

AGENDA

Stephanie Klopfenstein

President

Cindy Tran

Vice President

George S. Brietigam

Member

Phillip Nguyen

Member

Joe DoVinh

Member

Yesenia Muñeton

Member

Ariana Arestegui

Member



Garden Grove Sanitary District
Board of Directors

Tuesday, May 26, 2026

6:30 PM

Community Meeting Center
11300 Stanford Avenue
Garden Grove, California 92840

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the Sanitary District, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: (714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The Sanitary District may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the 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 Sanitary District are requested to complete a pink speaker card indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the Secretary/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 Sanitary District has jurisdiction over. Persons wishing to address the Sanitary District regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the Sanitary District: After being called by the President, you may approach the podium, it is requested that you state your name for the record, and proceed to address the Board. All remarks and questions should be addressed to the Board as a whole and not to individual Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Board shall be called to order by the President. If such conduct continues, the President may order the person barred from addressing the Board any further during that meeting.

Time Limitation: When any group of persons wishes to address the Sanitary District on the same subject matter, the President may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the Board'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 NGUYEN, MEMBER DOVINH, MEMBER MUÑETON, MEMBER ARESTEGUI, VICE PRESIDENT TRAN, PRESIDENT KLOPFENSTEIN

ORAL COMMUNICATIONS (TO BE HELD SIMULTANEOUSLY WITH OTHER LEGISLATIVE BODIES)

CONSENT ITEMS (TO BE ACTED ON SIMULTANEOUSLY WITH ONE MOTION UNLESS SEPARATE DISCUSSION AND/OR ACTION IS REQUESTED BY A MEMBER)

1. Receive and file the Sanitary District minutes from the meetings held on April 14, 2026 and April 28, 2026. (Action Item)

[Item 206/2026]

ITEMS FOR CONSIDERATION

2. Adoption of Resolutions amending the Garden Grove Sanitary District Fiscal Year 2026-27 Budget. (Action Item)

[Item 207/2026]

3. Award contracts to Dudek, Accenture Infrastructure and Capital Project, LLC, and West Yost & Associates Inc. for on-call construction management and inspection services for various water and sewer capital improvement projects. (Not to Exceed \$500,000 per contract)(Joint Action Item with the City Council)

[Item 194/2026]

MATTERS FROM THE PRESIDENT, BOARD MEMBERS AND GENERAL MANAGER

ADJOURNMENT

The next Regular Meeting is scheduled for Tuesday, June 23, 2026, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, 92840.

Garden Grove Sanitary District
INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim
Dept: General Manager

From: Lizabeth Vasquez
Dept: City Clerk
Date: 5/26/2026

Subject: Receive and file the minutes from the meeting held April 14, 2026 and April 28, 2026. (Action Item)

OBJECTIVE

For the Sanitary District to receive and file minutes from the meetings held on April 14, 2026 and April 28, 2026.

BACKGROUND/DISCUSSION

Attached are the minutes from the meetings held on April 14, 2026 and April 28, 2026, recommended to be received and filed as submitted or amended.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

It is recommended that the Sanitary District:

- Receive and file minutes from the Special meeting held on April 14, 2026 and Regular meeting held on April 28, 2026.

ATTACHMENT(S)

1. Minutes - Sanitary District 4/14/26 and 4/28/26

Ayes: (7) Brietigam, Nguyen, DoVinh, Muñeton,
Arestegui, Tran, Klopfenstein
Noes: (0) None

APPROVAL OF AN AGREEMENT WITH THE COUNTY OF ORANGE FOR MUNICIPAL SOLID WASTE DISPOSAL AND A REVISION TO THE 2022 AMENDED AND RESTATED AGREEMENT WITH REPUBLIC SERVICES (JOINT ACTION ITEM WITH THE CITY COUNCIL)(F: S-55.35)(XR: S-55.1)

Following staff's report, Member DoVinh inquired about bins for food waste and whether rates for these services were affected through this agreement.

Mark Ladney, Program Specialist, explained that food waste is covered in Republic Services' mixed waste organics program, and through their food waste only organics program for restaurants. However, since organic waste does not go to the landfill, these are not subject to the WISE agreement rates.

Mayor Pro Tem Brietigam inquired about the impact to residential rate payers.

Staff stated that an increase in residential rates of approximately \$2.80 for Fiscal Year 2026-27 is expected and an 84 cent per month rate increase for the following two years is the projected.

Council Member Nguyen asked about impacts to commercial properties.

Staff stated that this agreement affects rates for all residential, multi-family, and commercial properties in Garden Grove.

City Manager Lisa Kim shared that the negotiating team, a subcommittee of the Orange County City Managers Association, negotiated the final agreement presented for consideration. She noted that the County's original goal was to increase the gate fee to \$83 due to increasing operational costs and capacity, however they were able to negotiate a phase in of incremental fees, and with no alternative for disposal of the City's waste, staff is recommending approval of the agreement.

SANITARY DISTRICT ACTION

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

The 10-year WISE Agreement with the County of Orange for municipal solid waste disposal rates and services through June 30, 2036, be approved; and

The General Manager, or designee, be authorized to execute the WISE Agreement and the Franchise Hauler Agreement on behalf of the Sanitary District, and make minor modifications as necessary.

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

Ayes: (7) Brietigam, Nguyen, DoVinh, Muñeton,
Arestegui, Tran, Klopfenstein

Noes: (0) None

CITY COUNCIL ACTION

It was moved by Mayor Pro Tem Brietigam, seconded by Council Member Arestegui that:

The 10-year WISE Agreement with the County of Orange for municipal solid waste disposal rates and services through June 30, 2036, be approved; and

The General Manager, or designee, be authorized to execute the WISE Agreement and the Franchise Hauler Agreement on behalf of the Sanitary District, and make minor modifications as necessary.

The General Manager/City Manager be authorized to update Exhibit D of the 2022 Amended and Restated Agreement with Republic Services.

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

Ayes: (7) Brietigam, Nguyen, DoVinh, Muñeton,
Arestegui, Tran, Klopfenstein

Noes: (0) None

ADJOURNMENT

At 8:04 p.m., President Klopfenstein adjourned the meeting. The next Regular Sanitary District Meeting is scheduled for Tuesday, April 28, 2026, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizabeth Vasquez
Secretary

Noes: (0) None

RECEIVE AND FILE THE MINUTES FROM THE MEETING HELD ON FEBRUARY 24, 2026 (F: VAULT)

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

The minutes from the meeting held on February 24, 2026, be received and filed.

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

Ayes: (7) Brietigam, Nguyen, DoVinh, Muñeton,
Arestegui, Tran, Klopfenstein
Noes: (0) None

AWARD A CONTRACT TO ENVIRONMENTAL CONSTRUCTION, INC., FOR CONSTRUCTION OF PROJECT NO. CP1415000 – LANDFILL GAS TREATMENT SYSTEM ENHANCEMENT (F: S-55 ENVIRONMENTAL CONSTRUCTION, INC.)

Following staff's report, it was moved by Member Brietigam, seconded by Member Arestegui that:

A contract in the amount of \$811,897 be awarded to Environmental Construction Inc., for the construction of Project No. CP1415000 – Landfill Gas Treatment System Enhancement; and

The General Manager, or designee, be authorized to execute the agreement on behalf of the Sanitary District.

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

Ayes: (7) Brietigam, Nguyen, DoVinh, Muñeton,
Arestegui, Tran, Klopfenstein
Noes: (0) None

AWARD A CONTRACT TO VORTEX SERVICES, LLC, FOR CONSTRUCTION OF PROJECT NO. CP1364000 – SSRP PHASE II SEWER MAIN LINING AND SPOT REPAIR PROJECT 1 (F: S-92.PROJ.CP136400)

Following staff's report, Vice President Tran asked if the contractor has previously done work in the City.

Public Works Director Sam Kim noted that staff completed the reference check and received good feedback. He also noted that Vortex acquired the company that the City previously did business with.

Member Brietigam described the sewer main lining process and highlighted the importance of maintaining City infrastructure.

Member Arestegui commended staff for mitigating disruptions to residents by minimizing impacts to roads.

Member DoVinh asked if the repairs would help capacity deficiencies in the City.

Public Works Director Sam Kim clarified that the scheduled repairs are related to structural deficiencies, but should help overall systems.

Mayor Klopfenstein inquired how residents would be notified of upcoming construction.

Staff shared that signage would be posted and notices sent to affected properties.

With no further comments from the Board, it was moved by Member Brietigam, seconded by Member Arestegui that:

A contract in the amount of \$1,523,555.50, be awarded to Vortex Services, LLC for the construction of Project No. CP1364000 – Sewer System Rehabilitation Plan (SSRP) Phase II, Sewer Main Lining and Spot Repair Project 1; and

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

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

- Ayes: (7) Brietigam, Nguyen, DoVinh, Muñeton,
Arestegui, Tran, Klopfenstein
- Noes: (0) None

ADJOURNMENT

At 7:38 p.m., President Klopfenstein adjourned the meeting. The next Regular Sanitary District Meeting is scheduled for Tuesday, May 26, 2026, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizabeth Vasquez
Secretary

Garden Grove Sanitary District

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim
Dept: General Manager

From: Patricia Song
Dept: Finance
Date: 5/26/2026

Subject: Adoption of Resolutions amending the Garden Grove Sanitary District Fiscal Year 2026-27 Budget. (Action Item)

OBJECTIVE

For the Garden Grove Sanitary District (the District) Board to adopt resolutions amending its adopted biennial budget for Fiscal Year (FY) 2026-27; setting the appropriations limit, and re-appropriating project balances and encumbrances from FY 2025-26.

BACKGROUND

On June 10, 2025, the District Board adopted the biennial budget for FY 2026-27. Since budget adoption, the District has achieved numerous operational goals and identified the need to re-prioritize certain operating and capital initiatives to better support service delivery and long-term objectives.

