

Garden Grove Sanitary District

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal From: William E. Murray  
Dept: General Manager Dept: Public Works  
Subject: AWARD OF CONTRACT TO TETRA TECH, INC. FOR ENGINEERING SERVICES FOR PRIORITY SEWER IMPROVEMENTS PROJECT NOS. 52 AND 53 Date: May 27, 2014

OBJECTIVE

To request that the Garden Grove Sanitary District (District) Board approve an agreement for professional engineering services for the Priority Sewer Improvements Project Nos. 52 and 53 to Tetra Tech, Inc. in the amount of \$128,000.

BACKGROUND

Priority Sewer Improvements Project Nos. 52 and 53 were approved and budgeted for next fiscal year as a part of the Sewer System Capacity Assurance Plan. These projects will relieve capacity deficiencies of the existing sewers within Lampson Avenue and Nutwood Street as shown on the attached location maps. These improvements will allow new development and redevelopment in the area. The projects will be designed and constructed in the next FY 2014/15.

DISCUSSION

Staff requested a proposal from four (4) firms to provide professional engineering services. Three staff members rated the submitted proposals on the basis of qualifications. Based on evaluation results, Tetra Tech, Inc. rated highest in qualifications and its ability to provide professional engineering services for this project. The following is a summary of the ratings with the highest total being the most qualified:

	<b>Tetra Tech, Inc.</b> City of Industry, CA	<b>Harris &amp; Associates</b> Irvine, CA	<b>Hunsaker &amp; Associates, Inc.</b> Irvine, CA	<b>Civiltec Engineering</b> Monrovia, CA
<i>Rater A</i>	165	162	158.5	163
<i>Rater B</i>	153.5	156	152	144.5
<i>Rater C</i>	156.5	151.5	155.5	147.5
<b>Totals</b>	<b>475</b>	<b>469.5</b>	<b>466</b>	<b>455</b>

AWARD OF CONTRACT TO TETRA TECH FOR ENGINEERING SERVICES FOR  
PRIORITY SEWER IMPROVEMENTS PROJECT NOS. 52 AND 53

May 27, 2014

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Upon selection of the most qualified firm, District staff interviewed Tetra Tech, Inc. and negotiated an agreement for its services.

FINANCIAL IMPACT

The engineering services will be financed with Sewer Funds in the amount of \$128,000.

RECOMMENDATION

It is recommended that the District Board:

- Award the contract to Tetra Tech, Inc., in the amount of \$128,000, to provide professional engineering services for the Priority Sewer Improvements Project Nos. 52 and 53; and
- Authorize the General Manager to execute the agreement and make minor modifications as appropriate on behalf of the District.



WILLIAM E. MURRAY, P.E.  
Public Works Director



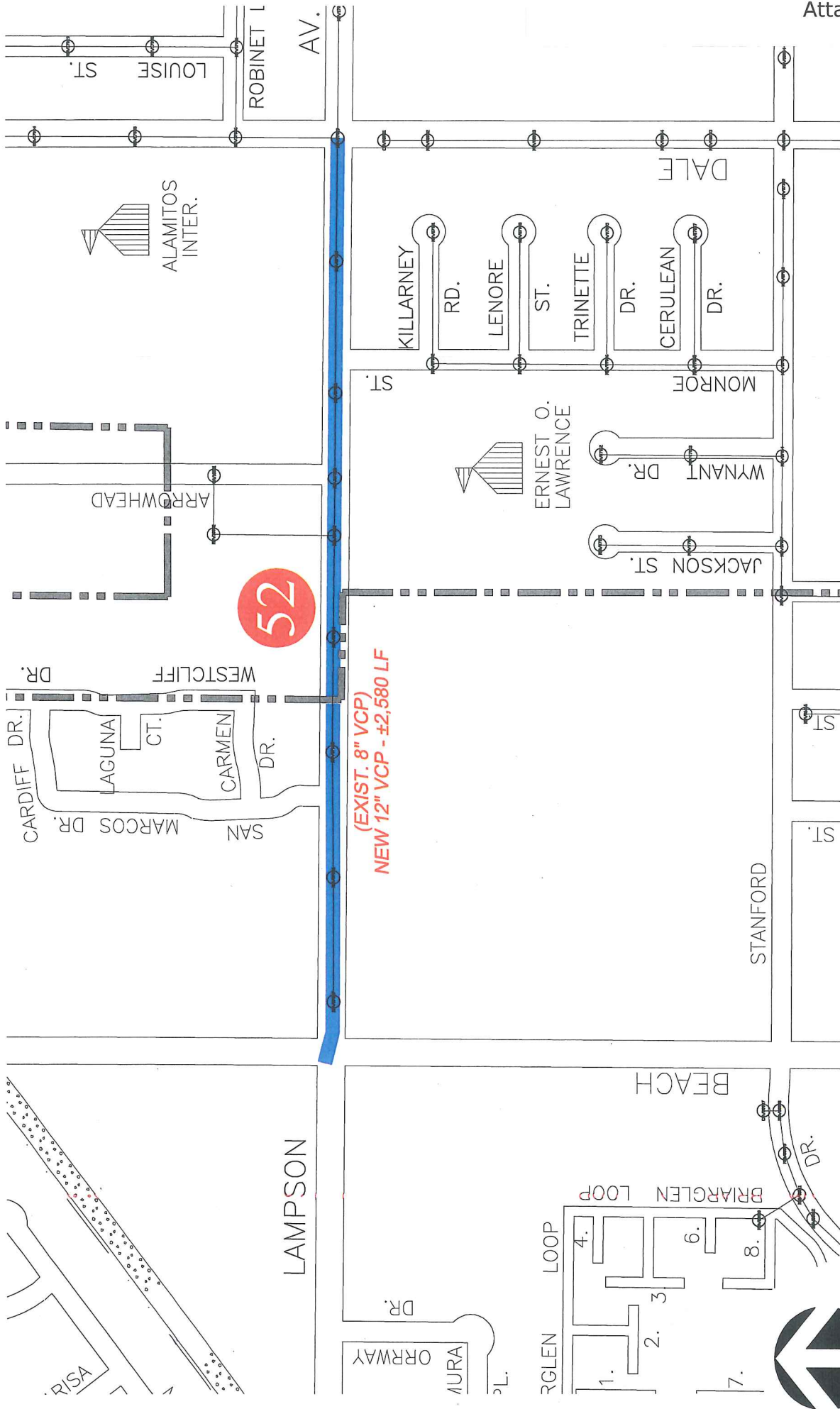
By: Myung Chun, P.E.  
Associate Engineer

Attachments: 1) Location Map A  
2) Location Map B  
3) Professional Services Agreement

**Recommended for Approval**



Matthew Fertal  
General Manager



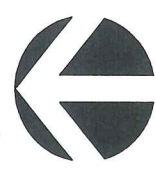
**PROJECT LOCATION MAP**

CHECKED BY: S.K.  
 PREPARED BY: M.C.  
 DRAWN BY: M.C.  
 SCALE: N.T.S.

