



AGENDA

Garden Grove Sanitary District
Board of Directors

Tuesday, August 22, 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 Dovinh
Member

Stephanie Klopfenstein
Member

Kim B. Nguyen
Member

Steve Jones
Member

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. Acceptance of Project No. CP1141000 – Partridge Lift Station Improvement Project as complete. *(Action Item)*

2.b. Authorize issuance of an emergency purchase order with Flo-Services for a pump repair at the Tiffany Sewage Lift Station. (Cost: \$61,895.23) *(Action Item)*

2.c. Receive and file minutes from the meeting held on July 25, 2023. *(Action Item)*

3. ITEMS FOR CONSIDERATION

3.a. Award a contract to JIG Consultants for Professional Engineering Design Services for the Acacia and Taft Sewer Main Replacement Project (CP NP. 1387000) and Sewer System Rehabilitation Plan Phase II (SSRPP-II), Sewer Main Replacement Project No. 1, 31, 47 and 48 (CP No. 1363000). (Cost: \$495,990) *(Action Item)*

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

5. ADJOURNMENT

The next Regular Sanitary District Meeting is scheduled for Tuesday, September 26, 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:	William E. Murray
Dept.:	General Manager	Dept.:	Public Works
Subject:	Acceptance of Project No. CP1141000 – Partridge Lift Station Improvement Project as complete. (<i>Action Item</i>)	Date:	8/22/2023

OBJECTIVE

For the Garden Grove Sanitary District (GGSD) Board to accept Project No. CP1141000 – Partridge Lift Station Improvement Project as complete, and authorize the General Manager to execute the Notice of Completion of Public Improvements and Work.

BACKGROUND

Partridge Lift Station was constructed in 2010 and serves the Thunderbird Mobile Home Park, and two (2) professional lots on Partridge Street. This lift station required 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. The lift station improvements consisted of the installation of a grinder to the station's influent sewer and conversion of the existing SCE electrical service to three-phase power. Installation of the grinder relieved the pump clogging issue at the Partridge Lift Station and reduced frequent pump maintenances at the lift station.

DISCUSSION

The contractor, Pacific Hydrotech Corporation, has completed this project in accordance with the plans, specifications and other contract documents.

FINANCIAL IMPACT

The project was funded with Sewer Funds and was completed within budget and on schedule. The retention payment will be released after recordation of the Notice of Completion with the County of Orange.

RECOMMENDATION

It is recommended that the Sanitary District Board:

- Accept Project No. CP1141000 – Partridge Lift Station Improvement Project as complete, and authorize the General Manager to execute the Notice of Completion of Public Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Liyan Jin, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	8/10/2023	Notice	Notice_of_Completion_CP1141000.pdf

RECORDING REQUESTED BY

When Recorded Mail To:

City Clerk
City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842

NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN that the Garden Grove City Council, Orange County, California, has caused a public improvement, to wit:

PROJECT NO. CP1141000
PARTRIDGE LIFT STATION IMPROVEMENT PROJECT

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with Pacific Hydrotech Corp. on the 24th day of November, 2020, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 22nd day of August, 2023; that the nature of the title to said property of said City Council is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. CP1141000
PARTRIDGE LIFT STATION IMPROVEMENT PROJECT

NOTICE OF COMPLETION

PROJECT NO. CP1141000 – PARTRIDGE LIFT STATION IMPROVEMENT PROJECT

August 22, 2023

Page 2 of 2

NAME OF SURETY on Labor and Material Bond is:

Liberty Mutual Insurance Company
790 The City Drive South, Suite 200
Orange, CA 92868
714-634-5712

DATED this _____ day of _____ 20 ____

GARDEN GROVE SANITARY DISTRICT

By _____

Lisa Kim, General Manager
Garden Grove
Sanitary District Board

ATTEST:

Secretary of Garden Grove Sanitary District

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the Public Works Director of the City of Garden Grove.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on _____ at Garden Grove, California
(Date) (Place)



William E. Murray, P. E.
Public Works Director

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	General Manager	Dept.:	Public Works
Subject:	Authorize issuance of an emergency purchase order with Flo-Services for a pump repair at the Tiffany Sewage Lift Station. (Cost: \$61,895.23) (<i>Action Item</i>)		
		Date:	8/22/2023

OBJECTIVE

To receive Sanitary District Board authorization of an emergency purchase order for a pump repair at Tiffany Sewage Lift Station.

BACKGROUND

The Garden Grove Sanitary District (District) operates three (3) sewage lift stations, which include Partridge Lift Station located at Partridge Street and Garden Grove Boulevard, Tiffany Lift Station located at Tiffany Avenue and Valley View Street, and Belgrave Lift Station located at Belgrave Avenue and Valley View Street. The District's sewer system is designed to make use of existing gravity levels; however, at certain intervals the sewage flow needs to be lifted or pumped to a higher elevation to continue flowing by gravity to the Orange County Sanitation District's sewage treatment collection system. On August 18, 2022, a pump failure had occurred at Tiffany Lift Station.

DISCUSSION

Staff solicited repair services from Flo-Services. The pump had to be repaired by rebuilding the pump. Parts were ordered from a foreign country and due to supply chain issues, it caused significant delays. The pump also had extensive damages and it took additional time to rebuild it. An invoice was issued by Flo-Services, Inc. in the grand total amount of \$61,895.23 for the emergency service. This emergency work is necessary for the proper operation of this sewage lift station. Failure to conduct this emergency work may have resulted in sewage spills. Hence, affecting the safety, health and property of the community at large. Therefore, staff is seeking to designate these costs as emergency repairs and issue an emergency purchase

order.

FINANCIAL IMPACT

The cost of this emergency repair totaling \$61,895.23 will be absorbed in the District's adopted FY 2023-24 operating budget.

RECOMMENDATION

It is recommended that the Sanitary District Board:

- Authorize the Finance Director to issue an emergency purchase order with Flo-Services for a pump repair at Tiffany Sewage Lift Station, in the amount of and not to exceed \$61,895.23.

By: Samuel Kim, P.E.