As part of the mid-cycle budget process, the Public Works Department (the Department) completed a comprehensive review of the adopted budget and identified several amendments for FY 2026-27 to better align available resources with current operational needs and project priorities.

The Department would like to highlight the following accomplishments achieved during FY 2025-26:

- Ongoing preventive maintenance efforts have resulted in zero Sanitary Sewer Overflows since December 2024;
- Construction of the Sewer System Rehabilitation Plan Phase I – Sewer Main Replacement Project 4;
- Completion of the Sanitation Lift Stations SCADA Upgrade;
- Removal and replacement of 8 manhole rings and covers;
- Inspection of approximately 2,410 out of 9,700 manholes;
- Completion of closed circuit television (CCTV) work for 342,647 linear feet of sewer line and approximately 1,206,466 linear feet of cleaning;
- Phase 3 of Condition Assessment completed;

- Continued implementation of the Sewer Main Cleaning Program, Manhole Inspection Program, Hot Spot Cleaning Program, CCTV Roving Checks Program and Electrical Mechanical Maintenance Program for the GGSD's lift stations;
- Continued treatment of Root Control Program encompassing 26,270 linear feet;
- Diverted 3 possible sewer system overflows;
- Clearance of 121 sewer blockages during routine maintenance involving line cleaning, CCTV, manhole inspection, and hot spot cleaning;
- Continuation of Roach Spraying Program addressing 2,005 manholes;
- Continued flow monitoring throughout the system;
- Completion of the cleaning of 1,257 hot spots;
- Compliance with the State Water Resources Control Board's Statewide General Waste Discharge Requirement (WDR) mandates;
- Continued Compliance with waste diversion goals of AB 939 (50% diversion), AB 341 (Commercial Recycling), SB 1383 (Methane Emission) and AB 1826 (Commercial Organics Recycling);
- Education and outreach for AB 827 (Waste Diversion at certain food service establishments);
- Compliance with National Pollutant Discharge Elimination System and Trash Amendment through comprehensive program oversight, including regulatory inspections, inner/outer agency coordination, technical training, and stakeholder meetings involving 26 North Orange County Co-Permittees, including Orange County Public Works and Orange County Flood Control District;
- Approval of Track 2 Trash Implementation Plan for Storm Water by the Santa Ana Regional Water Quality Control Board;
- Secured grant funding from CalRecycle's Oil Payment Program and City/County Beverage Container Recycling Program to support the City's Used Motor Oil Residential Collection Program and litter abatement at City park sites;
- Continued execution and monitoring of the Amended and Restated Agreement with Republic Services, including addressing service concerns and complaints;
- Introduced household battery collection at community events;
- Finalized details and rolled out business Sustainability Awards with Republic Services;
- Coordinated with Republic Services to place the second front load electric truck in the country into service in Garden Grove;
- Finalized construction plans and awarded a construction agreement to upgrade the existing landfill gas extraction system blower station;
- Integrated a solid waste review process into the City's building permit and plan check review process to ensure compliance with state trash mandates;
- Enforce the Municipal Separate Storm Sewer System (MS4) Permit requirements through the inspection of 2,645 commercial facilities, including 1,387 food service establishments, 389 industrial facilities, 211 Water Quality Management Plan (WQMP) Post-Construction inspections, 68 municipal facility inspections, and investigations of ongoing illegal discharge/dumping complaints;
- Review of construction plans to ensure FOG compliance and annual Post-Construction structural device maintenance inspections;
- Respond to public and agency referrals on complaints of illegal discharges, illegal dumping/spills of hazardous materials/wastes, food grease, and sanitary overflows or any other storm water pollutant; and
- Continued to address and monitor the closed landfills for compliance with South Coast Air Quality Management District and Orange County Health Care Agency regulations.

DISCUSSION

The proposed amended FY 2026-27 budget for the District totals \$23.4 million, representing an increase of \$0.5 million compared to the adopted budget.

The net increase reflects several adjustments, including a reduction of \$737,148 in administrative overhead resulting from the implementation of the Citywide Cost Allocation Plan (CAP), additional California Public Employees Retirement System (CalPERS) Unfunded Actuarial Liability (UAL) costs totaling \$151,285, re-prioritized sewer capital projects totaling \$789,700, and other supplemental requests totaling \$326,490.

The District provides sewer utility services and administers solid waste collection and recycling programs for residents. The proposed amended budget for the Sewer Utility reflects an increase of \$462,861 from the originally adopted FY 2026-27 budget, and the proposed amendments for Solid Waste result in a net increase of \$67,466.

A summary of the proposed amendments to the District's adopted FY 2026-27 budget is provided below:

	<u>Sewer Utility</u>	<u>Solid Waste Utility</u>	<u>Total</u>
Adopted Budget - FY2026-27	\$ 19,903,806	\$ 2,987,982	\$ 22,891,788
Proposed Mid-Cycle Amendments:			
CalPERS Unfunded Actuarial Liabilities	129,686	21,599	151,285
Cost Allocation Plan Implementation	(619,045)	(118,103)	(737,148)
Capital Improvement Program Project Re-prioritization	789,700	-	789,700
Supplemental Requests			
Council Chamber Security Enhancement	137,500		
Municipal Yard Facility Condition Assessment	20,240	7,590	
SB1383 Compost Procurement Additional Costs		10,000	
Longsdon Landfill Improvement		140,000	
Citywide Property Tax		1,600	
General Election Additional Funding	4,780	163,970	326,490
Total Proposed Mid-cycle Amendments	462,861	67,466	530,327
Proposed Amended Budget - FY2026-27	\$ 20,366,667	\$ 3,055,448	\$ 23,422,115

The proposed amended budget continues to support the District's Business Principles and positions the District to advance its operational goals and service objectives in the upcoming fiscal year.

FINANCIAL IMPACT

The amended FY 2026-27 budget for the District reflects a net increase of \$0.5 million. The proposed amendments include administrative adjustments associated with the implementation of the citywide Cost Allocation Plan (CAP), updates to the California Public Employees' Retirement System Unfunded Actuarial Liability (UAL), and various supplemental funding requests to address operational and capital needs.

The District continues to operate in accordance with its Business Principles and remains committed to providing high-quality sewer, solid waste, and recycling services to the community.

RECOMMENDATION

It is recommended that the Garden Grove Sanitary District Board:

- Adopt the Resolution of the Garden Grove Sanitary District Amending the Adopted Biennial Budget for Fiscal Year 2026-27;
- Adopt the Appropriations Limit Resolution Setting the Garden Grove Sanitary District Fiscal Year 2026-27 Appropriations Limit; and
- Adopt the Resolution Reappropriating Certain Fiscal Year 2025-26 Project Balances and Encumbrances for Fiscal Year 2026-27.

ATTACHMENT(S)

- Resolution of the Garden Grove Sanitary District Amending the Adopted Biennial Budget for Fiscal Year 2026-27
- Resolution Setting the Garden Grove Sanitary District Fiscal Year 2026-27 Appropriations Limit
- Resolution Reappropriating Certain Fiscal Year 2025-26 Project Balances and Encumbrances for Fiscal Year 2026-27

GARDEN GROVE SANITARY DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARDEN GROVE SANITARY DISTRICT AMENDING THE FISCAL YEAR 2026-27 BUDGET

WHEREAS, the Garden Grove Sanitary District (GGSD) adopted a two-year budget on June 10, 2025 for Fiscal Year 2025-26 and Fiscal Year 2026-27; and

WHEREAS, it is necessary to amend the adopted budget for Fiscal Year 2026-27 for adjustments in operating and capital expenditures.

NOW, THEREFORE, BE IT RESOLVED that the General Manager is hereby authorized to expend in accordance with laws of the State of California on behalf of the Garden Grove Sanitary District an amount of \$23,422,115 for Fiscal Year 2026-27 from new appropriations for the planned activities shown below:

<u>Expenditures</u>	<u>Adopted</u> <u>FY 2026-27</u>	<u>Amended</u> <u>FY 2026-27</u>
Sewer	\$ 19,930,806	\$ 20,366,667
Refuse	<u>2,987,982</u>	<u>3,055,448</u>
Total Expenditures	<u>\$ 22,891,788</u>	<u>\$ 23,422,115</u>

BE IT FURTHER RESOLVED that the total of \$23,422,115 for Fiscal Year 2026-27, which the General Manager is authorized to expend in accordance with the Laws of the State of California shall be appropriated from the following funds:

<u>Fund</u>	<u>Adopted</u> <u>FY 2026-27</u>	<u>Amended</u> <u>FY 2026-27</u>
Fund 630 - Sewer Operations	\$ 10,409,506	\$ 10,082,667
Fund 631 - Sewer Capital	7,000,000	7,789,700
Fund 632 - Sewer Replacement	2,494,300	2,494,300
Fund 660 - Refuse	<u>2,987,982</u>	<u>3,055,448</u>
Total Funding	<u>\$ 22,891,788</u>	<u>\$ 23,422,115</u>

Adopted this 26th day of May 2026.

ATTEST:

/s/ _____
PRESIDENT

/s/ LIZABETH VASQUEZ _____
SECRETARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, LIZABETH VASQUEZ, Secretary of the Garden Grove Sanitary District, do hereby certify that the foregoing Resolution was duly adopted by the Board of the Garden Grove Sanitary District at a meeting held on the 26th day of May 2026, by the following vote:

/s/ LIZABETH VASQUEZ _____
SECRETARY

GARDEN GROVE SANITARY DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARDEN GROVE SANITARY DISTRICT ESTABLISHING THE AMOUNT OF INCREASE IN APPROPRIATIONS IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION AS AMENDED BY PROPOSITION 111

WHEREAS, Chapter 1205 statutes of 1980 became effective January 1, 1981;

WHEREAS, Article XIII B of the California Constitution was amended by Proposition 111 to change the price and population factors that may be used by local jurisdictions in setting their appropriations limit; and

WHEREAS, the amendments specify that the appropriations limit may increase annually by a factor comprised of the change in population combined with either the change in California per capita personal income or the change in the local assessment roll due to local non-residential construction.