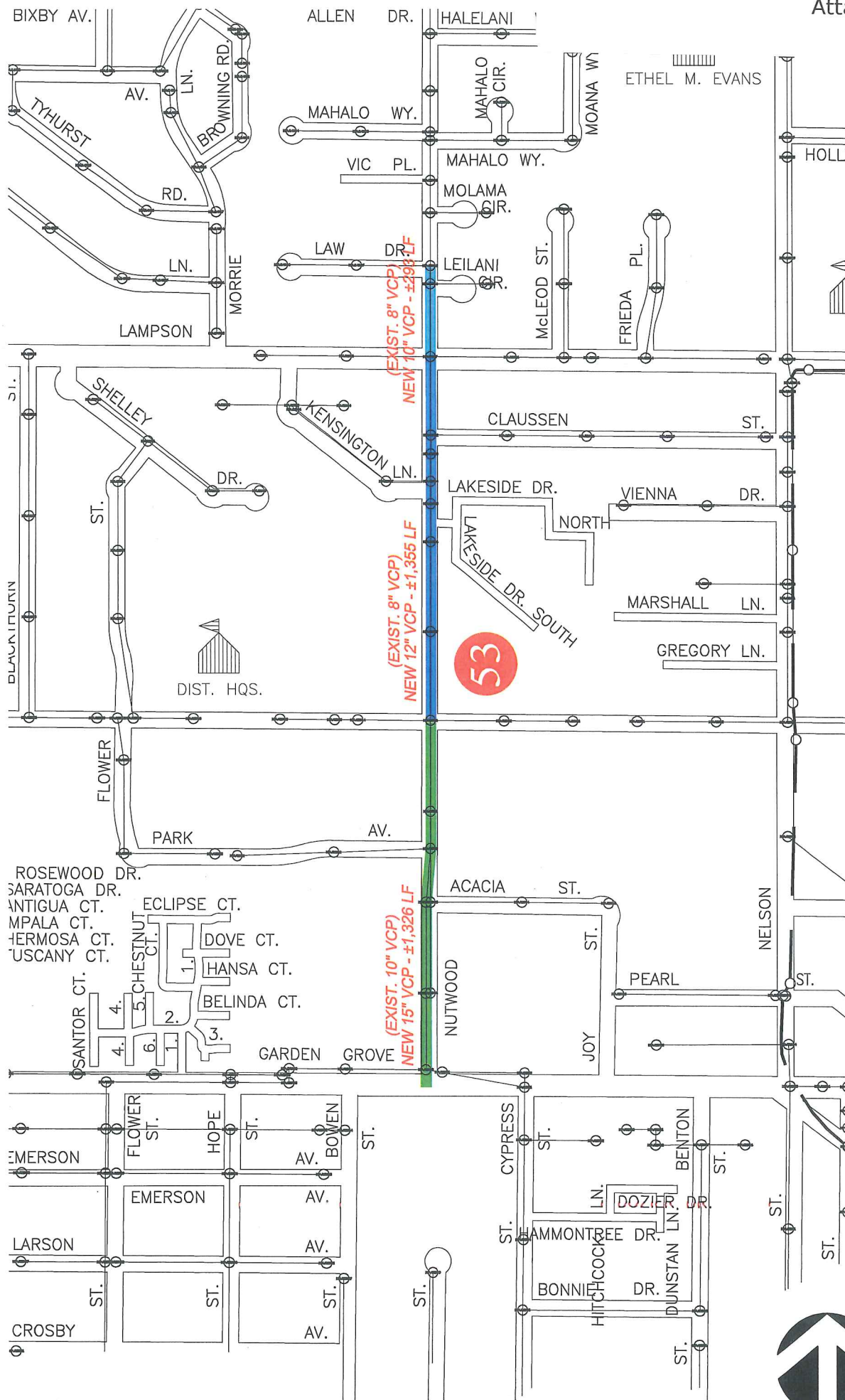
**LOCATION MAP A**  
**LAMPSON AVENUE SEWER IMPROVEMENT**  
**(PROJECT #52)**



**City of Garden Grove**  
**Department Of Public Works**







PROJECT LOCATION MAP

CHECKED BY: S.K.	PREPARED BY: M.C.	DRAWN BY: M.C.	SCALE: N.T.S.
LOCATION MAP B NUTWOOD STREET SEWER IMPROVEMENT (PROJECT #53)			



City Of Garden Grove  
 Department Of Public Works





## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 27<sup>th</sup> day of May, 2014, by and between the GARDEN GROVE SANITARY DISTRICT, a California Special District, hereinafter referred to as "District," and Tetra Tech, Inc., a Delaware Corporation, hereinafter referred to as "Consultant." District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

### **RECITALS**

WHEREAS, District has determined that there is a need for Utility Research, Design Survey, Potholing, Permitting and Engineering Services for the construction of Priority Sewer Improvements Project Nos. 52 and 53 (the "Project");

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

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

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

### **AGREEMENT**

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

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

## II. TERM

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

## III. FEES

### A. Accounting Records

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

### B. Total Payment

The Parties agree that Consultant shall bill for the Services provided by Consultant to District on an hourly basis and in accordance with the charges and fee schedule attached as Exhibit "A", except as otherwise set forth herein, provided compensation under this Agreement shall not exceed \$ 128,000.