Deputy Public Works Director/Water Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Invoice	8/4/2023	Cover Memo	invoice.pdf

Date	Invoice #
7/24/2023	22K562-1

Bill To
City of Garden Grove Attn: Finance Dept AP PO Box 3070 Garden Grove CA 92840

P.O. No.	Terms	Project
Allen Kirzhner	Net 30	Teardown/Evaluation

Quantity	Description	Rate	Amount
	Tiffany Lift Station Wemco-Hidrostral Immersible Pump Model F6K-H-FE5B4 73.7 HP, 1766 RPM SN: 08DW07185-03 Per our Proposal# 22-051R dated 1/30/2023 Reassembled reconditioned motor with new parts listed below and tested. Set impeller clearances. Filled cooling jacket with oil. Coated exterior of pump with two-part coal tar epoxy coating.		
16	Shop Labor - 16 hours at \$135.00 per hour	135.00	2,160.00
	Disassembled motor. Tested, cleaned, rewound and reinsulated stator with Class H inverter duty wire. Tested, cleaned, reinsulated and balanced rotor. Cleaned all parts, assembled and tested.		
1	Labor Portion of Motor Repair	7,406.00	7,406.00
1	Deliver pump to Water Services Division yard.	425.00	425.00
1	Motor Major Rebuilt Kit	7,190.43	7,190.43T
1	Cab and Cable Assembly	5,592.85	5,592.85T
1	Motor Back Cover	2,447.95	2,447.95T
1	Motor Upper Cover with Stud Fastener Kit	1,952.01	1,952.01T
1	Motor Cooling Jacket	5,781.97	5,781.97T
1	Impeller Flange with Locknut and Locating Pin	952.20	952.20T
1	Impeller, High Chromium Iron, with Impeller Bolt	7,539.57	7,539.57T
1	Suction Liner, High Chromium Iron	4,541.47	4,541.47T
1	Impeller Clearance Shim Set	129.61	129.61T
1	Lot - Parts for Motor Repair	3,471.56	3,471.56T
1	Lot - Cooling Jacket Oil	338.56	338.56T
1	Lot - Pump Coal Tar Epoxy Paint and Supplies	250.00	250.00T
1	Incoming parts freight to Flo-Services	350.00	350.00
	Disassembled volute, impeller and impeller flange. Inspected, tested and evaluated pump components. Dismantled motor. Inspected and evaluated motor.		
1	Work already completed	2,430.00	2,430.00

*Please make checks payable to
FLO-SERVICES, INC.*



Total



Date	Invoice #
7/24/2023	22K562-1

Bill To
City of Garden Grove Attn: Finance Dept AP PO Box 3070 Garden Grove CA 92840

P.O. No.	Terms	Project
Allen Kirzhner	Net 30	Teardown/Evaluation

Quantity	Description	Rate	Amount
	Sales Tax - Garden Grove 8.75%	8.75%	3,516.47

Total	\$56,475.65
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Invoice

Date	Invoice #
7/24/2023	22K562-2

Bill To
City of Garden Grove Attn: Finance Dept AP PO Box 3070 Garden Grove CA 92840

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Per Proposal #22-056		
	Price adder #1 - Intermediate Guide Rail Bracket		
2	Intermediate Brackets 316 stainless steel	2,372.22	4,744.44T
1	Incoming parts freight to Flo-Services	260.00	260.00
	Sales Tax - Garden Grove 8.75%	8.75%	415.14

*Please make checks payable to
FLO-SERVICES, INC.*



Total	\$5,419.58
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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: Secretary
Subject: Receive and file minutes Date: 8/22/2023
from the meeting held on
July 25, 2023. (*Action Item*)

Attached are the minutes from the meeting held on July 25, 2023, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	8/17/2023	Minutes	sd-min_07_25_2023.pdf

MINUTES

GARDEN GROVE SANITARY DISTRICT BOARD OF DIRECTORS

Regular Meeting

Tuesday, July 25, 2023

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

CONVENE MEETING

At 6:51 p.m., Vice President Tran convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (6) Members Brietigam, DoVinh, Jones,
Klopfenstein, Nguyen, Vice President Tran

ABSENT: (1) President O'Neill

ORAL COMMUNICATIONS

Speakers: Garden Grove Police Chief Amir El Farra and OCFA Division Chief Craig Covey provided a follow-up from the July 4th Holiday Public Safety incidents; Daniel, Nicholas Dibs, Nicole Jaimes, Ana Parker, Rubi Garcia, Leland Sisk.

RECESS

At 7:13 p.m., Vice President Tran recessed the meeting.

RECONVENE

At 7:15 p.m., Vice President Tran reconvened the meeting in the Council Chamber with Members Brietigam, DoVinh, Jones, Klopfenstein, and Nguyen present.

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JUNE 13, 2023 (F: Vault)

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

The minutes from the meeting held on June 13, 2023, be received and filed.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, Jones, DoVinh, Klopfenstein, Nguyen,
Tran
Noes: (0) None
Absent: (1) O'Neill

ADJOURNMENT

At 7:16 p.m., Vice President Tran adjourned the meeting. The next Regular Sanitary District Meeting is scheduled for Tuesday, August 22, 2023, at 5:30 p.m. in 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 JIG Consultants for Professional Engineering Design Services for the Acacia and Taft Sewer Main Replacement Project (CP NP. 1387000) and Sewer System Rehabilitation Plan Phase II (SSRPP-II), Sewer Main Replacement Project No. 1, 31, 47 and 48 (CP No. 1363000). (Cost: \$495,990) (<i>Action Item</i>)		
		Date:	8/22/2023

OBJECTIVE

To recommend the Sanitary District Board award a contract to JIG Consultants for professional engineering services including civil engineering design and topographic survey for the Acacia and Taft Sewer Replacement Project (CP No. 1387000), the Sewer System Rehabilitation Plan Phase II (SSRPP-II), and the Sewer Main Replacement Project No. 1, 31, 47 & 48 (CP. 1363000).

BACKGROUND

Garden Grove Sanitary District (District) completed the Sewer System Rehabilitation Plan (SSRP) Phase 1 in July 2017, Phase II in 2021 and the System Evaluation and Capacity Assurance Plan in 2012. The studies and assessment identified a list of replacement and lining projects with spot repairs due to pipe condition (including sags, cracks and offsets) and capacity deficiencies. Over the years, the projects categorized as severe have been constructed if feasible. The recent projects identified along with the remaining projects from Phase 1 and Capacity Assurance Plan will be constructed in the next few years beginning with the Acacia and Taft Sewer Main Replacement Project (CP No. 1387000), the Sewer System Rehabilitation Plan Phase II (SSRPP-II), and Project 1, 31, 47 & 48 (CP No. 1363000). The Acacia and Taft Sewer Main Replacement Project will replace approximately 3,761 linear feet of existing 6-inch and 8-inch Vitrified Clay Pipe (VCP) sewer main to address poor pipe condition. The SSRPP-II, Sewer Main Replacement Project 1, 31, 47 & 48 includes replacement of approximately 4,254 linear feet of 6-inch and 8-inch VCP sewer main

to address poor pipe condition and capacity deficiencies.