WHEREAS, the appropriations of the Garden Grove Sanitary District which are subject to the limitation established by Article XIII B have been calculated to be \$4,837,000 for Fiscal Year 2026-27.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the appropriations limit for Fiscal Year 2026-27 in accordance with Exhibit "A" is \$20,171,871 excluding user fees.

EXHIBIT "A"

ARTICLE XIII-B CALCULATIONS

2026-27 BUDGET

Per Capita Change = 4.95% (Personal Income)
Population Change = -0.3443%

Per Capita converted to a ratio: $\frac{4.95 + 100}{100} = 1.0495$

Population converted to a ratio: $\frac{-0.3443 + 100}{100} = 0.9966$

Calculation of factor for FY 2026-27: $1.0495 \times 0.9966 = 1.0459$

$\$19,286,615 \times 1.0459 = \$20,171,871$

GARDEN GROVE SANITARY DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARDEN GROVE SANITARY DISTRICT REAPPROPRIATING CERTAIN FISCAL YEAR 2025-26 PROJECT BALANCES AND ENCUMBRANCES FOR THE FISCAL YEAR 2026-27

WHEREAS, the Garden Grove Sanitary District Board of Directors has reviewed the estimated Fiscal Year 2025-26 Revenues, Expenditures and Fund Balances as projected to the end of the fiscal year, and has given careful consideration to the closing of appropriations for Fiscal Year 2025-26;

WHEREAS, the Garden Grove Sanitary District Board of Directors has reviewed and given careful consideration of the recommended Fiscal Year 2026-27 budgets;

WHEREAS, certain projects begun in Fiscal Year 2025-26 or prior fiscal years require continuing appropriations to complete the projects;

WHEREAS, unexpended balances of Fiscal Year 2025-26 or prior fiscal years are estimated to be available within these certain projects by the close of the fiscal year ending on June 30, 2026; and

WHEREAS, certain purchase orders are estimated to have encumbered balances by the close of the fiscal year ending on June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that the uncommitted, unexpended balances of appropriations for certain projects as of the close of fiscal year ending June 30, 2026 be appropriated, in the amount as determined by the Finance Director, to the Reserve for continuing projects within their respective funds, and that the amount be reappropriated for Fiscal Year 2026-27 from the Reserve for continuing the projects within the respective funds.

BE IT FURTHER RESOLVED that the encumbered balances of purchase orders as of the close of the fiscal year ending June 30, 2026, be appropriated to the Reserve for encumbrances within the respective funds and that the amount of the encumbered balances be reappropriated for Fiscal Year 2026-27 from the Reserve for the encumbrances within the respective funds.

Adopted this 26th day of May 2026.

ATTEST:

/s/ _____

PRESIDENT

/s/ LIZABETH VASQUEZ

SECRETARY

STATE OF CALIFORNIA)

COUNTY OF ORANGE) SS:

CITY OF GARDEN GROVE)

I, LIZABETH VASQUEZ, Secretary of the Garden Grove Sanitary District, do hereby certify that the foregoing Resolution was duly adopted by the Board of the Garden Grove Sanitary District at a meeting held on May 26, 2026, by the following vote:

/s/ LIZABETH VASQUEZ

SECRETARY

Garden Grove Sanitary District
INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim
Dept: General Manager

From: Samuel Kim
Dept: Public Works
Date: 5/26/2026

Subject: Award contracts to Dudek, Accenture Infrastructure and Capital Project, LLC, and West Yost & Associates Inc. for on-call construction management and inspection services for various water and sewer capital improvement projects. (Cost: Not to Exceed \$500,000 per contract)(Joint Action Item with the City Council)

OBJECTIVE

To recommend that the Sanitary District Board and City Council award contracts to Dudek, Accenture Infrastructure and Capital Project, LLC, and West Yost & Associates Inc. for on-call construction management and inspection services for various water and sewer capital improvement projects.

BACKGROUND

The Water Services Division has been increasing its efforts in implementing capital improvement projects as listed in the Water Master Plan (2020) and the Sewer System Condition Assessment studies (2022 & 2026). It is expected that the following water and sewer Capital Improvements Projects, currently in the design or planning phase, will require third-party construction management and inspection services due to limited staff availability.

- Lampson Reservoirs Rehabilitation Project
- Well 29 Restoration Project
- Well 30 SCADA Improvement Project
- Bowen Street and Blake Street Water Improvement Project
- SSRP Phase II Sewer Main Replacement Project 2
- SSRP Phase II Sewer Main Lining Project 2

Establishing on-call construction management and inspection services with qualified consultants will help the Water Service Division implement construction projects without delay, ensure continuity across multiple projects, and reduce administrative overhead.

DISCUSSION

Staff requested proposals from five (5) firms to provide on-call construction management and inspection services. All five (5) solicited consultants submitted proposals. A panel of three members rated the submitted proposals on the sole basis of qualifications. Staff determined that Dudek, Accenture Infrastructure and Capital Project, LLC, and West Yost & Associates Inc. are best suited and qualified to provide on-call design engineering services. The following is a summary of the ratings with the highest total being the most qualified:

	Dudek Mission Viejo, CA	Accenture Infrastructure and Capital Project LLC Irvine, CA	West Yost & Associates Inc. Irvine, CA	JIG Consultants Orange, CA	NV5 Irvine, CA
<i>Rater A</i>	131	133	129	128	126
<i>Rater B</i>	139	137	133	133	132
<i>Rater C</i>	137.8	137.3	136.3	135.5	135.8
Totals	407.8	407.3	398.3	396.5	393.8

FINANCIAL IMPACT

The cost of each contract with Dudek, Accenture Infrastructure and Capital Project, LLC, and West Yost & Associates Inc. for on-call construction management and inspection services for various water and sewer capital improvement projects shall not exceed \$500,000. Costs will be incurred on an as-needed basis. Funding is budgeted in the respective capital improvement projects included in the City's adopted five-year Capital Improvement Plan.

RECOMMENDATION

It is recommended that the Sanitary District Board:

- Award a contract to Dudek in the amount not to exceed \$500,000, with three option years with additional compensation of \$250,000 per option year, for on-call construction management and construction services for various water and sewer capital improvement projects;
- Award a contract to Accenture Infrastructure and Capital Project, LLC in the amount not to exceed \$500,000, with three option years with additional compensation of \$250,000 per option year, for on-call construction management and construction services for various water and sewer capital improvement projects;
- Award a contract to West Yost & Associates, Inc. in the amount not to exceed \$500,000, with three option years with additional compensation of \$250,000 per option year, for on-call construction management and construction services for various water and sewer capital improvement projects; and

- Authorize the General Manager, or designee, to execute the agreements on behalf of the District, exercise option year amendments, and make minor modifications as appropriate thereto.

By: Liyan Jin, Associate Engineer

ATTACHMENT(S)

1. Professional Services Agreement_Dudek
2. Professional Services Agreement_Accenture
3. Professional Services Agreement_West Yost

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made 26th day of May, 2026, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), **GARDEN GROVE SANITARY DISTRICT**, a California special district, and Dudek herein after referred to as "CONSULTANT".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council/GGSD Board approval dated May 26, 2026
2. CITY/DISTRICT desire(s) to utilize the services of CONSULTANT to **provide on-call construction management and inspection services listed in Attachment "A"**.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.
4. CITY/DISTRICT shall hereinafter be referred to as "CITY."

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be cover services rendered from the date of this Agreement until compensation reaches the not to exceed amount or sooner terminated per section 3.5. There shall be an option to extend the performance period of this Agreement by an additional three option years in one-year increments, with additional compensation of \$250,000 (two hundred and fifty thousand dollars) for each option year exercised. Extensions shall be executed at the sole discretion of the CITY.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks, including but not limited to work plan listed in Attachment "A", and is incorporated herein by reference. The Attachment and this Agreement do not guarantee any specific amount of work. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with customary and usual practices in CONSULTANT'S profession and the standards prevalent in the industry for such services. 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.** The compensation for services under this Agreement shall be determined based on the scope and nature of future project proposals mutually agreed up by both parties, payable in arrears and in accordance with scope of work in Attachment "A". For each project, the CONSULTANT shall submit a detailed proposal outlining the scope of work, timeline, and estimated costs. Upon CITY approval of the proposal, compensation for the specific project will be

defined and agreed upon in writing, either as a fixed fee, hourly rate, or other agreed-upon method.

- 3.2. Not to Exceed. The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to CITY on an hourly basis, except where otherwise set forth herein, provided compensation under this Proposal shall not exceed \$500,000. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any services rendered in connection with a 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 City Manager. The Proposal and this Agreement do not guarantee any specific amount of work.
- 3.3. PAYMENT. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONSULTANT must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on Rate and Fee Estimate included in Attachment "A".
- 3.4. RECORDS OF EXPENSES. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.5. TERMINATION. CITY and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would 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 CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 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 CITY, 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 an amount not less than \$2,000,000.00 per occurrence **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to the CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- b. Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to the CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- c. Professional liability in an amount not less than \$2,000,000.00. 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 CITY. 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 either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, 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 CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and 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 CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, 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 CONSULTANT.** It is agreed to that CONSULTANT shall act and be an independent CONSULTANT and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
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 CONSULTANTS and sub-CONSULTANTS performing any of the work pursuant to this Agreement 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 City 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. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. Consultant and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONSULTANT provides proof of registration to the CITY. CONSULTANT shall be responsible for CONSULTANT's compliance in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. CONSULTANT shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONSULTANT.
10. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
11. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
12. **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.
13. **Notices.** All notices shall be personally delivered or mailed to the below listed address, 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:

Dudek
27271 Las Ramblas, Suite 340
Mission Viejo, CA 92691

- b. Address of CITY is as follows:

City Manager/General Manager
City of Garden Grove/GGSD
11222 Acacia Parkway
Garden Grove, CA 92840

14. **CONSULTANT'S PROPOSAL.** This Agreement shall include CONSULTANT'S proposal which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
15. **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.
16. **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 CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
17. **Time of Essence.** Time is of the essence in the performance of this Agreement.
18. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its sub-CONSULTANT as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any sub-CONSULTANT and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
19. **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.
20. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless CITY 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, sub-CONSULTANTS, or independent CONSULTANTS hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, 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.

21. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
22. **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 CITY and CONSULTANT.
23. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
24. **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.
25. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
26. **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.

(Agreement Signature Block on Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

Date: _____

"DISTRICT"
GARDEN GROVE SANITARY DISTRICT

By: _____
General Manager

ATTESTED:

City Clerk/Secretary

Date: _____

"CONSULTANT"
Dudek

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

CONSULTANT's License: _____

Expiration Date _____

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

APPROVED AS TO FORM:

City Attorney/General Counsel

Date

Construction Manager Responsibilities

The CM will be responsible for overall QA and coordination of the project and will work closely with the City, contractor, and inspectors to resolve day-to-day construction issues. The CM will also ensure project issues are identified and resolved quickly. Project issues will be organized on a critical action item report, which will detail the administrative, design, construction, environmental, and coordination issues that arise. Each action item will be assigned to project personnel with a target date to complete or resolve. The report will be updated at the weekly construction management staff and contractor progress meetings, and will be included in the monthly progress report. The CM will be responsible for tracking change orders and reviewing submittals and RFIs. He will also be responsible for directly managing the inspection and testing on the project.

The CM will meet the City's representative to discuss the plan for the upcoming work on what may affect the public or traffic. He will also be available to meet with community groups to develop methods to inform the public, agencies, community groups, and contractors in the area regarding the work schedule. There are a number of issues that the community will be watching closely on construction projects: work hours, stormwater control, noise control, dust control, and environmental measures, to name a few.

We will make sure the project is complete and acceptable prior to scheduling a final punch list walkthrough with the City. The CM will review and recommend final payment and release retention once all outstanding items are completed to the satisfaction of the City. At the completion of the project, we will review and certify the as-builts, draft the final change orders, and prepare a final construction summary report for the project.

Inspector Responsibilities

The inspectors assigned to the City will be on site daily during working hours and whenever work is performed outside of normal working hours. They will be available by cell phone whenever not at the site to answer any questions and resolve issues. The inspector will be the key point of contact for the contractor's project manager and superintendent during the course of the work. The inspector will not direct the contractor's work but will facilitate the contractor's efforts by anticipating issues that might affect the progress of the work.

Dudek employs a state-of-the-art photo documentation system using commercial-standard photo management software. Upon beginning each day's fieldwork, our personnel will download the day's images from each digital camera to the computer network located in the field office. Using these images, the construction inspector will review completed work with the City's plans and specifications.

The inspector will examine the site daily, manage subconsultants, and conduct weekly progress meetings with the contractor. One of the key activities is the weekly progress meeting with the contractor. This is where old and new business issues are discussed, such as action items developed; progress to date is reviewed in detail; a contractor's 3-week look-ahead schedule is developed; and items from the City or other consultants discussed. A description of these meetings and the inspector's role are provided on the following pages. If work is non-conforming per the specifications, the inspector will issue a written Notice of Non-Compliance report for any work installed by the contractor that does not comply with the project plans and specifications. This will require a written response from the contractor and the issue will be tracked weekly until it is resolved to our satisfaction. The inspector will also prepare a list of items for correction and redline as-built plans as needed.

The inspector will assist with a submittal review meeting and with expediting the submittal turnaround process. He or she will conduct a submittal review meeting with the contractor for designated critical submittals to ensure they are returned for prompt material procurement.

Inspection Forms/Checklist

Documentation is critically important in construction and all communication will be provided to effected personnel in writing. Our inspectors maintain daily logs, complete incident reports, and photograph elements of a project. We assist the City with progress pay estimates, contract change orders, labor and equipment records, personnel records, and other general correspondence that will ensure the effectiveness of the projects.

Stormwater (SWPPP) Inspection and Compliance

The inspector will inspect the contractor's stormwater pollution prevention plan (SWPPP) installation and erosion, tracking potential discharges every day for compliance with the National Pollutant Discharge Elimination System (NDPES), permits, and the approved project SWPPP plan. The contractor will be notified immediately in writing of any corrections that need to be made. The inspector will stay up to date on all required reports and inspect the contractor's SWPPP reports to ensure they are up to date and accurate.

Traffic Control

The inspector will review traffic control plans and follow the requirements as stipulated by the City's traffic engineer and according to the latest California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook requirements.

Progress Payment

The Dudek team realizes the importance of an accurate timely review of the progress for each month. The on-site inspector will field measure pay quantities in accordance with Greenbook standards. We will meet with the contractor and discuss the status of pay quantities and schedule of values (if there are any lump sum bid items), and review the contractor's as-builts at the end of the month. The on-site construction inspector will then make a recommendation to the City for the amount of the monthly progress payment application.

Project Management and QA/QC

The construction management team and contract manager will establish and implement a QA/QC Plan organized as follows:

1. Organization and Responsibility
2. Execution and Schedule
3. Procedural Requirements
4. Requirements for Subconsultants
5. Project Quality Management Audits

The CM is committed to supporting the construction of your projects on behalf of the City. Regular meetings with the contractor and the use of a 3-week schedule for fieldwork should prevent any delays due to inspection needs. Dudek's approach to QA and quality control (QC) is directed toward ensuring the quality of the final product meets the design drawings and specifications while increasing management's awareness and confidence in the details of the entire fabrication and construction process.

Dudek will employ proven methods for the project-specific QA and QC program for the City's projects. This program will largely consist of existing corporate procedures and standards from the company's Total Quality Program, tailored to match the unique requirements as indicated in the City's overall QA/QC Plan. Our approach includes a

mixture of senior staff review, constructability evaluation, and operability/maintainability evaluations throughout the process. The focus on achieving a consistent high-quality product is carried through the review of contractor's procedures, submittal review, and shop and field inspections, as well as field and laboratory testing, to ensure that quality materials and equipment are delivered and constructed to the project specifications and drawings.

Quality Assurance Inspection Services

Inspectors will provide technical inspection at each job site where the contractor is performing work to ensure compliance with the contract documents. They will coordinate material deliveries, inspect materials as they arrive on site, and verify that all materials and equipment are properly stored. Inspectors will prepare daily reports as required by the project's scope of work and the City's standards. Inspection staff will note and document deviations in the work. The City's project manager and the contractor will be notified when deviations are observed.

Developer Inspections

Dudek currently provides inspection of developer projects for several agencies. We understand the importance of keeping detailed notes regarding times, dates, and the work inspected. Costs associated with our inspections are typically charged to developers or subtracted from deposits or through reimbursable agreements. Accurate records are critical to avoiding disputes.

DUDEK 2026 Standard Schedule of Charges

Engineering Services

Project Director.....	\$350.00/hr
Principal Engineer III.....	\$330.00/hr
Principal Engineer II.....	\$310.00/hr
Principal Engineer I.....	\$300.00/hr
Program Manager.....	\$285.00/hr
Senior Project Manager.....	\$285.00/hr
Project Manager.....	\$275.00/hr
Senior Engineer III.....	\$270.00/hr
Senior Engineer II.....	\$260.00/hr
Senior Engineer I.....	\$250.00/hr
Project Engineer IV/Technician IV.....	\$240.00/hr
Project Engineer III/Technician III.....	\$230.00/hr
Project Engineer II/Technician II.....	\$215.00/hr
Project Engineer I/Technician I.....	\$200.00/hr
3D Production Manager.....	\$225.00/hr
Senior Designer II.....	\$220.00/hr
Senior Designer I.....	\$210.00/hr
Designer.....	\$195.00/hr
Assistant Designer.....	\$190.00/hr
CADD Operator III.....	\$210.00/hr
CADD Operator II.....	\$205.00/hr
CADD Operator I.....	\$165.00/hr
CADD Drafter.....	\$185.00/hr
CADD Technician.....	\$135.00/hr
Project Coordinator II.....	\$165.00/hr
Project Coordinator I.....	\$135.00/hr
Engineering Assistant.....	\$130.00/hr

Environmental Services

Senior Project Director.....	\$375.00/hr
Project Director.....	\$350.00/hr
Senior Specialist V.....	\$290.00/hr
Senior Specialist IV.....	\$275.00/hr
Senior Specialist III.....	\$260.00/hr
Senior Specialist II.....	\$245.00/hr
Senior Specialist I.....	\$230.00/hr
Specialist V.....	\$220.00/hr
Specialist IV.....	\$205.00/hr
Specialist III.....	\$195.00/hr
Specialist II.....	\$185.00/hr
Specialist I.....	\$175.00/hr
Analyst V.....	\$165.00/hr
Analyst IV.....	\$155.00/hr
Analyst III.....	\$145.00/hr
Analyst II.....	\$135.00/hr
Analyst I.....	\$115.00/hr
Technician IV.....	\$105.00/hr
Technician III.....	\$95.00/hr
Technician II.....	\$85.00/hr
Technician I.....	\$75.00/hr
Project Coordinator II.....	\$165.00/hr
Project Coordinator I.....	\$135.00/hr

Mapping and Surveying Services

UAS Pilot.....	\$180.00/hr
Survey Lead.....	\$310.00/hr
Survey Manager.....	\$270.00/hr
Survey Crew Chief.....	\$205.00/hr
Survey Rod Person.....	\$155.00/hr
Survey Mapping Technician.....	\$145.00/hr