### C. Monthly Payment

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

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

#### **IV. TERMINATION**

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

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

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

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

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

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



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

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

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

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

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

## **VIII. ASSIGNMENTS AND SUBCONTRACTING**

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

## **IX. SUCCESSORS IN INTEREST**

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

## **X. THIRD PARTY BENEFICIARY**

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

## **XI. INSURANCE**

### **A. Insurance Required**

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

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

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

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

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

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

2. Workers' Compensation

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

**B. Minimum Limits of Insurance**

Consultant shall maintain limits not less than:

1. General Liability:

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

2. Automobile Liability:

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



3. Employer Liability:

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

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

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

**D. Other Insurance Provisions**

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

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

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

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

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

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

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

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

**E. Verification of Coverage**

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

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

**XII. INDEMNITY**

**A. Indemnification**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**XVII. ATTORNEYS' FEES**

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

**XVIII. WAIVER**

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

**XIX. NOTICES**

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

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

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

To Consultant: Tetra Tech, Inc.  
17885 Von Karman Avenue, Suite 500  
Irvine, CA 92614  
Attention: Tom Epperson, P.E.

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

**XX. ENTIRE AGREEMENT**

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

**XXI. FORCE MAJEURE**

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

**XXII. TIME IS OF THE ESSENCE**

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

**XXIII. SEVERABILITY**

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

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

**XXIV. PROHIBITED INTERESTS**

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

**XXV. SCOPE CHANGES**

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

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

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

**XXVII. AGREEMENT EXECUTION AUTHORIZATION**

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

**XXVIII. RECITALS**

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

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

"DISTRICT"  
GARDEN GROVE SANITARY DISTRICT

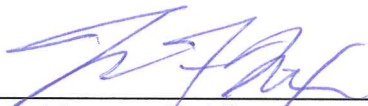
By: \_\_\_\_\_  
Matthew J. Feral  
General Manager

ATTEST:

By: \_\_\_\_\_  
Kathy Bailor  
District Secretary

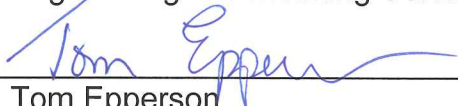
APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By:  \_\_\_\_\_  
Thomas F. Nixon  
Garden Grove Sanitary District  
General Counsel

"CONSULTANT"

By:  \_\_\_\_\_  
Steve Tedesco  
Senior Vice President  
Engineering & Consulting Services

By:  \_\_\_\_\_  
Tom Epperson  
Vice President  
Engineering & Consulting Services

**EXHIBIT A**

**SCOPE OF SERVICES / FEE SCHEDULE**



## Sewer Improvements

PRIORITY PROJECT NOS. 52 AND 53



### PROJECT APPROACH

Our strategic approach to the project will be to provide the District with an experienced, knowledgeable, and enthusiastic staff dedicated to providing the level of service the District requires. Our strength resides in the qualifications of our team members and our familiarity with similar sewer improvement projects. Within the last year, we have successfully completed several sewer improvement projects that we have worked on that mirror the same scope of work required to complete Projects 52 and 53. These similar assignments yield an available staff with the experience necessary to complete the District's projects on time and within budget.

#### Pipe Sizing (Flow and Hydraulics)

Tetra Tech will utilize the District's flow information to calculate the depth of flow, slope and velocities of the proposed sewer mains to determine the appropriate pipe size. The sewer pipeline design will conform to the latest edition of the Garden Grove Sanitary District Standard Plans (GGSDSP), The City of Garden Grove Public Works Department Standard Plans (GGPWSP), Standard Specifications for Public Works Construction (GREENBOOK), and Garden Grove Sanitary District's Sewer System Management Plan.

The basis of design will be in accordance with the District's sewer criteria of  $d/D$  less than 0.5 for pipes 15-inches and smaller and  $d/D$  less than 0.62 for pipes greater than 18-inches for peak dry weather flow. The velocities for the sewers will be designed to provide a velocity of not less than 2 feet per second when flowing at the estimated average dry weather flow as calculated using Manning's formula with an  $n$ -value of 0.013.

#### Alignment Alternatives

The proposed pipeline alternative alignments will be evaluated relative to the following items: available utility corridor; constructability; short term traffic impacts; community impacts; safe ingress/egress to manholes for future inspection and maintenance; City of Garden Grove/City of Stanton traffic/pavement replacement requirements and estimated capital cost. Adequate horizontal and vertical clearances will be maintained in accordance with the State of California Department of Public Health Services "Criteria for the Separation of Water Mains and Sanitary Sewers," summarized on GGPWSP B-760, B-761, B-762, and B-763. The sewer pipeline will be installed with a minimum depth of cover of 7-feet unless the design dictates otherwise.

