuesday, March 28, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
Secretary

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	General Manager	Dept.:	Public Works
Subject:	Award a contract to LEED Electric, Inc., for Project No. CP1268277 – Sanitation Lift Stations SCADA Improvements Project. (Cost: \$713,200) (<i>Action Item</i>)		
		Date:	3/28/2023

OBJECTIVE

To recommend that Garden Grove Sanitary District (GGSD) Board award a contract to LEED Electric Inc. for construction of Project No. CP1268277 – Sanitation Lift Stations SCADA Improvements Project.

BACKGROUND

As the City is designing and implementing projects that were identified from the 2020 Supervisory Control And Data Acquisition (SCADA) Master Plan for the water system, the GGSD amended the professional agreement with the design firm to piggyback and include the design of the SCADA upgrade for the sewer system. This effort is to ensure the SCADA system for the sewer pump stations are standardized and consistent across all systems.

The Sanitation Lift Stations SCADA Improvements Project is the implementation of the SCADA upgrade for the three (3) sewer pump stations. The three (3) sites are Tiffany Lift Station, Belgrave Lift Station, and the Partridge Lift Station. The project consists of demolishing and retrofitting Programmable Logic Controller (PLC) Control Panels, replacing existing wetwell intrusion switches and level transmitters and connecting Modbus TCP Ethernet communications between the new PLC and the existing generator, Automatic Transfer Switch (ATS), and Motor Saver for each pump. New conduit, conductors, and junction boxes will also be installed.

DISCUSSION

Two (2) bids were received and opened by the Secretary's Office on February 7, 2023, at 11:00 a.m. (see Bid Summary Sheet). The lowest responsive bidder is LEED Electric, Inc. with a total bid of \$713,200. The license and references of the

contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

Award Contract	March 28, 2023
Project Kickoff	April 17, 2023
Procurement of Long Lead Items (6+months)	October 16, 2023
Begin Construction	October 17, 2023
Complete Construction	June 28, 2024

FINANCIAL IMPACT

This project is included in the 2022-2023 Capital Improvement Budget and will be financed with Sewer Funds in the amount of \$713,200.

RECOMMENDATION

It is recommended that the Sanitary District Board:

- Award a contract to LEED Electric, Inc., in the amount of \$713,200, for the construction of Project No. CP1268277 – Sanitation Lift Station SCADA Improvements Project; and
- Authorize the General Manager to execute the contract on behalf of the District, and make minor modifications as appropriate.

By: Rebecca Li, Sr. Civil Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Contract Agreement	3/8/2023	Agreement	LEED_agreement.pdf
Attachment1_Bid Summary Sheet	3/8/2023	Exhibit	Attachment1_LEED_Electric.pdf

SECTION 5 - AGREEMENT

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this 28th day of March, 2023, by the GARDEN GROVE SANITARY DISTRICT, a California Special District ("DISTRICT"), and LEED Electric Inc., hereinafter referred to as the ("**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 March 28, 2023.
2. DISTRICT desires to utilize the services of the CONTRACTOR to furnish material, equipment, and labor for, **Sanitation List Stations SCADA Improvements, Project No. CP 1268277 - Drawing No. W-628**
3. The 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. The 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 the 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 the 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 the 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 ENGINEER, without whose decision the CONTRACTOR shall not adjust said discrepancy save only at the CONTRACTOR's own risk and expense. The decision of the ENGINEER shall be final.

SECTION 5 – AGREEMENT (Continued)

5.2 Materials and Labor. The CONTRACTOR shall furnish, under the conditions expressed in the project Plans and Specifications, at the 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 the 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 the CONTRACTOR. In the event DISTRICT receives a stop notice from any laborer or material supplier alleging non-payment by the 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: **SANITATION LIFT STATIONS SCADA IMPROVEMENTS, PROJECT NO. CP 1268277 - DRAWING NO. W-628**

5.4 Plans and Specifications. The work to be done is shown in a set of detailed project Plans, Contract Documents and Specifications entitled: **SANITATION LIFT STATIONS SCADA IMPROVEMENTS, PROJECT NO. CP 1268277 - DRAWING NO. W-628.**

Said project 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 shall also conform to the City of Garden Grove Standard Plans and Specifications (latest edition), as well as the Standard Plans for Public Works Construction 2012 Edition, and the Standard Specifications for Public Works Construction 2015 Edition, which are also incorporated herein and referred to by, reference.