JIG Consultants is the engineering firm that has been selected to design sewer replacements, new sewer mains, new manholes, restoring existing sewer laterals and the repair of intruding laterals and manhole channels. JIG Consultants will generate the plans and contract documents to construct the proposed projects. The project limits are highlighted in the Location Map (Exhibit A), the streets impacted are: Taft Street, Acacia Avenue, Parking Lot at City Hall, Banner Drive, Newhope Street, Stuart Drive, Lemonwood Lane, Caltrans 22-freeway Easement, Barnett Way, Trask Avenue and Lampson Avenue. The overall length of both projects is approximately 8,000 linear feet.

DISCUSSION

Staff requested proposals from three (3) firms to provide professional engineering services. All three (3) firms submitted proposals. A panel of three (3) members rated the submitted proposals on the basis of qualifications without considering cost. Based on evaluation results, JIG Consultants meets the qualifications required to provide professional engineering services for this project.

The following is a summary of the ratings:

	Hunsaker & Associates Irvine, CA	SA Associates Anaheim, CA	JIG Consultants Anaheim, CA
Rater A	177	178	181.50
Rater B	177	177.25	180.50
Rater C	172	172	176
Total	526	527.25	538

FINANCIAL IMPACT

There is no impact to the General Fund. This project is included in the Fiscal Year 2023-24 Capital Improvement Plan budget, and will be funded within the Sewer Utility Fund in the amount of \$495,990.

RECOMMENDATION

It is recommended that the Sanitary District Board:

- Award a contract to JIG Associates for professional engineering services including civil engineering design and topographic survey for the Acacia and Taft Sewer Replacement Project, the Sewer System Rehabilitation Plan Phase II, and the Sewer Main Replacement Project No. 1, 31, 47 & 48 in the amount of \$495,990; and
- Authorize the General Manager to execute the agreement on behalf of the Sanitary District, and make minor modifications as appropriate thereto.

By: Jessica Polidori, Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
RFP	8/14/2023	Backup Material	RFP_CP1363000_1387000_JIG.pdf
Fee Proposal	8/17/2023	Backup Material	Fee_Proposal_R2_JIG_08162023_rev.pdf
Location Map	8/14/2023	Backup Material	Exhibit_A_updated.pdf
Professional Services Agreement (not signed)	8/14/2023	Agreement	2020_STANDARD_AGREEMENT_(GGSD)_Omar.docx

July 12, 2023

Mr. Joseph Gutierrez, P.E.
President
JIG Consultants
4887 East La Palma Avenue,
Anaheim, CA 92807

Steve Jones

Mayor

Diedre Thu-Ha Nguyen
Mayor Pro Tem - District 3

George S. Brietigam
Council Member - District 1

John R. O'Neill
Council Member - District 2

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

SUBJECT: REQUEST FOR PROPOSALS FOR CIVIL ENGINEERING DESIGN SERVICES OF GARDEN GROVE SANITARY DISTRICT SEWER SYSTEM REHABILITATION PLAN PHASE II (SSRPP-II) SEWER MAIN REPLACEMENT PROJECT NO. 1, 31, 47 & 48 (CP No. 1363000) & ACACIA AND TAFT SEWER MAIN REPLACEMENT PROJECT (CP No. 1387000)

Dear Mr. Gutierrez:

Garden Grove Sanitary District (District) completed the Sewer System Rehabilitation Plan (SSRP) Phase 1 in July 2017, Phase II in 2021 and the System Evaluation and Capacity Assurance Plan in 2012, the studies and assessment identified a list of replacement and lining projects with spot repairs due to pipe condition and capacity. Over the years the projects categorized as severe have been constructed if feasible. The recent projects identified along with the remaining projects from Phase 1 and Capacity Assurance Plan will be constructed in the next few years beginning with the **Acacia and Taft Sewer Main Replacement Project (CP No. 1387000)** and the **Sewer System Rehabilitation Plan Phase II (SSRPP-II), Project 1, 31, 47 & 48 (CP No. 1363000)**. The **Acacia and Taft Sewer Main Replacement Project** will replace approximately 3,761 LF of existing 6 and 8-inch VCP. The **Sewer System Rehabilitation Plan Phase II, Project 1, 31, 47 & 48** includes replacement of approximately 4,254 LF 6-inch and 8-inch VCP.

The District proposes to construct both projects in fiscal year 2024/2025. Approved bid set documents for the **Acacia and Taft Sewer Main Replacement Project** are due by **February 2023**. Preliminary total cost of construction is estimated to be around \$2.2 Million dollars. Approved bid set documents for the **Sewer System Rehabilitation Plan Phase II, Project 1, 31, 47 & 48** are due by **May 2023**. Preliminary total cost of construction is estimated to be around \$2.3 Million dollars. The District requests your proposals for design survey, engineering design services

for the preparation of plans, contract documents /specifications and cost estimates for the proposed projects.

PROJECT DESCRIPTION:

The locations and area of both projects are shown in **Exhibit A**. The exhibit has both projects **highlighted**. Approximate lengths, diameter size, material, existing pipe identification number of the sewer mains to be replaced or repaired are indicated in **Table 1** for the **Acacia and Taft Sewer Replacement Project** and **Table 2** for the **Sewer System Rehabilitation Plan Phase II, Project 1, 31, 47 & 48**. The work includes, but is not limited to installation of 6-inch, 8-inch, and 10-inch VCP pipe, new pipe alignment, removing and replacing sections of existing sewer mains, installation of new manholes, restoring existing sewer laterals after replacement, re-connecting to existing sewer laterals, root removal, repair of intruding laterals and manhole channels, re-directing flows, sewer main abandonment and other work necessary to complete these tasks. Project descriptions are the following;

- **Acacia & Taft Sewer Replacement Project:** Taft Street from south of Garden Grove Blvd. to north of Trask Ave., Havenwood Dr. from Trask Ave towards cul-de-sac, and Acacia Ave. from Euclid St. to Civic Center Dr.. Each of the proposed sewer main will be connected into existing or new sewer manholes at the beginning and end of the alignment. The overall length of this project is approximately 3,761 linear feet.
- **SSRPP-II, Project 1, 31, 47 & 48:** Lampson Ave. from Safford St. to 9th St., Newhope St. from Banner Dr. to Paloma Ave., Banner Dr. from Newhope St. to west of Rockinghorse Rd., Stuart Dr. at Lemonwood Ln., Alley east of Lemonwood Ln., Barnett from Trask Ave. to north of Caltrans right-of-way (22-freeway), Trask Ave. east of Newhope St., and 22-freeway from Trask Ave. to easement (northwest of Cardinal Circle). Each of the proposed sewer main will be connected into existing or new sewer manholes at the beginning and end of the alignment. The overall length of this project is approximately 4,254 linear feet.