#### RECENT SEWER IMPROVEMENT PROJECTS

##### City of Santa Ana

Westminster Avenue Sewer  
Improvements

##### Long Beach Water Department

Orange Avenue/Del Amo  
Boulevard/Walnut Avenue Sewer  
Upgrade Project

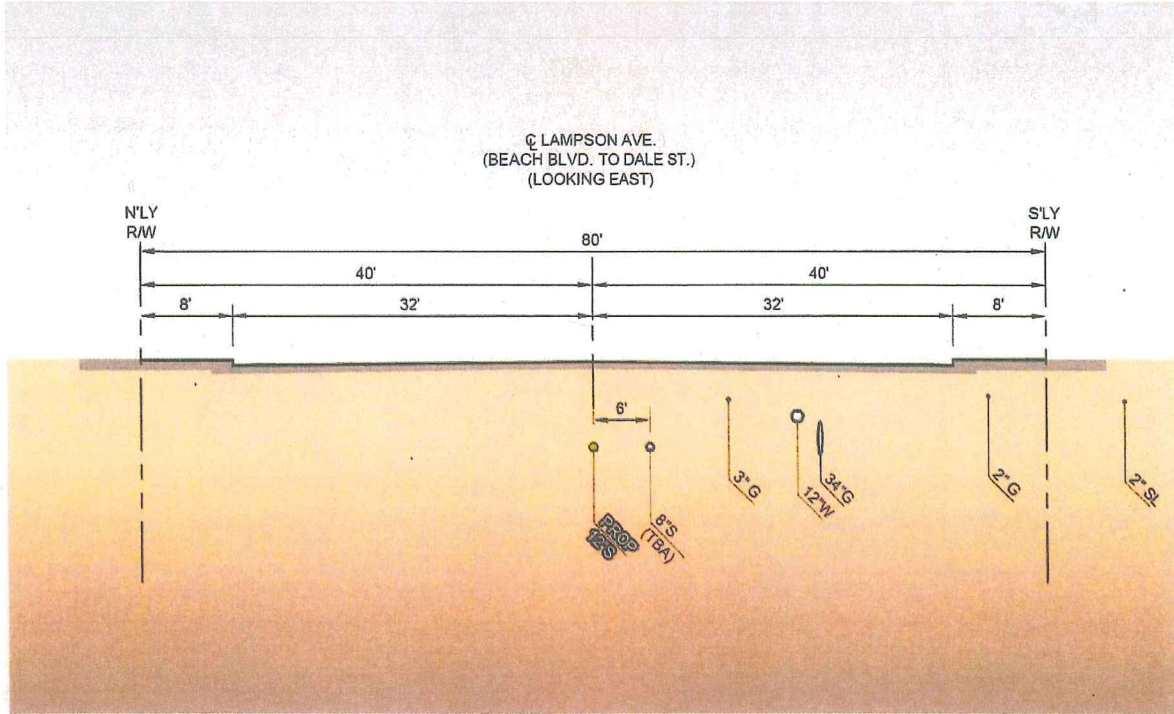
15<sup>th</sup> Street and Orange Avenue  
Sanitary Sewer Replacement  
Project

Sunrise Boulevard Sewer  
Replacement Project

47<sup>th</sup> Street Sewer Replacement  
Project



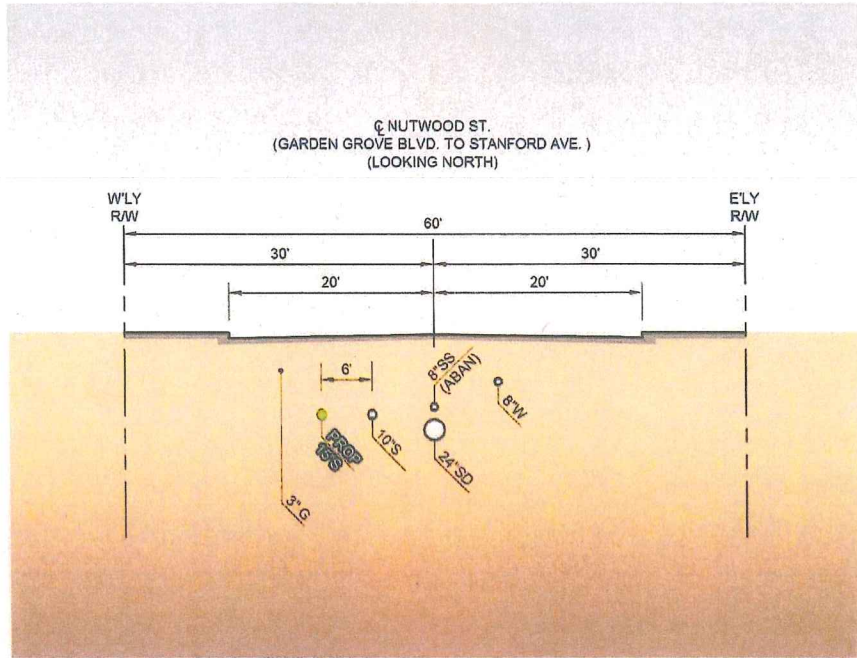
Based on our preliminary utility research, we have identified a feasible alignment within the street as shown in the cross sections below.



### Lampson Avenue (Beach Boulevard to Dale Street)

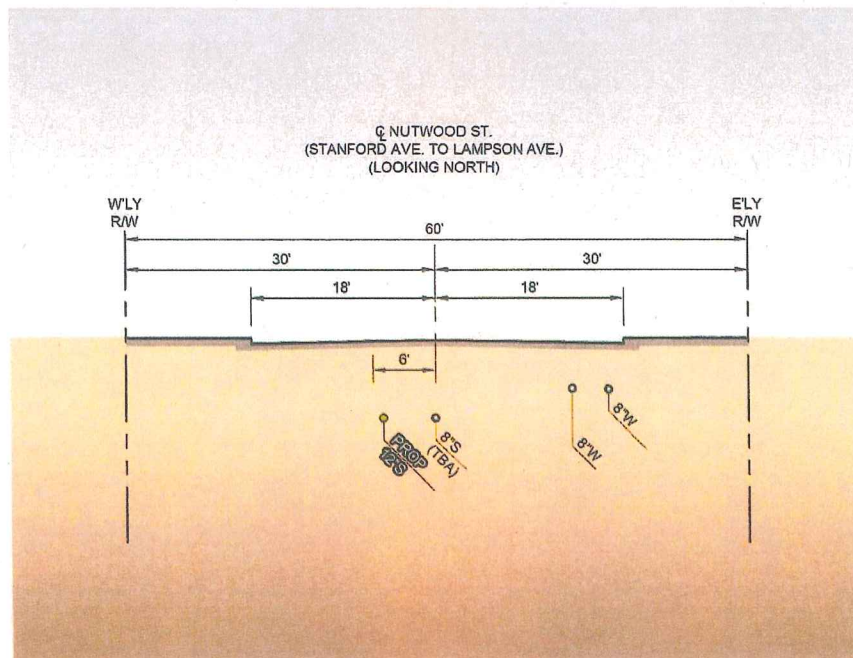
The available utility corridor is along 6 feet north of the existing sewer main to be abandoned.





### Nutwood Street (Garden Grove Boulevard to Standford Avenue)

The available utility corridor is along 6 feet west of the existing sewer main to be abandoned.



### Nutwood Street (Standford Avenue to Lampson Avenue)

The available utility corridor is along 6 feet west of the existing sewer main to be abandoned.





## Construction Alternatives

We have evaluated the District's recommendation to increase the hydraulic capacity of Project 52 and Project 53. We have considered two viable open cut construction alternatives to address the improvement of the existing sewer system. From a preliminary standpoint, we recommend constructing a parallel sewer to increase the hydraulic capacity of the proposed sewer main.