5.5 Time of Commencement and Completion. The CONTRACTOR shall have **TWENTY-ONE (21) 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 the CONTRACTOR refuses or fails to execute the Contract or refuses or fails to **provide the required documents and information within the TWENTY-ONE (21) DAYS**, the DISTRICT may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

Due to long lead items required in this project, two Notices to Proceed will be issued for this contract. The first Notice to Proceed will be issued upon award of the contract to place order of the long lead items. Upon receipt of the Notice to Proceed, CONTRACTOR agrees to submit shop drawings for all long lead items (i.e. control panels and components) **within fourteen (14) days**. The Contractor shall work closely with manufacturers to provide the delivery of the long lead items within **180 days** from the first Notice to Proceed excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8, and 5.9 hereof. A second Notice to Proceed will be issued for the construction of the project once the long lead items are close to / being delivered. Upon receipt of the second Notice to Proceed, the CONTRACTOR shall diligently prosecute the work to completion within **one hundred and eighty (180) total working days** excluding delays caused or authorized by the CITY 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, the 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 the CONTRACTOR's work in conformance with an approved construction progress schedule. The 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 the CONTRACTOR on the premises.

5.7 Excusable Delays. The 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 the CONTRACTOR is not responsible; any act of negligence or default of DISTRICT; failure of DISTRICT to make timely payments to the 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 the CONTRACTOR; a lockout by DISTRICT; or any other delays unforeseen by the CONTRACTOR and beyond the 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 the CONTRACTOR has thus been delayed, provided that the 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 the CONTRACTOR.

No claims by the CONTRACTOR for additional compensation or damages for delays will be allowed unless the CONTRACTOR satisfies DISTRICT that such delays were unavoidable and not the result of any action or inaction of the CONTRACTOR and that the 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 2015 Edition (GREENBOOK). 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 the CONTRACTOR, unless the 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 the CONTRACTOR to perform the extra work, as determined by 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

Directing acceleration in the performance of the Work.

If the 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. The 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 the 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 the 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 the 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 the CONTRACTOR's first notice of the issue. The 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 the 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 the 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 **TWENTY (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 direct cost the CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

SECTION 5 – AGREEMENT (Continued)

- 5.9.5 If the 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 **THIRTY (30) DAY** period. The 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 the CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7 The CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the Work that DISTRICT may require without nullifying this Contract. The CONTRACTOR shall adhere strictly to the project Plans and Specifications unless a change there from is authorized in writing by the DISTRICT. Under no condition shall the 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 the CONTRACTOR that have not been agreed upon in advance in writing by the DISTRICT. The 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 the 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 the CONTRACTOR will pay to DISTRICT the sum of **One Thousand Five Hundred dollars (\$1,500.00) per day** for each and every calendar day during which completion of the Project is so delayed. The 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 the 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 Thirteen Thousand Two Hundred dollars and 00/100 (\$ 713,200.00)** 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 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 THIRTY (30) DAYS after the recordation of the Notice of Completion.**

SECTION 5 – AGREEMENT (Continued)

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the 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. The 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 **TEN (10) DAYS** after the time of completion of the Contract, the CONTRACTOR shall file with the 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 that State prevailing wage requirements of the California Labor Code including Sections 1770, 1771.5, 1773, 1777.5, and 1776 are required to execute this Contract. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONTRACTOR and the SUBCONTRACTORS shall pay not less than the higher wage rate. The CITY will not accept the lower State wage rates. This includes "helper" (or other classifications based on hours of experience) or any other classification. A copy of the prevailing rate of per diem wages shall be posted at the job site.

5.14.2 Forfeiture for Violation. The 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.

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

SECTION 5 – AGREEMENT (Continued)

general or prime CONTRACTOR are two thousand dollars (\$2,000.00) or more for five (5) working days or more.