All existing sewer flows are to be maintained during construction either through bypass methods or establishing new alignments to be operational before abandonment or removal of the existing sewerage. All existing house connections are to be reconstructed into the new sewer main.

All utilities are to be protected except that any Asbestos Cement Pipe (ACP) water main (if identified) shall be replaced with AWWA, C900 where it crosses the proposed sewer main trench.

Contractor shall be required to furnish traffic control plans for construction.

SCOPE OF SERVICES TO BE PROVIDED:

Services for Sewer Main Replacement Project to be performed by the consultant shall consist of the following:

- Preparation of complete design work to facilitate the sewer improvement construction as indicated in the **project description** section and as further described below is required. Consultant shall provide a preliminary design report (25% design) that includes a preliminary plan view of proposed sewer alignment, alternatives, permit requirements, preliminary schedule and costs, and recommendations of construction requirements and sequence. Final engineering design shall be submitted at 60%, 90%, 99%, and 100% stages of design. Seven (7) sets of progress submittal prints (full size) and/or reports shall be given to the District for each stage of design. A pdf file for all stages of design submittals shall be provided. The consultant shall make a determination of the number of copies required for outside utilities and/or agencies and shall submit those on behalf of the District. Final submittal deliverables is defined below.
- Performance of all necessary research and surveying as required to perform design work including the establishment of all existing street alignments, centerline control, bench mark elevations and coordinates (with tying to nearest City of Garden Grove survey monument GPS system), existing right-of-way limits, intersection description 100 feet beyond BCR/ECR points, and identifications of existing surface features and topography. Cross-section elevations shall be every 50 feet and at grade changes. Sewer and storm drain facilities shall be "dipped" and rim elevations shot at each manhole within the project limits (in some instances a first manhole outside of the project limits may need to be described) with pictures of inside manhole base and channel with orientation of rim relation to manhole base. CCTV assessment and recommendations of the videos provided by the District.
- Obtain a soil boring test for every 1,000 feet of sewer main with a minimum of 1 boring for each street that each proposed sewer main falls within. The location of boring to be within the proposed alignment of the sewer. Provide one (1) PDF copy and three (3) hard

copies of a soils report of the findings and recommendations. This service may be subcontracted. Incorporate soils report recommendations into the design and project specifications, specifically include bedding recommendations, shoring design information that is adequate for the contractor to provide shoring calculations, and groundwater information.

- Coordination, as required, with all affected utilities or agencies shall be the responsibility of the consultant. Consultant shall be responsible for obtaining all necessary permits (for example from City, Private Owners/Businesses, Caltrans), traffic control, and clearances for all necessary field work. This shall include Air Quality Management District's Rule 1166 permit.
- A complete utility research within the project area shall be conducted. As part of preparing construction plans, the utility companies shall be notified and respond in writing that they have reviewed the preliminary and final construction plans for any conflicts.
- Potholing of existing utilities may be required. Consultant shall assume fifty (60) potholes and shall include unit price as part of the proposal. All underground utility facilities shall be exposed top to bottom and measured during investigation.
- Provide hydraulic calculations (for reverse flow, new alignment and up-sized mains) and tables on the project plans that indicate average, peak dry weather, peak wet weather flows with depths and ratio of depth to inside pipe diameter of each reach. (The District will provide the flow information for the consultant to calculate the depths).
- Provide street condition evaluation for the streets where the sewer improvements will take place. The evaluation shall include the existing conditions, anticipated impacts on the streets due to the sewer construction, and any recommended street rehabilitation after the sewer construction.
- Provide assistance during bidding if required to answer questions that arise from the contract documents.

FINAL DELIVERABLES BY CONSULTANT:

- 2 sets of plans (prints and mylars with laser print/copy). Drawings shall be on 24 inch by 36 inch at 40 scale plan view and 4 scale vertical. Details shall be 20 scale or less.
- All drawings shall conform to Garden Grove Sanitary District standards and shall be signed and stamped by a registered civil engineer in the state of California. Project specifications and estimate with original signature and stamp by a registered civil engineer. 2 sets of projects specifications are required, one original set unbound and one set copied and bound.
- 16-GB Micro SD card or USB memory stick with **one (1) complete file of AutoCAD "DWG" Release 2019 or newer format without x-reference drawing file** of the project plans, PDF and Jpeg files of the project plans, Microsoft "Word" files of project specifications, and Microsoft Excel file of Engineer's cost estimate.
- Provide the District with 2 copies of a design notebook. The notebook shall include all pertinent correspondence, calculations, quantity and cost estimate. The final copies shall be signed and stamped by the registered engineer in charge.

The District will provide the following:

- Environmental Processing.
- Boilerplate of the contract documents.
- Sample of a recent sewer project (Plans and specifications) showing acceptable drafting standards and language.
- AutoCAD Title sheet and design sheet border.
- Assist with plan research of available District/City plans.
- Sewer CCTV videos (must provide external hard drive by consultant).
- Advertising and review of the construction bids and construction award, including required printing.
- Supporting construction management and administration, inspection, and materials testing.

PROPOSAL ORGANIZATION AND CONTENTS:

The proposal shall be organized by the following tasks:

- Task I Project management, meetings, and coordination shall be distributed amongst all other tasks and shall not have a fee affixed.
- Task II Preliminary investigation and design research.
- Task III Preliminary Engineering (up to 25% completion with report). Consultant shall be aware that Preliminary Report may require revisions which will not be considered as further progression of percent completion.
- Task IV Final Engineering.