OPEN CUT CONSTRUCTION	
Parallel Pipe	Replace In Place
<p>This alternative will minimize issues with existing flows, but it adds a risk of encountering utility conflicts.</p> <p>The pipe can be upsized while maintaining flow with the reduced risk of spillage.</p> <p>One southbound lane will be temporarily closed and the lane will be opened up at the end of each work day. <b>* Recommended Alternative *</b></p>	<p>Construction will start at the downstream manhole, pipe will match inverts and the laterals will be reinstalled along the alignment.</p> <p>This alternative would require 24-7 bypass pumping for the entire reach of the project and would require that a lane be shut down for the entire length of the project.</p> <p>This alternative <b>adds risk of spillage</b> due to the constant bypass pumping operation.</p>

## Coordination with Southern California Gas (SCG) Company

During our site investigation we noticed that there is an existing 34-inch steel high pressure gas line located 15-feet south of the existing 8-inch sewer main. During the design phase, we will coordinate with SCG to obtain any of SCG's requirements and conditions when working in close proximity to a high pressure transmission gas main.

## Flow Diversion

A key element of the contract documents is determining and specifying the method to divert or bypass sewer flows. Tetra Tech will develop and identify viable methods to provide a work environment to maintain sewer flows in a safe, cost-effective and efficient manner. The expected peak flow rates and time of occurrence will be identified in the project specifications. This will allow the contractor to correctly provide the properly sized facilities to accommodate the sewer flows.

## Permitting Requirements

Procuring permits with multiple jurisdictional agencies is an endeavor that requires proactive communication and patience. We have called all the permitting agencies within the project site and have inquired about their requirements and permitting process to give the District foreknowledge of the process necessary to procure the permits. Meeting with each of these agencies, completing research and determining design criteria are key tasks that we would complete to procure permits to avoid any delays to the overall project schedule.



# Sewer Improvements



Permitting Agency	General Requirements/Submittal Requirements
<b>City of Garden Grove</b> 11222 Acacia Parkway Garden Grove, Ca 92840 (714) 741-5000	General Requirements <input type="checkbox"/> General working hours 9:00 a.m. to 3:00 p.m. Submittal Requirements <input type="checkbox"/> Contractor's Insurance <input type="checkbox"/> No Fee Permit – waived for Public Agency
<b>City of Stanton</b> 7800 Katella Avenue Stanton, Ca 90680 Long Beach, CA 90802 (714) 379-9222	General Requirements <input type="checkbox"/> Approval process is approximately three weeks Submittal Requirements <input type="checkbox"/> Encroachment Permit <input type="checkbox"/> Two (2) sets of signed construction plans which include traffic control plans <input type="checkbox"/> No fee required – waived for Public Agency
<b>County of Orange</b> 333 W. Santa Ana Boulevard Santa Ana, Ca 92701 (855) 886-5400	General Requirements <input type="checkbox"/> Approval process is approximately three weeks Submittal Requirements <input type="checkbox"/> Three (3) sets of signed construction plans <input type="checkbox"/> No fee required – waived for Public Agency
<b>Caltrans</b> 3347 Michelson Drive, Suite 100 Irvine, Ca 92612 (949) 724-2000	<i>Caltrans Submittal Requirements</i> <input type="checkbox"/> Encroachment Permit Application <input type="checkbox"/> Six (6) sets of signed construction plans <input type="checkbox"/> Six (6) sets of Traffic Control Plans <input type="checkbox"/> Six (6) sets of shoring plans signed by a California registered engineer (excavation greater than 5 feet) <input type="checkbox"/> Plan checking Fee (Waived for local agencies)
<b>Department of Public Health</b> 605 W. Santa Ana Boulevard Santa Ana, CA 92701	General Requirements <input type="checkbox"/> Meet DPH separation requirements Submittal Requirements <input type="checkbox"/> Letter depicting scope of work <input type="checkbox"/> Two (2) sets of preliminary construction plans

## Traffic Control Concepts

The proposed sewer main is located within one highly traveled secondary arterial street (Lampson Avenue) and one local street (Nutwood Street). Traffic control will be a major concern on Lampson Avenue and at the major intersections that cross Nutwood Street (Garden Grove Boulevard and Lampson Avenue). Tetra Tech will select an alignment that will consider the potential short term impacts created to the neighboring residents and businesses in terms of access, noise, and safety.

Per the RFP, the Contractor will be required to submit Traffic Control Plans to the City of Garden Grove Traffic Department and the City of Stanton for review and approval.





## SCOPE OF WORK

Per the District's RFP, the fee for this task will be distributed amongst the other tasks.

### Task I. Project Management, Meetings, and Coordination

- A. At the commencement of the project, Tetra Tech will hold a project kick-off meeting with the District staff to discuss the scope and parameters of the project as well as the District's experience with the existing sewer facilities. Specific goals to be accomplished will be identified and an effective strategy to accomplish the project goals will be developed during this meeting. A memorandum will be prepared to document the established project goals and the project execution strategy. This memorandum will serve as the basis for subsequent action, in accordance with the Scope of Work. Tetra Tech will provide a schedule (Refer to page 24) that sets forth the significant milestones and deliverables for the members to ensure compliance with the established project execution strategy and project goals. Presentation and review of the schedule will be done at the kickoff meeting. Tetra Tech shall forward an updated schedule to the District monthly. After the scope of work has been confirmed, Tetra Tech will complete subconsultant agreements to receive surveying, geotechnical and potholing services.
- B. Tetra Tech and the District shall meet four (4) times after the kickoff meeting (60% submittal, 90% Submittal, 99% Submittal, 100% Submittal) during the design phase of the project. Tetra Tech shall record the minutes of all meetings and shall submit a copy of the minutes to the District within five (5) working days after each meeting. We have assumed two (2) hours for each meeting.
- C. Tetra Tech will conduct project management activities to ensure adherence to schedule and budget, frequent communication between Tetra Tech, the District and others as required, and implement an effective quality assurance/quality control (QA/QC) program.
- D. Tetra Tech will address methods of construction, service lateral location, and any constraints or problems envisioned.