5.14.4 Workdays. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the 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. The 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 the 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. The 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 the CONTRACTOR in connection with the Project.

5.14.5 Record of Wages: Inspection. The 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 the CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. The 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. The 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 the 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.

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

SECTION 5 – AGREEMENT (Continued)

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.

5.15 Surety Bonds The 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 The 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 The 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 The 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 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,

SECTION 5 – AGREEMENT (Continued)

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 the CONTRACTOR performs any Work at, or prepares or delivers materials to, the site of construction, the CONTRACTOR shall furnish the following:

COMMENCEMENT OF WORK. The 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. The CONTRACTOR shall also provide a **waiver of subrogation for each policy.**

INSURANCE AMOUNTS. The 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 the CONTRACTOR under Section 5.17 of this Contract. Notwithstanding nor diminishing the obligations of the CONTRACTOR with respect to the foregoing, the 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):**

Workers' Compensation Employer's Liability	As required by the State of California. \$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.
Contractors Pollution Liability	\$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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.

SECTION 5 – AGREEMENT (Continued)

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. The 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. The 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 the Contractors Pollution 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. The 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. The 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.

In the event any of the CONTRACTOR's underlying policies do not meet policy limits within the insurance requirements, the CONTRACTOR shall provide coverage under an excess liability policy. The policy must be a follows form excess/umbrella policy. The 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

SECTION 5 – AGREEMENT (Continued)

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, the 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. The 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. The CONTRACTOR shall pay the premiums on the insurance hereinabove required.

If the CONTRACTOR maintains higher insurance limits than the minimums shown above, the 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 the CONTRACTOR alone. The CONTRACTOR agrees to save, indemnify and keep the DISTRICT, CITY, 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 the CONTRACTOR, save and except 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 the 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) 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.

SECTION 5 – AGREEMENT (Continued)

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, Plans 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 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.

SECTION 5 – AGREEMENT (Continued)

To DISTRICT:

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

TO CONTRACTOR:

__Seth A. Jamali-Dinan____
__LEED Electric, Inc.____
__13138 Artic Circle____
__Santa Fe Springs, CA 90670____

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: _____

**Lisa Kim
General Manager**

ATTEST:

DISTRICT Secretary

Date: _____

"CONTRACTOR"

DocuSigned by:

Lashawn Lugo

ED488F62ECD44D9...

CONTRACTOR'S State License No. 379096
(Expiration Date: 7/31/2023)

By: Seth A. Jamali – Dinan

Title: Chief Executive Officer

Date: 3/6/2023

APPROVED AS TO FORM:

DocuSigned by:

Maya Nandora

8A61EE779B44411...

Garden Grove Sanitary District
General Counsel

Date: 2/27/2023

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

DocuSigned by:



X

SECTION 2 - CONTRACTOR'S PROPOSALCONTRACTOR'S NAME: LEED Electric, Inc.

THE HONORABLE BOARD OF DIRECTORS
 GARDEN GROVE SANITARY DISTRICT
 11222 ACACIA PARKWAY
 GARDEN GROVE, CALIFORNIA 92840

SUBJECT PROJECT:

NO. 774 - SANITATION LIFT STATIONS SCADA IMPROVEMENTS**PROJECT NO. CP 1268277 - DRAWING NO. W-628**

Ladies/Gentlemen:

The undersigned, having carefully examined the Plans, Contract Documents and Specifications for the above subject project and having personally visited the site of the work and been made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said project Plans, Contract Documents and Specifications for the unit prices named in the following bid proposal.