Construction Management Services

Principal Manager.....	\$225.00/hr
Senior Construction Manager.....	\$195.00/hr
Senior Project Manager.....	\$190.00/hr
Construction Manager.....	\$190.00/hr
Project Manager/Construction Management.....	\$180.00/hr
Resident Engineer.....	\$175.00/hr
Construction Engineer.....	\$180.00/hr
On-site Owner's Representative.....	\$165.00/hr
Prevailing Wage Inspector.....	\$165.00/hr
Construction Inspector.....	\$155.00/hr
Administrator/Labor Compliance.....	\$130.00/hr

Hydrogeology/HazWaste Services

Project Director.....	\$350.00/hr
Principal Hydrogeologist/Engineer III.....	\$330.00/hr
Principal Hydrogeologist/Engineer II.....	\$320.00/hr
Principal Hydrogeologist/Engineer I.....	\$310.00/hr
Senior Hydrogeologist V/Engineer V.....	\$285.00/hr
Senior Hydrogeologist IV/Engineer IV.....	\$275.00/hr
Senior Hydrogeologist III/Engineer III.....	\$265.00/hr
Senior Hydrogeologist II/Engineer II.....	\$255.00/hr
Senior Hydrogeologist I/Engineer I.....	\$245.00/hr
Project Hydrogeologist V/Engineer V.....	\$235.00/hr
Project Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Project Hydrogeologist III/Engineer III.....	\$215.00/hr
Project Hydrogeologist II/Engineer II.....	\$205.00/hr
Project Hydrogeologist I/Engineer I.....	\$195.00/hr
Hydrogeologist/Engineering Assistant.....	\$150.00/hr
HazMat Field Technician.....	\$140.00/hr

District Management & Operations

District General Manager.....	\$225.00/hr
District Engineer.....	\$230.00/hr
Operations Manager.....	\$170.00/hr
District Secretary/Accountant.....	\$155.00/hr
Collections System Manager.....	\$155.00/hr
Grade V Operator.....	\$145.00/hr
Grade IV Operator.....	\$130.00/hr
Grade III Operator.....	\$120.00/hr
Grade II Operator.....	\$100.00/hr
Grade I Operator.....	\$95.00/hr
Operator in Training.....	\$85.00/hr
Collection Maintenance Worker.....	\$90.00/hr

Project Delivery Services

Technology Specialist II.....	\$245.00/hr
Technology Specialist I.....	\$190.00/hr
GIS Analyst V.....	\$220.00/hr
GIS Analyst IV.....	\$200.00/hr
GIS Analyst III.....	\$185.00/hr
GIS Analyst II.....	\$145.00/hr
GIS Analyst I.....	\$130.00/hr
Creative Services IV.....	\$190.00/hr
Creative Services III.....	\$165.00/hr
Creative Services II.....	\$150.00/hr
Creative Services I.....	\$135.00/hr
Technical Editor IV.....	\$190.00/hr
Technical Editor III.....	\$165.00/hr
Technical Editor II.....	\$155.00/hr
Technical Editor I.....	\$135.00/hr
Publications Specialist IV.....	\$140.00/hr
Publications Specialist III.....	\$130.00/hr
Publications Specialist II.....	\$120.00/hr
Publications Specialist I.....	\$110.00/hr
Clerical Administration.....	\$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 30 days after the date of the invoice.

Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.

Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made 26th day of May, 2026, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), **GARDEN GROVE SANITARY DISTRICT**, a California special district, and **Accenture Infrastructure and Capital Projects, LLC** herein after referred to as "CONSULTANT".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council/GGSD Board approval dated May 26, 2026
2. CITY/DISTRICT desire(s) to utilize the services of CONSULTANT to **provide on-call construction management and inspection services listed in Attachment "A"**.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.
4. CITY/DISTRICT shall hereinafter be referred to as "CITY."

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be cover services rendered from the date of this Agreement until compensation reaches the not to exceed amount or sooner terminated per section 3.5. There shall be an option to extend the performance period of this Agreement by an additional three option years in one-year increments, with additional compensation of \$250,000 (two hundred and fifty thousand dollars) for each option year exercised. Extensions shall be executed at the sole discretion of the CITY.
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3. **Compensation.** CONSULTANT shall be compensated as follows:
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defined and agreed upon in writing, either as a fixed fee, hourly rate, or other agreed-upon method.

- 3.2. Not to Exceed. The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to CITY on an hourly basis, except where otherwise set forth herein, provided compensation under this Proposal shall not exceed \$500,000. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any services rendered in connection with a 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 City Manager. The Proposal and this Agreement do not guarantee any specific amount of work.
- 3.3. PAYMENT. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONSULTANT must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on Rate and Fee Estimate included in Attachment "A".
- 3.4. RECORDS OF EXPENSES. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.5. TERMINATION. CITY and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would 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 CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 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 CITY, 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 an amount not less than \$2,000,000.00 per occurrence **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to the CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- b. Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to the CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- c. Professional liability in an amount not less than \$2,000,000.00. 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 CITY. 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 either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, 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 CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and 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 CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, 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 CONSULTANT.** It is agreed to that CONSULTANT shall act and be an independent CONSULTANT and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
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 CONSULTANTS and sub-CONSULTANTS performing any of the work pursuant to this Agreement 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 City 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. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. Consultant and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONSULTANT provides proof of registration to the CITY. CONSULTANT shall be responsible for CONSULTANT's compliance in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. CONSULTANT shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONSULTANT.
10. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
11. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
12. **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.
13. **Notices.** All notices shall be personally delivered or mailed to the below listed address, 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:

Accenture Infrastructure and Capital Projects, LLC
300 Spectrum Center Drive, 14th Floor
Irvine, CA 92618

- b. Address of CITY is as follows:

City Manager/General Manager
City of Garden Grove/GGSD
11222 Acacia Parkway
Garden Grove, CA 92840

14. **CONSULTANT'S PROPOSAL.** This Agreement shall include CONSULTANT'S proposal which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
15. **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.
16. **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 CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
17. **Time of Essence.** Time is of the essence in the performance of this Agreement.
18. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its sub-CONSULTANT as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any sub-CONSULTANT and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
19. **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.
20. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless CITY 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, sub-CONSULTANTS, or independent

CONSULTANTS hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, 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.

21. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
22. **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 CITY and CONSULTANT.
23. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
24. **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.
25. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
26. **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.

(Agreement Signature Block on Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

Date: _____

"DISTRICT"
GARDEN GROVE SANITARY DISTRICT

By: _____
General Manager

ATTESTED:

City Clerk/Secretary

Date: _____

"CONSULTANT"
**Accenture Infrastructure and Capital
Projects, LLC**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

CONSULTANT's License: _____

Expiration Date _____

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

APPROVED AS TO FORM:

City Attorney/General Counsel

Date



APPROACH TO SCOPE OF WORK TASKS

INSPECTOR

ON SITE REPRESENTATIVE AND FIELD LIAISON

Accenture I&CP will serve as the City's/District's representative and primary field liaison by actively coordinating with the Contractors throughout all phases of construction, verifying that work is performed in accordance with the contract documents and City/District standards. Our role includes providing on-site inspection, facilitating communication between City/District engineering staff and the Contractors, verifying materials and workmanship, coordinating testing and surveying through the City's/District's consultants, and monitoring daily progress to address issues promptly and maintain project momentum. We will attend all pre-construction and weekly progress meetings and will support the City/District by reviewing payment requests, evaluating change orders, and verifying full compliance with project requirements.

DAILY CONSTRUCTION INSPECTION

Accenture I&CP will provide qualified construction inspection services whose experience spans civil, structural, mechanical, electrical, and instrumentation and controls disciplines. Our team will verify that all work conforms to the Contract Documents, change orders, and applicable regulations, with 24-hour availability to support off-hours construction and urgent issues.

Inspection services emphasize thorough documentation, including photographs and verification that materials, methods, and facilities comply with contract intent, OSHA requirements, and all federal, state, and local safety and trenching standards.

Our inspectors monitor daily construction activities for compliance with Caltrans Standard Specifications, City/District Standard Plans and Specifications, and the Garden Grove Municipal Code. Our inspectors remain on site whenever construction is underway and provide continuous oversight of field operations, sequencing, safety, and workmanship. Inspection responsibilities, at a minimum, include:

- » Verification of work against plans, specifications, and applicable codes.
- » Continuous monitoring of traffic control according to the latest California MUTCD and Work Area Traffic Control Handbook Requirements
- » Observation and coordination of water main shutdowns and flushing, disinfection, and testing of all water mains.

- » Verification of contractor adherence to environmental, water quality, and stormwater protection requirements.

REVIEW CONTRACT DOCUMENTS AND PLANS AND SPECIFICATIONS

Accenture's team brings extensive hands-on experience interpreting and enforcing complex contract documents, City/District Standard Plans, and Caltrans Standard Specifications for municipal water and wastewater infrastructure projects. Our inspectors and construction managers begin each assignment with a thorough review of the project's plans, technical specifications, special provisions, and applicable City/District standards to ensure absolute clarity on construction requirements, material standards, sequencing constraints, and regulatory obligations.

Because our team has managed hundreds of miles of pipeline, utility relocations, roadway restoration, and facility improvements across Southern California, we are already deeply familiar with the governing standards commonly adopted by the City of Garden Grove and other regional agencies. This expertise allows us to quickly identify discrepancies, anticipate conflicts before they impact the field, and provide informed guidance to the Contractor and City staff. Our disciplined approach ensures that every inspection, field decision, and recommendation is grounded in a complete and current understanding of the contract documents—supporting the City/District in maintaining conformance, protecting project quality, and upholding the integrity of the work.