### Task II. Preliminary Investigation and Design Survey

#### 2.1 Data Gathering and Utility Investigation

- A. Tetra Tech will obtain the following data from cities of Garden Grove and Stanton: survey records, water, street improvement, sewer and storm drain plans.
- B. Tetra Tech will perform utility research. This will include preparation of the USA letter requesting utility information and obtaining the available information from the various utilities within the project area.

#### 2.2 Survey and Right-of-Way

- A. Provide survey control using City GPS points using NAD 83 and NAVD 88.
- B. Provide field survey profile over the proposed pipeline at 50-foot intervals.
- C. Coast Survey will field locate and dip existing sewer manholes and storm drain manholes along the proposed alignment. Pictures of the inside of the manholes shall be provided with the orientation of rim in relation to the manhole base saved on a 16-GB Micro SD card. Based on our preliminary investigation of the sewer and storm drain facilities within the project area, we have assumed twenty (20) manholes will be dipped.
- D. Tetra Tech will prepare a base map using the above survey information, street improvement plans, and right-of-way maps supplemented with Google aerial map. Tetra Tech will plot utilities on the base maps based on information obtained from the utility information as well as from USA markings in the field. Tetra Tech will perform a field walk to verify the base map of each segment.





### 2.3 Geotechnical Investigation

- A. Leighton Consulting, Inc. will perform the geotechnical investigation. The geotechnical exploration will provide the design team and Contractor with the expected subsurface and groundwater conditions at the project site that will assist in design and construction of the proposed improvements.
- B. Leighton will obtain a no fee permit from the City of Garden Grove; utilize watch manual standards to implement traffic control measures; drill hollow-stem auger borings to a depth of 15 feet below the existing surface, backfill with native material, and use cold patch to cap the bore hole locations. Traffic control will be provided, as necessary. Two (2) soil laboratory tests will be included in this task.
- C. Leighton will complete laboratory testing and perform geotechnical analysis of the collected data.
- D. Leighton will prepare a geotechnical report presenting the findings and recommendations, including groundwater conditions, ease of excavation, temporary shoring design, and pipe bedding recommendations. Leighton will provide the District with one (1) PDF copy in a 16-GB Micro SD card and three (3) hard copies of the soils report.

### 2.4 Potholing

- A. Verify location of utilities based on USA information obtained and job walk.
- B. Review USA markings completed by geotechnical investigation.
- C. Identify critical utilities which are recommended to be potholed.
- D. Tetra Tech will prepare a memorandum summarizing the pothole recommendations for the District's review and approval.
- E. C-Below will obtain a no fee permit from the City of Garden Grove; utilize watch manual standards to implement traffic control measures, use 6-inch diameter vacuum method to determine the top of the utility, backfill with native material, and use cold patch to cap the pothole locations. Traffic control plans will be provided, as necessary. All phone, gas, electric, and storm drain (30 potholes) will be included in this task.

### 2.5 Permit Coordination

- A. Tetra Tech will meet with City of Garden Grove to discuss: permit requirements, working hours, construction access, trench backfill requirements, pavement removal and replacement, and any future projects. Tetra Tech will prepare meeting minutes and distribute to all attendees.
- B. Tetra Tech will meet with City of Stanton to discuss: permit requirements, working hours, construction access, trench backfill requirements, pavement removal and replacement, and future projects. Tetra Tech will prepare meeting minutes and distribute to all attendees.
- C. Tetra Tech will meet with Caltrans to discuss encroachment permit submittal.
- D. Tetra Tech will meet with County of Orange to discuss encroachment permit submittal.
- E. Tetra Tech will coordinate with Southern California Gas Company to discuss construction near high pressure gas lines.

### Task III. Preliminary Engineering (Up to 25 % Completion with Report)

Tetra Tech will prepare a Preliminary Design Report (PDR) at the 25% milestone, that includes a preliminary plan view of proposed sewer alignment, permit requirements, preliminary schedule and costs, and recommendations of construction requirements and sequence. We understand that the Preliminary Design Report may require revisions and we will finalize the PDR after we receive the District's review comments.





As a minimum the preliminary design report will address the following subjects:

- 1) Alignment of proposed sewer
- 2) Evaluation of the impact to adjacent businesses, residences and traffic
- 2) Manhole locations and connection to existing manholes
- 3) Maintaining existing service connections
- 4) Hydraulics based on slopes
- 5) Method of construction, especially at the major street crossings
- 6) Traffic control concepts
- 7) Construction schedule and phasing and construction cost estimate
- 8) Conflicts with other utilities
- 9) Potholing recommendations
- 10) Abandonment of existing sewers (if select parallel alignment)
- 11) Areas where construction work is limited or controlled
- 12) Permit requirements

## **Task IV. Final Engineering**

### **4.1 Construction Plans**

A. Tetra Tech will prepare one bid package of detailed drawings and specifications for competitive biddings for the proposed construction work at 60%, 90%, 99%, and 100% milestones of the design. We will prepare documents, which will include, but not be limited to the following drawings:

- 1) Title Sheet
- 2) Second Sheet (including general notes and construction notes, location and vicinity maps, symbols and abbreviations, construction legend, utility agency list, basis of bearing and bench mark)
- 3) Plan and Profile Sheets including Hydraulic Data (6 sheets)
- 4) Sewer Abandonment Plan, Sequencing Plan and Typical Lateral Connection Detail (1 sheet)
- 5) Miscellaneous Details (Typical Trench Section, Trench/Pavement Replacement Detail, Sewer Lateral Detail, Manhole Detail, etc.) (1 sheet)
- 6) Connection Details (2 sheets)

### **4.2 Specifications**

- A. Tetra Tech will prepare construction specifications to be included within District's standard contract documents.
- B. Tetra Tech will prepare a construction cost estimate of the proposed work covered by the final specifications and drawings for the proposed contract.

### **4.3 Permit Procurement**

- A. Tetra Tech will submit all necessary applications and plans necessary to procure the encroachment permits with the following agencies: City of Garden Grove, City of Stanton, County of Orange, and Caltrans. All permit fees will be waived for the District.



#### 4.4 Bidding Services

- A. Tetra Tech will coordinate bid issuance date and the time and place with District.
- B. Tetra Tech will interpret the contract documents through Request for Information/Request for Clarification.
- C. Tetra Tech will prepare and issue addenda or interpretation to the bid documents as required.
- D. Tetra Tech will assist the District during the bid opening. We will answer all questions as appropriate during the bid opening, make preliminary tabulation of bids, and review questionnaires and bids for completeness.