BID PROPOSAL

Item	Qty.	Unit	Item with Unit Price Written In Words	Unit Price	Item Total
1.	1	LS	Mobilization/demobilization - Includes preconstruction investigation/submittals, meetings, record drawings, clearing and grubbing, worksite cleanup. Per Lump Sum	\$ 42,150	\$ 42,150.00
2.	3	LS	Maintaining and Temporary Handling of Sewer Flows (per site). Per Each	\$ 12,800	\$ 38,400.00
3.	1	LS	Tiffany Lift Station: Demolition and modifications to existing control panels as indicated on the Drawings . Per Lump Sum	\$ 76,680	\$ 76,680.00
4.	1	LS	Tiffany Lift Station: Demolition of existing circuits between LP-A and existing control panel as indicated on the Drawings Per Lump Sum	\$ 5,680	\$ 5,680.00
5.	1	LS	Tiffany Lift Station: Install new 20A circuit at LP-A as indicated on the Drawings. Per Lump Sum	\$ 6,390	\$ 6,390.00
6.	1	LS	Tiffany Lift Station: Install new wetwell intrusion switches as indicated on the Drawings Per Lump Sum	\$ 7,040	\$ 7,040.00
7.	2	EA	Tiffany Lift Station: Install new level transmitters as indicated on the Drawings Per Each	\$ 12,600	\$ 25,200.00

SECTION 2 – CONTRACTOR'S PROPOSAL (Continued)

Item	Qty.	Unit	Item with Unit Price Written In Words	Unit Price	Item Total
8.	1	LS	Tiffany Lift Station: Route new conduit(s), conductors, junction boxes as indicated on the Drawings Per Lump Sum	\$ 79,960	\$ 79,960.00
9.	1	LS	Tiffany Lift Station: Site Acceptance Test, Loop Check, and Commissioning Support Per Lump Sum	\$11,920	\$ 11,920.00
10.	1	LS	Belgrave Lift Station: Demolition and modifications to existing control panels as indicated on the Drawings Per Lump Sum	\$ 74,920	\$ 74,920.00
11.	2	EA	Belgrave Lift Station: Modify wiring between Motor Saver and breaker as indicated on the Drawings Per Each	\$ 6,135	\$ 12,270.00
12.	1	LS	Belgrave Lift Station: Install new wetwell intrusion switches as indicated on the Drawings. Per Lump Sum	\$ 9,120	\$ 9,120.00
13.	2	EA	Belgrave Lift Station: Install new level transmitters as indicated on the Drawings Per Each	\$ 9,490	\$ 18,980.00
14.	1	LS	Belgrave Lift Station: Route new conduit(s), conductors, junction boxes as indicated on the Drawings Per Lump Sum	\$ 53,980	\$53,980.00
15.	1	LS	Belgrave Lift Station: Site Acceptance Test, Loop Check, and Commissioning Support Per Lump Sum	\$11,920	\$ 11,920.00
16.	1	LS	Partridge Lift Station: Demolition and modifications to existing control panels as indicated on the Drawings Per Lump Sum	\$ 74,920	\$ 74,920.00
17.	1	LS	Partridge Lift Station: Install new wetwell intrusion switches as indicated on the Drawings Per Lump Sum	\$ 9,120	\$ 9,120.00
18.	2	EA	Partridge Lift Station: Install new level transmitters as indicated on the Drawings Per Each	\$14,675	\$ 29,350.00
19.	1	LS	Partridge Lift Station: Route new conduit(s), conductors, junction boxes as indicated on the Drawings Per Lump Sum	\$43,180	\$ 43,180.00
20.	1	LS	Partridge Lift Station: Site Acceptance Test, Loop Check, and Commissioning Support Per Lump Sum	\$ 12,020	\$ 12,020.00
21.	1	LS	Allowance for field changes including unknown underground obstructions as directed by District and only if required Per Lump Sum	\$	\$ 70,000

SECTION 2 – CONTRACTOR'S PROPOSAL (Continued)

TOTAL BID PROPOSAL \$ 713,200.00

TOTAL BID PROPOSAL WRITTEN IN WORDS:

Seven Hundred Thirteen Thousand, Two Hundred Dollars and Zero Cents.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the Garden Grove Sanitary District does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the ENGINEER.

NOTE: The Contract will be awarded to the lowest responsible bidder, based on the amount shown under TOTAL BID PROPOSAL. IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

It is understood and agreed that:

- (a) Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates set forth in the Department of Transportation publication entitled General Prevailing Wage Rates, which is a part of the Contract shall be posted by the Contractor at a prominent place at the site of the work.

If there is a difference in the minimum wage rate predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of Industrial Relations, for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the highest wage rate.