EXISTING SITE CONDITIONS

Accenture I&CP begins every water and sewer construction management and inspection assignment with a thorough review of existing site and field conditions, establish that our team understands the physical environment, underground utility layout, and any location-specific constraints before work begins. Our inspectors review approved plans, prior as-builts, GIS updates, and relevant water and sewer inspection guidelines—including the City's designated points of contact for sewer, water, traffic control, and right-of-way issues—to verify that all existing facilities are accurately represented. We conduct detailed preconstruction site walks to identify utilities, access limitations, service connection locations, traffic impacts, surface improvements, and any features requiring protection.

As incumbent inspectors for the City, our team is already familiar with Garden Grove's internal procedures, documentation expectations, and field protocols, which allows us to proactively



recognize conditions that affect constructability and sequencing. Throughout the project, we maintain continuous situational awareness by monitoring site changes, verifying existing utilities before excavation, and communicating any discrepancies to the City and design team for timely resolution. This disciplined, site-focused process ensures accurate planning, safe construction, and full alignment with the City's requirements for field awareness and professional oversight.

REVIEW TRAFFIC CONTROL PLANS

Our team will thoroughly review all traffic control plans and verify full compliance with the requirements established by the City's Traffic Engineer, the latest California MUTCD, and the Work Area Traffic Control Handbook (WATCH) standards. During construction, we will actively monitor field conditions to verify that signage, lane closures, detours, pedestrian routes, and work-zone protections are properly implemented and maintained throughout the duration of the project.

For example, during a sewer main replacement along a residential street, our inspector will verify that the contractor has properly installed advance-warning signs such as "Road Work Ahead," "Lane Shift," or "Steel Plate Ahead" per MUTCD standards, and that detour signs are positioned to maintain safe vehicle circulation around open-trench excavations. Similarly, during a water main shutdown and tie-in, we will confirm that appropriate nighttime or off-peak traffic control measures—such as flaggers, channelizers, and high-visibility lighting—are in place to protect both workers and the public. We also verify pedestrian access is preserved around excavation pits, that driveway impacts are safely managed, and that temporary steel plates meet MUTCD loading and skid-resistance requirements when trenching crosses traffic lanes.

INSPECTION REPORTS

Our inspectors prepare clear, comprehensive, and fully compliant daily inspection reports that document the contractor's workforce, equipment, material deliveries, construction activities, and any field issues encountered throughout the day. Our team meticulously records disputes, claims, or potential delays and immediately elevates these items to the City/District's project engineer to ensure timely, well-informed resolution. All directions given to the contractor, along with supporting field observations, are captured in detail to maintain a defensible project record. Inspection reports are submitted weekly in complete, legible format and organized for easy review by City/District staff. In addition, we maintain a strict protocol for identifying and reporting unacceptable work: any nonconforming workmanship, safety hazard, or deviation from the contract documents is promptly communicated to both the Contractor

and the City/District, with written documentation and recommended corrective actions issued the same day. This disciplined reporting and escalation process ensures transparency, protects the City/District's interests, and supports efficient dispute resolution while maintaining the highest standard of construction quality.

MAINTAIN A TICKETS FOLDER

We will maintain a well-organized tickets folder by consistently cataloging all incident reports, service requests, and task-based work items as structured "tickets," verifying each entry is documented, prioritized, and updated throughout its lifecycle. Because tickets represent discrete, trackable units of work—such as incidents, service requests, or small operational tasks—this folder will serve as the centralized repository where all associated documentation, status updates, resolutions, and attachments are stored for easy reference and auditability. Our team will routinely review and update the folder to ensure accuracy, archive completed tickets into clearly labeled subfolders, and maintain a logical, scalable structure so that stakeholders can quickly locate information, monitor progress, and maintain transparency across support and project workflows.

CONTRACT COMPLIANCE OVERSIGHT

Accenture I&CP deploys inspectors trained to interpret and apply all governing documents, including the Construction Contract Documents, City/District Standard Plans and Specifications, Caltrans Standard Specifications, and the Garden Grove Municipal Code. Inspectors maintain an active field presence, verifying work against approved plans and documenting observations through daily reports, photo logs, and issue tracking.

With strong familiarity of the City/District's procedures and standards, our team identifies deviations early, provides clear corrective direction, and promptly elevates issues to City/District engineering staff. Through disciplined document control, field verification, coordination of testing and survey activities, and transparent communication, Accenture I&CP maintains construction alignment with all applicable requirements from start to finish.

PROGRESS PHOTOS

An electronic photo journal will document pre-construction conditions, construction progress, milestones, and completion, with optional video documentation. Accenture I&CP will comply with the City of Garden Grove's requests for color photographs printed on 4" x 6"; stored on a minimum of 32 GB microSD card or USB memory stick; and also provide captions for each photo while describing orientation and the reason why the photograph was taken.



MONITOR UNSAFE CONDITIONS

Accenture I&CP will continuously monitor all project work areas, as well as adjacent public spaces, for any unsafe conditions that may arise during construction. Our field staff will proactively observe site activities with specific attention to traffic control, pedestrian safety, trench safety, and any hazards that could impact workers or the community.

Consistent with our established construction oversight responsibilities, we will promptly report all identified safety concerns to both the City/District and the Contractor to facilitate immediate corrective action and maintain compliance with all applicable safety standards. In fulfilling this role, our team will maintain clear communication, thorough documentation, and vigilant on-site presence to uphold the City/District's expectations for safety, accountability, and risk mitigation.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

Accenture I&CP construction managers will enforce the approved SWPPP to be distributed to the contractor and City/District staff, check that the project is loaded on the state database and that the project complies with the approved Water Quality Management Plan (WQMP). We will verify to comply with all provisions of the Plan and/or other requirements set forth in the specifications. Accenture I&CP staff are well versed in National Pollutant Discharge Elimination System (NPDES) monitoring through the provision of dedicated services for oversight of developers and contractors on behalf of several public agencies. In addition, our Qualified Stormwater Practitioners/Developers (QSP/QSD) staff can prepare and execute the necessary weekly reports as well as mandated pre, during and post-storm reporting if requested.



COST EFFECTIVE PROJECT DELIVERY

Accenture I&CP performs all duties in a manner that promotes cost-effective execution by

combining disciplined field oversight with modern project-delivery tools and structured management practices. Our inspectors and construction managers rely on rigorous daily documentation, including detailed inspection reports, photo journals, and extra-work verification, to prevent rework and avoid unnecessary costs. We also use standardized tracking systems for submittals, RFIs, working days, materials testing, and change orders to maintain tight control over project progress and financial exposure.

Additionally, our team integrates data-driven project controls, digital documentation workflows, and AI-enabled analysis to improve decision-making efficiency and reduce delays. This combination of on-site technical expertise, structured processes, and digital tools ensures that work is executed efficiently, risks are minimized, and the City/District receives consistent, cost-conscious project delivery across all water and sewer improvements.

MATERIALS AND WORKMANSHIP APPROVAL

Accenture I&CP will verify that all materials and workmanship meet contract requirements through continuous inspection and field oversight. Our inspectors remain onsite during active work, confirming that contractor methods, materials, and installations comply with approved plans, specifications, and standards.

We review submittals and test results, monitor key field activities such as trenching, utility installation, and pavement restoration, and document observations through daily reports, photographs, and compliance checklists. When deviations occur, we notify the contractor, require corrective action, and confirm compliance before work proceeds. While final approval rests with the Project Engineer and other authorities, we serve as the City's first line of quality assurance, independently verifying conformance and protecting the integrity of its infrastructure investments.

COORDINATE AND PROVIDE INSPECTION

Accenture I&CP will provide and coordinate inspection services for all trades identified in the contract documents, including any approved change order work. Our inspectors review project plans, specifications, and applicable City/District standards to prepare for comprehensive, multi-discipline oversight.

During construction, we maintain active field presence to monitor civil, structural, mechanical, electrical, utility, paving, traffic control, and restoration activities, documenting compliance through daily reports and photo records. For change order items, we review the revised scope, adjust inspection coverage as needed,



and coordinate with City staff and contractors to confirm all new or modified work is properly inspected and documented.

COORDINATE COMPACTION AND MATERIALS TESTING

Accenture I&CP will coordinate all compaction and materials testing in close partnership with the City’s/District’s geotechnical consultant, verifying that every phase of earthwork and utility installation complies with contract requirements and City standards. Our inspectors begin by reviewing the project’s geotechnical recommendations, testing matrix, and contract specifications, then scheduling all compaction and materials testing directly with the City/District’s designated consultant in advance of field activities.

COORDINATE SURVEY REQUESTS

Accenture I&CP will coordinate all survey requests directly with the City’s/District’s designated survey consultant, verifying that survey activities are properly scheduled, scoped, and documented to support the project’s construction and inspection needs. Upon identifying a survey requirement—such as establishing construction control, staking utility alignments, or verifying as-built conditions—our inspector or construction manager will prepare a formal survey request detailing the survey type, location, required deliverables, and timing. We will transmit the request to the City/District’s survey consultant, confirm availability, and coordinate access to the work zone, including any necessary traffic control or utility clearances.

Accenture will then meet the survey crew onsite to walk the limits of work, verify the desired control points, and ensure field conditions match expectations. Once the survey work is completed, we will collect and review deliverables (e.g., cut sheets, staking notes, as-built sketches) and incorporate them into project documentation to maintain accuracy, traceability, and conformance with the contract documents. This structured approach ensures that survey work is aligned with project needs and supports the City/District’s expectations for precise, reliable field verification.

COORDINATE AND OVERSEE SHUTDOWNS, FLUSHING, DISINFECTION, AND TESTING

Accenture I&CP will coordinate all water main shutdowns and oversee flushing, disinfection, and testing in alignment with City/District procedures and regulatory requirements. Prior to scheduling a shutdown, we will verify that all required materials and submittals have been reviewed and approved by the City’s Water Division. We will notify the designated water inspector at least one week in advance to

coordinate system impacts and laboratory sampling.