#### 4.5 Project Deliverables

1. Deliver seven (7) sets of the PDR which includes a preliminary plan view of proposed sewer alignment, permit requirements, preliminary schedule and costs, and recommendations of construction requirements and sequence.
2. Deliver seven (7) sets of 60%, 90%, 99% and 100% of progress submittal prints, with approved alignment, specifications and cost estimate to the District for review and comments.
3. Deliver two (2) sets of final signed plans (prints and mylars); two (2) sets of project specifications, one (1) original unbound set and one (1) bound set.
4. Deliver one (1) complete file of AutoCad "DWG" 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 on a 16-GB Micro SD card.
5. Deliver two (2) design notebooks to the District. 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.
6. Deliver three (3) sets of construction plans to the City of Stanton for encroachment permit.
7. Deliver six (6) sets of construction plans to Caltrans for the encroachment permit.
8. Deliver three (3) sets of construction plans to the County of Orange for the encroachment permit.
9. Deliver two (2) sets of construction plans to the Department of Health for their approval if necessary.

#### Assumptions

It is assumed that the following items will be provided by and are the responsibility of the District:

- 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
- Advertising and review of the construction bids and construction award, including required printing
- Construction management and administration, inspection, and materials testing





## PROJECT SCHEDULE AND FEE PROPOSAL

### Timeline Schedules

The Tetra Tech team will work closely with the District immediately upon issuance of a notice to proceed for the project, to reach an agreement on general project definitions, objectives and to finalize the scope and budget as appropriate. The team will develop a detailed schedule that is consistent with the plan for the project. We have provided a preliminary schedule on Sheet 24 which can be adjusted accordingly to fit the needs of the District. We have a long standing commitment with our clients to deliver projects on schedule and within the project budget. However, throughout the course of any given project, there may be occasions where project schedules slip for a variety of reasons outside of our control. We have successfully mitigated project schedule delays in the past by increasing the available staff assigned to a project and by assisting our Clients with thorough and timely reviews of deliverables. We understand that most public projects are often driven by outside measures that may dictate the project schedule. For the reason stated above, we will work with the District to identify a realistic timeline for Projects 52 and 53 to identify potential delays at the beginning of the project and not during the course of it. The Tetra Tech team will always strive to work with the District to bring any foreseeable delays back on schedule.

We have formulated the schedule based on receiving a Notice to Proceed on April 28, 2014.

### Fee Proposal

The Tetra Tech team is committed to delivering a project that meets or exceeds the performance criteria established by the District within the allocated design budget. The effectiveness of our team's cost control capability is best demonstrated through our performance on previous relevant projects. Negotiating collaboratively on scopes of work, carefully preparing cost estimates, and strictly adhering to schedules have been our most effective tools for controlling costs. A complete breakdown of man-hours and fee is provided in a separate envelope as stated in the RFP. We have also included the billing rates as shown in Exhibit A.

Garden Grove Sanitary District  
Sewer Improvements - Priority CIP Projects 52 & 53

ID	Task Name	Duration	Start	Finish	Month	Month	Month	Month	Month	Month
1	Garden Grove Sanitary District Sewer Improvements - Project 52 & 53	131 days	Mon 4/28/14	Mon 10/27/14	April	May	June	July	August	September
2	Notice to Proceed - Kick-Off Meeting	1 day	Mon 4/28/14	Mon 4/28/14	April	May	June	July	August	September
3	Utility Notices & Data Gathering	31 days	Mon 4/28/14	Mon 6/9/14	April	May	June	July	August	September
4	Send out Utility Notices	1 day	Mon 4/28/14	Mon 4/28/14	April	May	June	July	August	September
5	Receive Utility Notice Responses	21 days	Mon 4/28/14	Mon 5/26/14	April	May	June	July	August	September
6	Prepare Basemap	7 days	Fri 5/16/14	Mon 5/26/14	May	June	July	August	September	October
7	Surveying	2 days	Fri 5/16/14	Mon 5/19/14	May	June	July	August	September	October
8	Geotechnical	30 days	Tue 4/29/14	Mon 6/9/14	April	May	June	July	August	September
9	Preliminary Design Report (PDR)	27 days	Fri 5/16/14	Mon 6/23/14	May	June	July	August	September	October
10	Tetra Tech Prepare PDR	12 days	Fri 5/16/14	Mon 6/2/14	May	June	July	August	September	October
11	District Review of PDR	14 days	Tue 6/3/14	Fri 6/20/14	May	June	July	August	September	October
12	Meet with District	1 day	Mon 6/23/14	Mon 6/23/14	June	July	August	September	October	November
13	60% Plan Submittal	25 days	Tue 6/24/14	Mon 7/28/14	June	July	August	September	October	November
14	Tetra Tech Prepare 60% Submittal - Incorporate PDR District Comments	10 days	Tue 6/24/14	Mon 7/7/14	June	July	August	September	October	November
15	District Review of 60% Submittal	14 days	Tue 7/8/14	Fri 7/25/14	June	July	August	September	October	November
16	Meet with District	1 day	Mon 7/28/14	Mon 7/28/14	July	August	September	October	November	December
17	Potholing	4 days	Tue 6/24/14	Fri 6/27/14	June	July	August	September	October	November
18	90% PS&E Submittal	30 days	Tue 7/29/14	Mon 9/8/14	July	August	September	October	November	December
19	Tetra Tech Prepare 90% Submittal - Incorporate 60% District Comments	15 days	Tue 7/29/14	Mon 8/18/14	July	August	September	October	November	December
20	District Review of 90% Submittal	14 days	Tue 8/19/14	Fri 9/5/14	July	August	September	October	November	December
21	Meet with District	1 day	Mon 9/8/14	Mon 9/8/14	August	September	October	November	December	January
22	Tetra Tech Submit to Permitting Agencies - Includes Review Time	50 days	Tue 6/24/14	Mon 9/1/14	June	July	August	September	October	November
23	Tetra Tech Submit to County, Stanton, Caltrans, GG, DPH	50 days	Tue 6/24/14	Mon 9/1/14	June	July	August	September	October	November
24	99% PS&E Submittal	15 days	Tue 9/9/14	Mon 9/29/14	August	September	October	November	December	January
25	Tetra Tech Prepare 99% Submittal - Incorporate 90% District Comments	7 days	Tue 9/9/14	Wed 9/17/14	August	September	October	November	December	January
26	District Review of 90% Submittal	7 days	Thu 9/18/14	Fri 9/26/14	September	October	November	December	January	February
27	Meet with District	1 day	Mon 9/29/14	Mon 9/29/14	September	October	November	December	January	February
28	100% PS&E Submittal	15 days	Tue 9/30/14	Mon 10/20/14	September	October	November	December	January	February
29	Tetra Tech Prepare 100% Submittal - Incorporate 90% City/Permit Comments	7 days	Tue 9/30/14	Wed 10/8/14	September	October	November	December	January	February
30	District Review of 100% Submittal	7 days	Thu 10/9/14	Fri 10/17/14	October	November	December	January	February	March
31	Meet with District	1 day	Mon 10/20/14	Mon 10/20/14	October	November	December	January	February	March
32	Tetra Tech Submit Final Approved Submittal	5 days	Tue 10/21/14	Mon 10/27/14	October	November	December	January	February	March
33	Approved Documents and Electronic Copy to the District	5 days	Tue 10/21/14	Mon 10/27/14	October	November	December	January	February	March