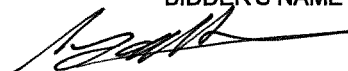
- (b) No verbal agreement or conversation with any officer, agent or employee of DISTRICT, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (c) DISTRICT will not be responsible for any errors or omissions on the part of the undersigned in making up their bid, nor will bidders be released because of errors.
- (d) The undersigned is licensed in accordance with the laws of the State of California.
- (e) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid; or any other person, firm or corporation to refrain from bidding, that the undersigned has not in any manner sought, by collusion, to secure for itself an advantage over any other bidder and that **the unit prices proposed herein shall remain fully in effect for ONE-HUNDRED EIGHTY 180 DAYS** from the date of the opening of bid proposals as specified in Section B1.

SECTION 2 – CONTRACTOR'S PROPOSAL (Continued)

I declare under penalty of perjury that all statements or representations made herein are true and correct.

LEED Electric, Inc.

BIDDER'S NAME



AUTHORIZED SIGNATURE

DATE: 2/7/2023

Corporation

TYPE OF ORGANIZATION: INDIVIDUAL,
PARTNERSHIP OR CORPORATION

13138 Arctic Circle, Santa Fe Springs, CA 90670

ADDRESS

(562) 270-9500

TELEPHONE

(562) 863-5723

FAX

7/31/2023

Expiration Date

379096

STATE OF CALIFORNIA LICENSE NUMBER

SECTION 3 - DESIGNATION OF SUBCONTRACTORS/REFERENCES

1. The undersigned certifies that the sub-bids of the following listed subcontractors have been used in making up this bid, and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the ENGINEER, and in accordance with the applicable provisions of the Specifications.

Bidder's Name LEED Electric, Inc.

LIST OF PROPOSED SUBCONTRACTORS

Each bidder is to set forth below the name and business address of each subcontractor with whom the bidder intends to enter into subcontracts for the performance of any work in excess of one-half of one percent of the bidder's total bid, and the portion of the work to be performed by each subcontractor. Substitution of bidders may only be made in accordance with Section 4107 of the Government Code of the State of California.

	Name of SUBCONTRACTOR	Address	Phone No.	Item of Work
1.	N/A			
				Amount \$
			License Number:	
			Expiration Date:	
2.				
				Amount \$
			License Number:	
			Expiration Date:	
3.				
				Amount \$
			License Number:	
			Expiration Date:	
4.				
				Amount \$
			License Number:	
			Expiration Date:	
5.				
				Amount \$
			License Number:	
			Expiration Date:	

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL

USE THIS FORM WHEN BIDDER IS AN INDIVIDUAL

State of California)
) ss.
County of Orange)

N/A

(Name) _____, Affiant,
being first duly sworn, deposes and says:

That it is the bidder who makes the accompanying proposal; that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Subscribed and sworn to before me _____

This _____ day of _____, 20_____.

Signature: _____

Notary Public in and for the County of _____, State of _____

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL

USE THIS FORM WHEN BIDDER IS A CORPORATION

State of California)
County of Orange)^{ss.}

Seyed A. Jamali Dinan

_____ affiant, the _____ Chief Executive Officer
_____ Pres., Sec., or Mgr. Ofcr
of _____ LEED Electric, Inc.
_____ Name of Corporation

The corporation who makes the accompanying proposal, having first been duly sworn, deposes and says: That such proposal is genuine and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Signature
President, Secretary or Managing Officer

Subscribed and sworn to before me

This _____ day of _____, 20_____.

Notary Public in and for the County of _____, State of _____

Signature: _____

See Attached

CALIFORNIA JURAT**GOVERNMENT CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

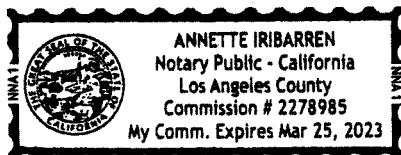
Subscribed and sworn to ~~(or affirmed)~~ before me on
 this 6th day of February, 2023, by
Date Month Year

(1) Seyed A Jamali-Dinan

(and (2) - - - -),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.