In addition, to be considered responsive to this request, the following information shall be included in the proposal:

- Company ownership description, including all subconsultants.
- Description of office where all work will be performed.
- Project organization and staffing with resumes and relevant experience.
- Relevant firm experience, including references and contact information.
- Consultant understanding of the project and approach to the work.
- Scope of work listing tasks, descriptions, methods, techniques, and exceptions.
- A detailed project scheduling by task including description of tasks, subtasks, milestones, and deliverables.
- Work hour estimate in a matrix format indicating hours for each task.
- Fee proposal based upon the required work hours per task submitted under separate cover.
- A current fee schedule for the tasks involved, break down per task and hours.

The fee proposal, submitted under separate cover, shall be a “not to exceed” amount to provide a complete product as described herein. During the course of the work, conditions may occur that were not planned, anticipated and foreseen a 10-percent optional extra services fee should be included in the proposal to account for such changes. Any reimbursable or other cost should be identified and included in the fee proposal.

There should be one proposal for each project (each should include Task 1-3), a fee proposal (titled accordingly), project scheduling by task and work hour estimate.

The proposal shall be signed by an individual authorized to bind the submitting firm and should include a statement indicating the proposal is a firm offer for a period of 90 days. Full consideration shall be given to each proposal received by the District in determining proposal acceptance.

A sample copy of the District’s standard consultant agreement, including insurance requirements, compliance issues, disclosure, notifications and other relevant material has been attached for your review and information.

Four copies of the proposal must be received by the District **no later than 2 PM on Monday, August 7, 2023**. Proposals shall be delivered by courier or mail and addressed to Garden Grove Sanitary District, Attention: Jessica Polidori, Associate Engineer, 13802 Newhope Street, Garden Grove, CA 92843. No faxes of proposals or late proposals will be accepted.

Any questions regarding this proposal should be directed to Jessica Polidori at (714) 741-5349.

SELECTION OF THE CONSULTANT:

The consultant’s proposals will be reviewed by a panel. No interview will be conducted nor will be a pre-proposal meeting. Consultant selection will be based on the following criteria:

1. Ability of the consultant to perform the specific tasks as outlined in the Request for Proposals (RFP) with the proposed time frame.
2. Qualifications, certificates and experience of the firm and most importantly, the specific individuals who will work on the project.
3. The assignment of time for the personnel involved in the project.

4. The specific approach to the work along with proposed methods and techniques.
5. Demonstrated record of success on work assignments previously performed for the District or other agencies.

GENERAL INFORMATION

The District will make available upon request any information that it may possess to assist in the preparation of the base sheets. This would include benchmark information, centerline ties, and as-built improvement plans.

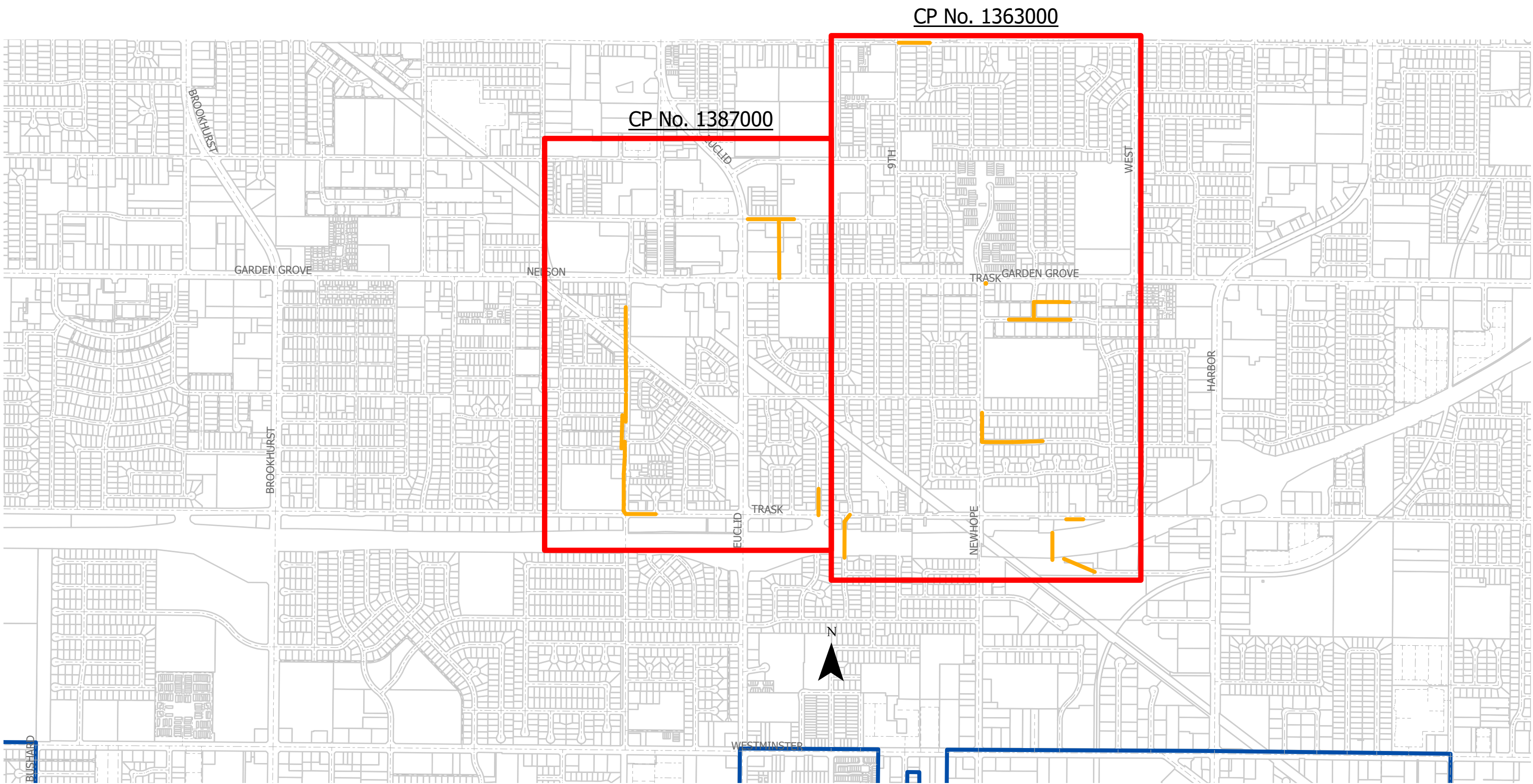
The District reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The District will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other costs or obligation of any kind that may be incurred by a respondent. All proposals submitted to the District in response to this RFP shall become the property of the District. The District appreciates your interest, time, and effort in responding to our request.