During the shutdown, our inspectors will confirm the system is safely isolated, adjacent services are protected, and required communications are completed. We will oversee flushing and chlorination, verifying chlorine concentrations, contact times, and residual levels comply with NSF and AWWA standards and City requirements. Following disinfection, we will coordinate bacteriological sampling, track laboratory results, and hold the system out of service until passing results are received. All activities will be fully documented in the daily inspection report to maintain traceability and compliance with City/District requirements.

CONTRACTOR’S DAILY EXTRA WORK REPORTS VERIFICATION

Accenture I&CP’s inspectors will review and sign the Contractor’s daily extra work reports using a structured, evidence based process that verifies all force account work is accurate and compliant with City or District requirements. Each day, inspectors confirm reported labor, equipment, and material quantities against field observations, validating crew sizes, equipment hours, deliveries, and completed tasks.

Any discrepancies are addressed with the Contractor before signature. Once verified, the inspector signs the report and submits it to the City or District as part of the documentation process. This approach supports transparent, well documented force account tracking for future change order evaluation in accordance with Garden Grove’s CM and I scope of services.

CONTRACT CHANGE ORDER ASSISTANCE AND DOCUMENTATION

Accenture I&CP will support the City/District through a structured and fully documented change order review and negotiation process. Upon receipt of a change order request, our Construction Manager will log the request, review supporting documentation, verify quantities and cost impacts, and evaluate entitlement under the contract documents.

We will coordinate discussions with the Contractor and City/District to clarify scope, assess schedule impacts, and evaluate cost effective options. Acting as a neutral, fact driven facilitator, Accenture will provide documented findings, cost analyses, and negotiation recommendations to the Project Engineer, who retains final approval authority.

Our role is to provide accurate information and well supported recommendations so the City/District can make timely, informed decisions while maintaining productive contractor relationships.



REVIEW CONTRACTOR'S PAYMENT REQUESTS AND WORK PROGRESS

Accenture I&CP will review the Contractor's payment requests and verify completed quantities through a structured, evidence based process that confirms accuracy, fairness, and compliance with the contract documents. Our Construction Manager and inspectors compare each request against daily inspection reports, delivery tickets, field measurements, verified quantities, and documented progress, including extra work and change order tracking.

After confirming quantities and compliance, Accenture prepares a progress payment assessment summarizing earned work, adjustments, withheld items, and recommended payment amounts. We review this information with the City/District's Project Engineer, who retains final approval authority, providing clear documentation to support each line item.

Through this disciplined process, Accenture safeguards the City/District's financial interests while maintaining transparency and accountability in Contractor progress payments.

PRE-CONSTRUCTION MEETINGS AND WEEKLY CONSTRUCTION PROGRESS MEETINGS

Accenture I&CP will support the City/District by leading preconstruction meetings that establish communication protocols, define technical and administrative requirements, review safety and site

logistics, confirm submittals and scheduling, and coordinate field issues such as utilities, traffic, and City-specific expectations. Our multidisciplinary team will attend fully prepared project documentation, guide discussions to drive decisions, ensure compliance with City standards, and maintain alignment with municipal departments. We will also manage public-facing coordination, document all action items and decisions, and distribute thorough meeting minutes to uphold transparency, consistency, and accountability throughout the project. Weekly meetings will address progress, schedule, two-week lookaheads, safety, WPCP compliance, and issue resolution. Accenture I&CP will prepare agendas, maintain action logs, and distribute meeting minutes. Daily check-ins will supplement formal meetings. Business coordination will include weekly outreach, 72-hour access notifications, mitigation planning, and centralized documentation of concerns.

WRITTEN INSTRUCTIONS TO CONTRACTOR

Accenture I&CP's inspectors will issue clear, contract compliant written instructions to the Contractor for routine matters such as sequencing, safety, access coordination, traffic control, and quality requirements. All instructions will be logged, dated, and referenced to the applicable specifications or plan sheets to maintain traceability and support documentation needs.

When immediate field action is required, inspectors will provide verbal direction to the Contractor's superintendent, followed by written confirmation to maintain an auditable record. Accenture operates under the authority of the City/District's Project Engineer, whose direction governs design interpretation and contract intent. Through disciplined communication and thorough documentation, Accenture protects the City/District's interests and maintains alignment with contract requirements.

PRE-FINAL INSPECTION AND PUNCH LIST

Accenture I&CP will conduct a comprehensive prefinal inspection at project completion to verify compliance with the contract documents, applicable codes, City/District standards, and approved change order work. Inspectors will review the full project alignment, including utilities, surface restoration, traffic control, paving, appurtenances, and related components. Deficiencies will be documented in a written punch list with locations, photographs, and required corrective actions, and issued to the Contractor and City/District.

After the Contractor addresses the punch list items, Accenture I&CP will perform a final inspection to confirm corrective work meets City/District



expectations. If the project is complete with no outstanding deficiencies, we will provide a written recommendation for formal acceptance, summarizing inspection results, corrective actions, warranty obligations, and as built status.

VERIFY AS-BUILT PLANS

Accenture I&CP will verify the Contractor’s progress on as built plan preparation monthly as part of routine construction administration. Our Construction Manager and inspectors will compare red line drawings against field conditions, daily reports, approved RFIs, change orders, survey data, and testing records to confirm design revisions and field modifications are accurately documented.

Discrepancies or omissions will be communicated to the Contractor for correction, with follow up verification performed to confirm resolution. Accenture I&CP will maintain version control and track as built status during monthly coordination meetings. Once verified, we will submit organized hard copy and electronic red line drawings to the City/District’s Project Engineer to support record drawings, project closeout, and long term asset management.

CONFIRM THE REESTABLISHMENT OF SURVEY MONUMENTS

Accenture I&CP will confirm the reestablishment of all survey monuments impacted by construction activities in full compliance with Senate Bill 1563, verifying that all boundary and control monuments are properly preserved, referenced, and restored in accordance with legal requirements. Our inspection staff will track survey monument preservation and replacement throughout the course of the work, verify that the Contractor’s monumentation activities meet statutory obligations, and document all survey monument reestablishment as required by the City.

CONSTRUCTION MANAGER

PRECONSTRUCTION MEETINGS AND MEETING MINUTES

Accenture I&CP will prepare and conduct the preconstruction meeting following a comprehensive review of the contract documents, technical specifications, permits, utility requirements, and City/District standards. Our Construction Manager will develop a structured agenda addressing safety protocols, communication procedures, document control processes, submittal and RFI workflows, traffic control requirements, schedule milestones, and roles and responsibilities.

During the meeting, our Construction Manager will confirm administrative procedures, reporting

expectations, working day tracking, and coordination protocols among the Contractor, City/District staff, and design consultants. Detailed meeting minutes summarizing decisions, action items, assigned responsibilities, and follow up requirements will be distributed to all stakeholders and uploaded to the City/District’s designated system.

PREPARE PROJECT CORRESPONDENCE LOG

Accenture I&CP will maintain a comprehensive Project Correspondence Log organized under the required categories: Contractor, General, Inspection, Reports, Materials, Survey, Working Days, and Finance. The log will document incoming and outgoing communications, reference related contract sections when applicable, and track response deadlines and status.

This structured log supports traceability, coordination, and documentation of project activities, and will be updated regularly and shared with the City/District to maintain visibility of project communications and contract administration.

WEEKLY STATEMENT OF WORKING DAYS

Our Construction Manager will document daily construction activities, weather conditions, staffing levels, delays, and production impacts through daily inspection reports. Based on this documentation, Accenture I&CP will prepare a formal Weekly Statement of Working Days identifying working days charged, non working days, excusable or compensable delays, time extensions, and remaining contract time.

The statement will be submitted weekly to both the Contractor and City/District, providing a clear record of contract time usage and supporting accurate schedule management.

COORDINATE CONSTRUCTION ISSUES

Accenture I&CP will maintain proactive communication with City/District staff, design consultants, and the Contractor to identify and resolve construction conflicts, technical questions, and coordination issues. Submittals and RFIs will be logged upon receipt, reviewed for completeness, and routed to the appropriate reviewer when specialized expertise is required.

Our Construction Manager will track each item through resolution, document responses, and communicate decisions promptly to prevent delays and maintain project momentum.

PROGRESS MEETINGS



Accenture I&CP will conduct weekly or bi weekly construction progress meetings, adjusting frequency as needed based on project complexity and field conditions. Meetings will address schedule status, critical path activities, safety performance, quality observations, pending submittals and RFIs, change order status, and upcoming work.

Meeting minutes prepared by our Construction Manager will document key discussions, commitments, and action items, providing a formal record for the City/District and Contractor.

SUBMITTALS AND SHOP DRAWINGS

All Contractor submittals and shop drawings will be received, logged, and reviewed for compliance with the contract documents, City/District standards, and applicable specifications. Each submittal will be tracked through the review cycle with clear status identification and response deadlines.

If a submittal falls outside the Construction Manager's discipline, Accenture I&CP will coordinate review by the design consultant at the City/District's direction, and our Construction Manager will track the item through final disposition.

DOCUMENT TRACKING SYSTEM

Accenture I&CP will maintain a digital document tracking system covering submittals, RFIs, field orders, change orders, claims, inspection reports, and test reports. Each document will be assigned a unique identifier, logged by date received, routed to the appropriate reviewer, and tracked to closure.

This system provides transparency, supports audit readiness, and allows the City/District to monitor status and outstanding items throughout construction.

PROGRESS SCHEDULES

Our Construction Managers will review baseline and updated progress schedules on a continuous basis, comparing planned versus actual performance and evaluating critical path impacts. Accenture I&CP will provide the City/District with written assessments identifying delays, sequencing issues, and potential risks, along with practical recommendations to improve schedule adherence.