Signature Annette Iribarren
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

*Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL

A. PREVIOUS DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bid, ever been disqualified, removed, or otherwise prevented from bidding on; or completing a federal, state, or local government project because of a violation of law of a safety regulation?

Yes _____

No  _____

If the answer is yes, explain the circumstances in the following space.

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL

B. QUESTIONNAIRE TO GENERAL CONTRACTORS

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?


Yes () No ☒
2. If the answer to No. 1 is "yes," please forward a copy of the rules of each bid depository you used with this questionnaire.
3. Did you have any source of subcontractors' bids other than bid depositories?

Yes ☒ No ()
4. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?

Yes () No ☒
5. If the answer to No. 4 is "yes," please explain the following details:
 - (a) Date(s):
 - (b) Name of person or group:
 - (c) Job involved (if applicable):
 - (d) Nature of threats:
 - (e) Additional comments:
(Use additional paper if necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 7 day of February, 20 23.

LEED Electric, Inc.
Name of Company
By Sayed A. Jamali Dinan, CEO


SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL**C. QUESTIONNAIRE REGARDING BIDDERS**

Number of years engaged in the contracting business under present business name 44.

List of last five contracts performed which show experience in work of a nature similar to that covered in this proposal. If none, so indicate.

Year	Type of Work	Contract Amt	Location	For Whom Performed	Phone Number
2018	Electrical, SCADA	\$2.1 Million	Willmington, CA	LACDPW Adam Lee	626-458-6185
2019	Electrical, SCADA	\$765,305.00	Hermosa Beach, CA	LACDPW Cody Snider	626-458-6197
2022	Electrical, I&C	\$1,495,669.00	Valencia, CA	LACSD Irene Chang	(562) 908-4288x5817
2021	Electrical, I&C	\$2,310,747.00	Perris, CA	EMWD Dustin Wetter	(951) 928-3777x4322
2018	Electrical, SCADA, I&C	\$4,039,000.00	Carson, CA	MWD of SoCAL Joe Robles	(909) 392-2586

REFERENCES:

Following are the names, addresses and telephone numbers of firms or agencies with which you may confirm the past performances of the company in performing work of a similar nature and scope:

Firm/Address	Type of Work	Contact Person Telephone No.	Contract Amount
County of LA Department of Public Works 900 S Fremont Ave, Alhambra, CA 91803	Furnish & Install 9 Miles of Fiber Optics Power and Instrumentation Cable for SCADA and Telemetry System and Flow Diversion.	Adam Lee, P.E. (626) 458-6185	\$2.1 Million
Metropolitan Water District of So. Cali. 700 Alameda St, Los Angeles, CA 90012	Constructing a new 15 feet by 50 feet concrete water quality instrumentation building; installing sample piping, instrumentation, analyzers, reservoir inlet sample pumps, backflow preventers, drain lines, potable water line, and electrical equipment; tying into existing utilities. Installation of 15kVA	Damien Romo (213) 220-4096	\$1,161,253.00
Eastern Municipal Water District 2270 Trumble Rd, Perris, CA 92570	Ductbank, Medium Voltage Switchgear, Control Panels, Motor Control Center, Electrical switchgear, QTY (4) 200HP VFD's 480V, PLC and bypass system.	Dustin Wetter 951-928-3777	\$2,310,747.00
West Basin Municipal Water District 17140 Avalon Blvd, Carson, CA 90746	Ductbank, Medium Voltage Switchgear, Control Panels, DCS System, Motor Control Center and Pumps, 4160V, Qty (2) 600A with Main-Tie-Main Circuit Breaker	Kevin Cullen, MSCE (310) 660-6259	\$3,080,000.00
Metropolitan Water District of So. Cali. 700 Alameda St, Los Angeles, CA 90012	New Ground up Advanced Water Treatment Demo Facility with 0.5MGD Clean Water Production. Systems installed MSR, Chemical Feed System, RO System, Advanced Oxidization UV. Turn Key Electrical and Instrumentation which included Prefabricated Electrical Building, Service Switchboard, 5kV Substation, MCC, VFD's, Main PLC (1,500 I/O's), RTU, Local Control Panels, (11) Analyzer Racks, 3,000 I/O's, Ammonia, PLC & SCADA, Programming, Testing, Start-up & Commissioning	Joe Robles, P.E. (909) 392-2586	\$4,039,000.00

Bidder's

LEED Electric, Inc.