Project: sCHEDULE  
Date: Sun 3/16/14

Task: Inactive Task  
Milestone: Inactive Milestone  
Summary: Inactive Summary

Manual Task: Manual Task  
Duration-only: Duration-only  
Manual Summary Rollup: Manual Summary Rollup

Manual Summary: Manual Summary  
Start-only: Start-only  
Finish-only: Finish-only

Progress: Progress





**TETRA TECH**

March 18, 2014

Mr. Myung Chun  
Associate Engineer  
13802 Newhope Street  
Garden Grove, CA 92843

**Reference: Fee Proposal to Provide Civil Engineering and Surveying Design Services of Garden Grove Sanitary District Sewer Improvements – Priority Project Nos. 52 and 53**

Dear Mr. Chun:

Tetra Tech is pleased to submit our fee proposal to provide Professional Engineering Services for the Sewer Improvements – Priority Project Nos. 52 and 53. The rate schedule attached includes overhead, profit, and expenses. All work will be performed on a time and material basis “not-to-exceed” the contract price and no additional compensation will be received beyond the price negotiated to be performed unless changes are approved in advance by an amendment to our contract signed by the Garden Grove Sanitary District.

Attached is our work plan with a breakdown of labor hours by employee billing classification, together with the cost of non-labor services included in the fee proposal. Also attached are Tetra Tech’s standard billing rates for all classifications of staff likely to be involved in the Project.

We look forward to your positive response. If you need additional information or have any questions, please feel free to contact me directly at (949) 809-5153.

Sincerely,

Tom Epperson, P.E.  
Vice President  
Engineering and Consulting Services

TLE/ECJ/cg  
M:\Marketing\Proposals\WTRS\FY2014\WW\031\_GardenGroveSD-Sewer

Attachments

**Tetra Tech, Inc.**

17885 Von Karman Avenue, Suite 500, Irvine, CA 92614-6213  
Tel 949.809.5000 Fax 949.809.5010 - [www.tetrattech.com](http://www.tetrattech.com)







**EXHIBIT A - SW**

**2013**

**HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE**

**Project Management**

Project Manager 1	\$195.00
Project Manager 2	\$207.00
Sr Project Manager	\$250.00
Program Manager	\$297.00
Principal in Charge	\$310.00

**Construction**

Construction Project Rep 1	\$78.00
Construction Project Rep 2	\$85.00
Sr Constr Project Rep 1	\$100.00
Sr Constr Project Rep 2	\$115.00
Construction Manager 1	\$165.00
Construction Manager 2	\$185.00
Construction Director	\$233.00

**Engineers**

Engineering Technician	\$37.00
Engineer 1	\$96.00
Engineer 2	\$115.00
Engineer 3	\$130.00
Project Engineer 1	\$135.00
Project Engineer 2	\$165.00
Sr Engineer 1	\$170.00
Sr Engineer 2	\$175.00
Sr Engineer 3	\$210.00
Principal Engineer	\$300.00

**General & Administrative**

Project Assistant 1	\$67.00
Project Assistant 2	\$75.00
Project Administrator	\$95.00
Sr Project Administrator	\$110.00
Graphic Artist	\$130.00
Technical Writer 1	\$97.00
Technical Writer 2	\$124.00
Sr Technical Writer	\$155.00

**Planners**

Planner 1	\$104.00
Planner 2	\$115.00
Sr Planner 1	\$125.00
Sr Planner 2	\$151.00
Sr Planner 3	\$175.00

**Information Technology**

Systems Analyst / Programmer 1	\$77.00
Systems Analyst / Programmer 2	\$115.00
Sr Sys Analyst / Programmer 1	\$130.00
Sr Systems Analyst / Programmer 2	\$196.00

**Designers & Technicians**

CAD Technician 1	\$65.00
CAD Technician 2	\$75.00
CAD Technician 3	\$90.00
CAD Designer	\$100.00
Sr CAD Designer 1	\$118.00
Sr CAD Designer 2	\$145.00
CAD Director	\$150.00
Survey Tech 1	\$50.00

**Project Accounting**

Project Analyst 1	\$90.00
Project Analyst 2	\$114.00
Sr Project Analyst	\$155.00

**Reimbursable In-House Costs:**

Photo Copies (B&W 8.5"x11")	\$ 0.15/Each
Photo Copies (B&W 11"x17")	\$ 0.40/Each
Color Copies (up to 8.5"x11")	\$ 2.00/Each
Color Copies (to 11"x17")	\$ 3.00/Each
Compact Discs	\$10/each
Large format copies	\$0.40 S.F.
Computer Usage: not to exceed \$3.55/hour	
Mileage-Company Vehicle	\$0.80/mile
Mileage-POV	\$0.55/mile*

\*current GSA POV mileage rate subject to change

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor will be billed at cost plus 15%.