If you have any questions or require additional information, please contact me at (714) 741-5349.

Sincerely,

Jessica Polidori
Associate Engineer

Attachments: Exhibit "A"
 Table "1" and Table "2"
 Sample Consultant Agreement



Legend

Sewer Mains - SSRPPII - Project 1, 31, 47 & 48

Sewer Mains - Acacia & Taft Sewer Replacement Project

city.gis.city.boundary

city.gis.parcels

Exhibit A:

Acacia & Taft Sewer Replacement Project (CP No. 1387000)

Sewer System Rehabilitation Plan Phase II, Project 1, 31, 47 & 48 (CP No. 1363000)

Table 1 - Acacia & Taft Sewer Replacement Project (CP no. 1387000)

Location	Existing MH ID		Pipe			
			Existing Pipe ID	Size (in)	Material	Approx. Length (ft)
	US MH	DS MH				
Taft St	12276	12277	3835	8	VCP	140
Taft St	12277	12279	3836	8	VCP	140
Taft St	12279	12280	3838	8	VCP	178
Taft St	12280	12281	3932	8	VCP	622
Taft St	12281	12282	3933	8	VCP	41
Taft St	12282	12292	3934	8	VCP	257
Taft St	12293	12294	3940	8	VCP	223
Taft St	12294	12295	3941	8	VCP	164
Taft St	12295	12296	3942	8	VCP	200
Taft St	12296	12297	3943	8	VCP	291
Taft St	12297	12298	3944	8	VCP	52
Taft St	12300	12301	3947	8	VCP	375
Taft St	12292	12293	3939	8	VCP	65
Havenwood Dr.	11910	11911	4815	8	VCP	295
Acacia Ave.	11023	11891	5128	6	VCP	240
Acacia Ave.	11891	11020	NEW	8	VCP	114
Acacia Ave.	11019	11020	5136	8	VCP	225
Acacia Ave.	11019	11016	NEW	8	VCP	139

Table 2- Sewer System Rehabilitation Plan Phase II, Project 1, 31, 47 & 48 (CP no. 1363000)

Location	Existing MH ID		Pipe			
			Existing Pipe ID	Size (in)	Material	Approx. Length (ft)
	US MH	DS MH				
Banner Dr.	11440	10866	3848	8	VCP	340
Banner Dr.	10895	11440	3706	8	VCP	345
Banner Dr.	10894	10895	4361	8	VCP	240
Banner Dr.	10893	10894	4360	8	VCP	260
Newhope St.	10866	10867	4804	8	VCP	330
Newhope St.	10867	13176	4805	8	VCP	175
Newhope St.	13176	13175	5624	8	VCP	12
Alley	10901	10902	4460	8	VCP	395
Stuart Dr.	10903	11442	3709	8	VCP	305
Stuart Dr.	10900	10903	4365	8	VCP	395
Lemonwood Ln.	10902	10903	4461	8	VCP	205
easement	10916	10917	4848	8	VCP	305
easement	11922	11923	4825	8	VCP	380
Trask Ave. (e/o Newhope)	13986	13985	7612	6	VCP	192
Lampson Ave.	12526	12533	6050	8	VCP	360
Connection to OCSD's	12533	OCSD MH	NEW	TBD	VCP	15

**GARDEN GROVE SANITARY DISTRICT
SEWER SYSTEM REHABILITATION PLAN PHASE II
ACACIA AND TAFT SEWER MAIN REPLACEMENT
FEE SUMMARY**