Name:

Authorized



Signature:

Date: 2/7/2023

State of California Contractor's License No. 379096Contractor's License Expiration Date 7/31/2023

SECTION 4 – AFFIDAVIT TO ACCOMPANY PROPOSAL**D. CONTRACTOR'S QUESTIONNAIRE**

1. List any lawsuit(s) filed against you or your firm over the past ten (10) years for breach or non-performance of contract: None

_____.
2. List the results of any lawsuit(s): N/A

_____.
3. List any claim(s) filed by subcontractors against you or your firm over the past ten (10) years: N/A

_____.
4. List the results of each claim: N/A

_____.
5. List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your firm by the State Contractors License Board: None

_____.
6. List projects similar to the type applied for herein which you have worked on and how recently the project was performed: Dominguez Gap Barrier Telemetry Systems, Completed June 2018
West Coast Basin Barrier Telemetry System Phase IIB, January 2019
Mission Village Temporary Pumping Plant and Force Main, February 2019
Pala Lift Station Electrical Equipment Upgrade, July 2021
Advanced Water Treatment Demonstration Facility, December 2019

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE AND CORRECT.

Dated: 2/7/2023



Contractor's Signature

Accompanying this Bid is BIDDER'S BOND

(NOTICE: INSERT THE WORDS "CASH (\$ N/A)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "**BIDDER'S BOND**," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co— partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Seyed A. Jamali Dinan - Chief Executive Officer

Rodney Dean - Vice President

Annette Iribarren - Executive Secretary

Seyed A. Jamali Dinan - Treasurer

Licensed in conformance with an act providing for the registration of Contractors,

License No. 379096 Classification(s) A & C-10

ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number/s One.

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 2/7/2023

Sign



Here



Chief Executive Officer

Signature and Title of Bidder

Business Address 13138 Arctic Circle, Santa Fe Springs, CA 90670

Place of Business 13138 Arctic Circle, Santa Fe Springs, CA 90670

Place of Residence 38 Drakes Bay Dr, Corona Del Mar, CA 92625

ACKNOWLEDGMENT FOR ADDENDUM NO. 1

SANITATION LIFT STATIONS SCADA IMPROVEMENTS PROJECT PROJECT NO. CP1268277 – DRAWING NO. W-628

STATEMENT:

I have received Addendum No. 1 for the Sanitation Lift Stations SCADA Improvements Project CP1268277 – Drawing No. W-628, in the City of Garden Grove. The requirements and/or information of Addendum No. 1 will be included and/or considered in my bid proposal.

LEED Electric, Inc.

Company Name



By Seyed A. Jamali Dinan

Chief Executive Officer

Title



BID DEADLINE: Tuesday, February 07, 2023 at 11:00 a.m.
City Clerk's Office

PROJECT NO.: CP1268277 Sanitation Lift Station SCADA
Improvements Project

BIDDERS (Name & Address)	BID BOND	ADDENDUM	AMOUNT OF BID
"Leed Electric, Inc." 13138 Arctic Circle Santa Fe Springs, CA 90670	YES	YES	\$ 713,200.00
"Metro Builders & Engineers Group, Ltd." 2610 Avon Street Newport Beach, CA 92663	YES	YES	\$ 950,525.00



**CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT
WATER SERVICES DIVISION**

BID SUMMARY SHEET

PROJECT: CP 1268277 – Sanitary Lift Station
SCADA Improvements Project

BID OPENING
DATE: **February 7, 2023**
TIME: **11:00 AM**

<u>Facility Name</u>	<u>Engineer's Estimate</u>	<u>Contract Amount</u>
Various locations throughout the City	\$728,692	\$713,200

Bidder's Name	Total Bid	%Under /Over Engineers Estimate
1. LEED Electric, Inc.	\$713,200.00	-2.1%
2. Metro Builders & Engineers Group, Ltd	\$950,525.00	30.4%