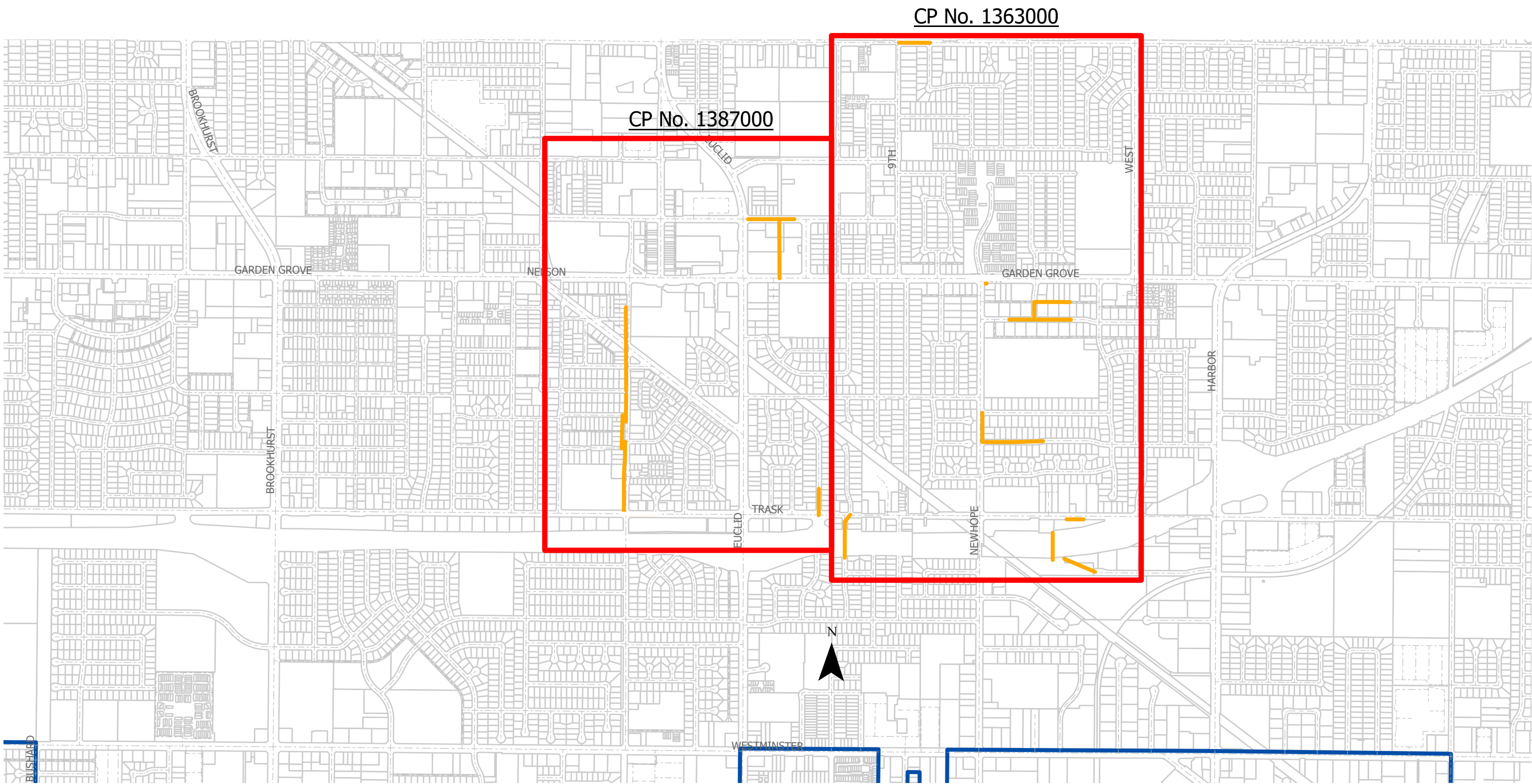
Scope of Work Tasks	JIG Labor Hours					Hours	Fee	Subconsultants			Direct Costs	Total Fee
	PM / PE	QC	Sr. Eng	Civil	Admin			Geotech	Survey	Pothole		
	\$190	\$170	\$160	\$140	\$85							
TASK I - Project Management, Meetings & Coordination	44	0	0	0	0	44	\$8,360	\$0	\$0	\$0	\$0	\$8,360
TASK II - Preliminary Investigations & Topographic Mapping												
2.1 Initial Kick-Off Meeting	2	0	0	0	1	3	\$465	\$0	\$0	\$0	\$0	\$465
2.2 Records and Requirements Search	0	0	1	8	8	17	\$1,960	\$0	\$0	\$0	\$150	\$2,110
2.3 Ground Control and Survey	0	0	0	0	0	0	\$0	\$0	\$16,720	\$0	\$0	\$16,720
2.4 Geotechnical Investigations	0	0	0	0	0	0	\$0	\$14,850	\$0	\$0	\$0	\$14,850
Subtotal Task II -	2	0	1	8	9	20	\$2,425	\$14,850	\$16,720	\$0	\$150	\$34,145
TASK III - Preliminary Engineering												
3.1 Draft Preliminary Design Technical Memorandum	12	2	38	12	2	66	\$10,550	\$0	\$0	\$0	\$100	\$10,650
3.2 PDTM Submittal Review Meeting	2	0	0	0	1	3	\$465	\$0	\$0	\$0	\$0	\$465
3.3 Final Preliminary Design Technical Memorandum	4	0	12	4	0	20	\$3,240	\$0	\$0	\$0	\$100	\$3,340
Subtotal Task III -	18	2	50	16	3	89	\$14,255	\$0	\$0	\$0	\$200	\$14,455
TASK IV - Final Engineering												
4.1 Permits and Utility Coordination	2	0	2	4	8	16	\$1,940	\$0	\$0	\$0	\$0	\$1,940
4.2 Utility Verification and Potholing (30 potholes)	0	0	0	8	0	8	\$1,120	\$0	\$0	\$42,000	\$0	\$43,120
4.3 Construction Plans, Specs, and Estimate (60%, 90%, 99%, and 100%)	29	16	113	218	23	399	\$58,785	\$0	\$0	\$0	\$250	\$59,035
4.4 Progress Submittal Review Meetings (60% & 90%)	4	0	0	0	2	6	\$930	\$0	\$0	\$0	\$50	\$980
4.5 Final Deliverable	1	0	8	32	2	43	\$6,120	\$0	\$0	\$0	\$150	\$6,270
4.6 Bid Phase Assistance	1	2	0	12	4	19	\$2,550	\$0	\$0	\$0	\$0	\$2,550
Subtotal Task IV -	37	18	123	274	39	491	\$71,445	\$0	\$0	\$42,000	\$450	\$113,895
Subtotal Tasks I to IV	101	20	174	298	51	644	\$96,485	\$14,850	\$16,720	\$42,000	\$800	\$170,855
Optional - Additional Effort to Segregate Section 3 - Acacia Ave												\$25,150
1. Separate Section 3 borings/mobilization for geotechnical investigations												
2. Separate PDTM for Section 3												
3. Separate Construction Plans/Specifications for Section 3												
Optional - 15% of Task I to Task IV												\$25,628
Total												\$221,633

**GARDEN GROVE SANITARY DISTRICT
SEWER SYSTEM REHABILITATION PLAN PHASE II
PROJECT NO. 1, 31, 47 and 48
FEE SUMMARY**

Scope of Work Tasks	JIG Labor Hours					Hours	Fee	Subconsultants			Direct Costs	Total Fee
	PM / PE	QC	Sr. Eng	Civil	Admin			Geotech	Survey	Pothole		
	\$190	\$170	\$160	\$140	\$85							
TASK I - Project Management, Meetings & Coordination	50	0	0	0	0	50	\$9,500	\$0	\$0	\$0	\$0	\$9,500
TASK II - Preliminary Investigations & Topographic Mapping												
2.1 Initial Kick-Off Meeting	2	0	0	0	1	3	\$465	\$0	\$0	\$0	\$0	\$465
2.2 Records and Requirements Search	0	0	1	6	6	13	\$1,510	\$0	\$0	\$0	\$150	\$1,660
2.3 Ground Control and Survey	0	0	0	0	0	0	\$0	\$0	\$20,460	\$0	\$0	\$20,460
2.4 Geotechnical Investigations	0	0	0	0	0	0	\$0	\$28,100	\$0	\$0	\$0	\$28,100
Subtotal Task II -	2	0	1	6	7	16	\$1,975	\$28,100	\$20,460	\$0	\$150	\$50,685
TASK III - Preliminary Engineering												
3.1 Draft Preliminary Design Technical Memorandum	12	2	38	12	2	66	\$10,550	\$0	\$0	\$0	\$100	\$10,650
3.2 PDTM Submittal Review Meeting	2	0	0	0	1	3	\$465	\$0	\$0	\$0	\$0	\$465
3.3 Final Preliminary Design Technical Memorandum	4	0	12	4	0	20	\$3,240	\$0	\$0	\$0	\$100	\$3,340
Subtotal Task III -	18	2	50	16	3	89	\$14,255	\$0	\$0	\$0	\$200	\$14,455
TASK IV - Final Engineering												
4.1 Permits and Utility Coordination	2	0	4	16	8	30	\$3,940	\$0	\$0	\$0	\$0	\$3,940
4.2 Utility Verification and Potholing (30 potholes)	0	0	0	4	0	4	\$560	\$0	\$0	\$41,550	\$0	\$42,110
4.3 Construction Plans, Specs, and Estimate (60%, 90%, 99%, and 100%)	35	16	137	314	23	525	\$77,205	\$0	\$0	\$0	\$250	\$77,455
4.4 Progress Submittal Review Meetings (60% & 90%)	4	0	0	0	2	6	\$930	\$0	\$0	\$0	\$50	\$980
4.5 Final Deliverable	1	0	4	28	2	35	\$4,920	\$0	\$0	\$0	\$150	\$5,070
4.6 Bid Phase Assistance	1	2	0	12	4	19	\$2,550	\$0	\$0	\$0	\$0	\$2,550
Subtotal Task IV -	43	18	145	374	39	619	\$90,105	\$0	\$0	\$41,550	\$450	\$132,105
Subtotal Tasks I to IV	113	20	196	396	49	774	\$115,835	\$28,100	\$20,460	\$41,550	\$800	\$206,745
Optional - Additional Effort to Jack and Bore under 22 Freeway for Section 6												\$36,600
1. Aerial topographical mapping of the 22 Freeway crossing												
2. Engineering and Design for Jacking and Boring under 22 Freeway												
3. Prepare legal description and map for utility easements												
4. Additional borings for geotechnical investigations												
5. Obtain Caltrans permit for 22 Freeway crossing												
6. Prepare legal description for easement through Caltrans property												
Optional - 15% of Task I to Task IV												\$31,012
Total												\$274,357

**GARDEN GROVE SANITARY DISTRICT
SEWER SYSTEM REHABILITATION PLAN PHASE II
ACACIA AND TAFT SEWER MAIN REPLACEMENT
PROJECT NO. 1, 31, 47 and 48
FEE SUMMARY**

Scope of Work Tasks	JIG Labor Hours					Hours	Fee	Subconsultants			Direct Costs	Total Fee
	PM / PE	QC	Sr. Eng	Civil	Admin			Geotech	Survey	Pothole		
	\$190	\$170	\$160	\$140	\$85							
TASK I - Project Management, Meetings & Coordination	94	0	0	0	0	94	\$17,860	\$0	\$0	\$0	\$0	\$17,860
TASK II - Preliminary Investigations & Topographic Mapping	4	0	2	14	16	36	\$4,400	\$42,950	\$37,180	\$0	\$300	\$84,830
TASK III - Preliminary Engineering	36	4	100	32	6	178	\$28,510	\$0	\$0	\$0	\$400	\$28,910
TASK IV - Final Engineering	80	36	268	648	78	1110	\$161,550	\$0	\$0	\$83,550	\$900	\$246,000
Subtotal Tasks I to IV	214	40	370	694	100	1418	\$212,320	\$42,950	\$37,180	\$83,550	\$1,600	\$377,600
Optional - Section 3 and 6												\$61,750
Optional - 15% of Tasks I to IV												\$56,640
Total												\$495,990



Legend

Sewer Mains - SSRPPII - Project 1, 31, 47 & 48

Sewer Mains - Acacia & Taft Sewer Replacement Project

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Exhibit A:

Acacia & Taft Sewer Replacement Project (CP No. 1387000)

Sewer System Rehabilitation Plan Phase II, Project 1, 31, 47 & 48 (CP No. 1363000)

CONSULTANT AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2021, by the GARDEN GROVE SANITARY DISTRICT, a California special district ("DISTRICT"), and _____, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Board authorization dated _____
2. DISTRICT desires to utilize the services of CONSULTANT to provide _____
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this Agreement until the services are completed, compensation reaches the not to exceed amount, or sooner terminated per Section 3.5
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto as Exhibit _____ and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted 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.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** Compensation under this Agreement shall be per fee schedule included in the Proposal.
 - 3.2 **Not to Exceed.** Compensation under this Agreement shall not exceed \$_____.
 - 3.3 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by DISTRICT will be required.

- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to DISTRICT.
- 3.5 Termination. DISTRICT and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty-(30) days written notice of termination to the other party. If DISTRICT terminates the project, then the provisions of paragraph 3 shall apply to that portion of the work completed.

4. **Insurance Requirements**

- 4.1 Commencement of Work CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. All insurance required by this Agreement shall require the carrier or agent to notify the DISTRICT of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the DISTRICT, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- a) Commercial general liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT;
 - b) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.
 - c) Professional liability in the amount of \$1,000,000 per occurrence; 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. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in

the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the 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.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to DISTRICT, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

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.

5. **Non-Liability of Officials and Employees of the DISTRICT.** No official or employee of DISTRICT shall be personally liable to CONSULTANT in the event of any default or breach by DISTRICT, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent contractor(s) and not agent(s) or employee(s) of DISTRICT, and that no relationship of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that

accrue to, or are payable to, DISTRICT employees, and CONSULTANT shall so inform each employee organization and each employee who is hired or retained under this Agreement. DISTRICT is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold DISTRICT harmless from any and all claims or liabilities that DISTRICT may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that DISTRICT is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.

8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement, if any, to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The DISTRICT makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by DISTRICT, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of DISTRICT. CONSULTANT shall provide DISTRICT with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

(b) Address of DISTRICT is as follows (with a copy to):

Engineering:	General Counsel
Garden Grove Sanitary Dist.	Garden Grove Sanitary District
P.O. Box 3070	P.O. Box 3070
Garden Grove, CA 92840	Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by DISTRICT, it shall immediately inform DISTRICT of this and shall not proceed, except at CONSULTANT's risk, until written instructions are received from DISTRICT.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the DISTRICT. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of DISTRICT. If CONSULTANT is permitted to subcontract any part of this Agreement, 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 relationship 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.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless DISTRICT and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless DISTRICT, is due to the negligence, recklessness and/or wrongful conduct of DISTRICT, or any of its elective or appointive boards, officers, agents, or employees.
- This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.
20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by DISTRICT and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the DISTRICT and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"DISTRICT"
GARDEN GROVE SANITARY DIST.**

Dated: _____, 2021

By: _____

General Manager

ATTEST

"CONSULTANT"

Secretary

By: _____

Title: _____

Dated: _____, 2021

Dated: _____, 2021

APPROVED AS TO FORM:

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

General Counsel

Dated: _____, 2021