PROJECT CLOSEOUT

Accenture I&CP will perform comprehensive project closeout services, beginning with confirmation of punch list completion and verification of final field corrections. Our Construction Managers will organize and reconcile inspection reports, test results, material certifications, RFIs, submittals, change orders, working day records, and financial documentation.

A complete and organized closeout package will be

assembled and submitted to the City/District for review and approval, providing a clear and retrievable project record to support long term asset management.





"On-Call" CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR VARIOUS WATER AND SEWER IMPROVEMENTS PROJECTS

"Not to Exceed" Hourly Labor Rates

Position	2026	2027	2028	2029
Principal	\$240	\$247	\$255	\$262
Technical Expert	\$240	\$247	\$255	\$262
Senior Construction Manager	\$225	\$232	\$239	\$246
Construction Manager	\$200	\$206	\$212	\$219
Inspector (Prevailing Wage)	\$195	\$201	\$207	\$213
Inspector (Non-Prevailing Wage)	\$180	\$185	\$191	\$197
Admin	\$110	\$113	\$117	\$120
Labor Compliance Manager	\$125	\$129	\$133	\$137

NOTES:

Premium Time for Inspectors - Overtime for inspection staff will be 150% of base rate for any Overtime and Saturday work and 200% of base rate for any double time, holidays and Sunday work.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made 26th day of May, 2026, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), **GARDEN GROVE SANITARY DISTRICT**, a California special district, and **West Yost & Associates, Inc.** herein after referred to as "CONSULTANT".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council/GGSD Board approval dated May 26, 2026
2. CITY/DISTRICT desire(s) to utilize the services of CONSULTANT to **provide on-call construction management and inspection services listed in Attachment "A"**.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.
4. CITY/DISTRICT shall hereinafter be referred to as "CITY."

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be cover services rendered from the date of this Agreement until compensation reaches the not to exceed amount or sooner terminated per section 3.5. There shall be an option to extend the performance period of this Agreement by an additional three option years in one-year increments, with additional compensation of \$250,000 (two hundred and fifty thousand dollars) for each option year exercised. Extensions shall be executed at the sole discretion of the CITY.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks, including but not limited to work plan listed in Attachment "A", and is incorporated herein by reference. The Attachment and this Agreement do not guarantee any specific amount of work. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with customary and usual practices in CONSULTANT'S profession and the standards prevalent in the industry for such services. 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.** The compensation for services under this Agreement shall be determined based on the scope and nature of future project proposals mutually agreed up by both parties, payable in arrears and in accordance with scope of work in Attachment "A". For each project, the CONSULTANT shall submit a detailed proposal outlining the scope of work, timeline, and estimated costs. Upon CITY approval of the proposal, compensation for the specific project will be

defined and agreed upon in writing, either as a fixed fee, hourly rate, or other agreed-upon method.

- 3.2. Not to Exceed. The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to CITY on an hourly basis, except where otherwise set forth herein, provided compensation under this Proposal shall not exceed \$500,000. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any services rendered in connection with a 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 City Manager. The Proposal and this Agreement do not guarantee any specific amount of work.
- 3.3. PAYMENT. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONSULTANT must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on Rate and Fee Estimate included in Attachment "A".
- 3.4. RECORDS OF EXPENSES. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.5. TERMINATION. CITY and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would 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 CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 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 CITY, 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 an amount not less than \$2,000,000.00 per occurrence **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to the CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- b. Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to the CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- c. Professional liability in an amount not less than \$2,000,000.00. 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 CITY. 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 either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, 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 CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and 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 CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, 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 CONSULTANT.** It is agreed to that CONSULTANT shall act and be an independent CONSULTANT and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
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 CONSULTANTS and sub-CONSULTANTS performing any of the work pursuant to this Agreement 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 City 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. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. Consultant and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONSULTANT provides proof of registration to the CITY. CONSULTANT shall be responsible for CONSULTANT's compliance in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. CONSULTANT shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONSULTANT.
10. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
11. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
12. **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.
13. **Notices.** All notices shall be personally delivered or mailed to the below listed address, 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:

West Yost & Associates, Inc.
25 Edelman, Suite 120
Irvine, CA 92618

- b. Address of CITY is as follows:

City Manager/General Manager
City of Garden Grove/GGSD
11222 Acacia Parkway
Garden Grove, CA 92840

14. **CONSULTANT'S PROPOSAL.** This Agreement shall include CONSULTANT'S proposal which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
15. **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.
16. **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 CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
17. **Time of Essence.** Time is of the essence in the performance of this Agreement.
18. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its sub-CONSULTANT as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any sub-CONSULTANT and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
19. **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.
20. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless CITY 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, sub-CONSULTANTS, or independent

CONSULTANTS hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, 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.

21. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
22. **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 CITY and CONSULTANT.
23. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
24. **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.
25. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
26. **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.

(Agreement Signature Block on Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

Date: _____

"DISTRICT"
GARDEN GROVE SANITARY DISTRICT

By: _____
General Manager

ATTESTED:

City Clerk/Secretary

Date: _____

"CONSULTANT"
West Yost & Associates, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

CONSULTANT's License: _____

Expiration Date _____

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

APPROVED AS TO FORM:

City Attorney/General Counsel

Date



SECTION 6 COMPANY COMMITMENT

West Yost's construction management approach to company commitment is to assign the personnel acceptable to the City for the entire duration of the project. We have included additional CM and inspection staff members in the org chart for resiliency in the event of being assigned overlapping projects and/or for support for vacation or sick leave coverage.

We understand that effective construction management is not simply oversight. It is leadership, coordination, anticipation, and protection of the Owner's interests from preconstruction through final acceptance with consistency and transparency. Our approach to on-call Construction Management and Inspection services for the City of Garden Grove is grounded in the same principles that have guided our successful programs for Modesto, Sacramento, and Folsom. These principles include proactive risk management, disciplined documentation, firm but fair contract enforcement, and strong collaboration with all stakeholders.

We recognize that Garden Grove's capital improvement and development projects will vary in complexity, duration, and staffing needs. Workload may fluctuate from short-term inspection assignments to multi-month, high-visibility utility and facility projects. Our team is structured to respond immediately to these changing demands while maintaining continuity of personnel so that projects do not suffer from inconsistent oversight.

Safety is central to our approach. While the Contractor remains responsible for jobsite safety, we embrace the concept of a multi-employer work site where everyone has a role in preventing incidents. Our staff will observe work practices, identify unsafe conditions, and document concerns. We are proud of our exemplary safety record and expect the same commitment from contractors working on City projects.

Above all, our commitment is simple. No surprises. Through early identification of risk, thorough preparation, and clear communication, we help ensure projects are delivered safely, on schedule, within budget, and in compliance with the contract documents.

Construction Inspection Services

West Yost inspectors will serve as the City and District's on-site representative and primary field liaison with the Contractor. In this role, we act as the Owner's advocate, verifying compliance with the contract documents while facilitating efficient progress of the work.

Our inspection services begin with a thorough understanding of the project. Inspectors will review the plans, specifications, standard details, and site conditions prior to the start of construction. We do not wait for issues to arise. We actively anticipate potential conflicts

such as utility crossings, shutdown constraints, trenchless installation risks, traffic control challenges, and public interface impacts.

Daily inspection will include observation of all work performed under the contract and approved change orders. This includes verification of pipeline installation, both open cut and trenchless, manhole construction and rehabilitation, valve and hydrant installations, service reconnections, cathodic protection systems, structural rehabilitation, and facility improvements. For water projects, special attention will be given to shutdown sequencing, tie-ins, flushing, disinfection, pressure testing, and coordination with Operations staff. For sewer projects, inspection will include trench safety awareness, shoring systems, compaction verification, mandrel testing, CCTV review, and surface restoration. Our inspectors will prepare detailed daily reports documenting labor, equipment, quantities installed, field conditions, test results, and any disputes or concerns. We believe documentation resolves issues before they become claims. Photographs will be taken before construction, during critical operations, and upon completion. Each image will be captioned and archived to create a comprehensive visual record of the project.

Traffic control compliance will be actively monitored. We understand that construction in active roadways and neighborhoods requires strict enforcement of approved Traffic Control Plans and adherence to MUTCD standards. We will verify signage, taper lengths, buffer zones, and flagging procedures. If unsafe conditions are observed, we act immediately.

Stormwater compliance will also be monitored in accordance with the project's SWPPP. Inspectors will verify that best management practices are installed and maintained, particularly during rain events. Any deficiencies will be documented and brought to the Contractor's attention for prompt correction.

Materials testing and special inspections will be coordinated with the City's geotechnical consultant. We will track compaction locations and test results to confirm full coverage and compliance. Failed tests will be addressed immediately, with rework verified before progression. We also coordinate survey requests, monument preservation and reestablishment, and confirm compliance with applicable regulations.

Force account work will be verified daily. Extra work tickets will be reviewed for accuracy in labor, equipment, and materials prior to signature. Payment applications will be carefully reviewed to confirm installed quantities, stored materials, and percent completion. We understand that progress payments reflect public funds and require diligent verification.

Prior to project completion, we will conduct pre-final inspections, prepare detailed punch lists, and verify completion of corrective work. As-built drawings will be reviewed monthly to ensure accuracy and completeness prior to final acceptance.

Start-Up, Commissioning, and SCADA Programming & Integration

The key to successful delivery of any project that includes electrical and equipment upgrades with instrumentation, and SCADA implementation requires early planning, well before completion of civil, structural, and mechanical infrastructure. To achieve this, our CM&I team coordinates with our OTCR team at the onset of projects to establish start-up and commissioning expectations with the project team. This process includes meeting with the Contractor to review critical path electrical, instrumentation, and controls (EI&C) submittals and RFIs to prioritize long lead items and minimize resubmittals to the extent possible. The CM team also ensures that the Owner's operations and maintenance (O&M) staff is included in the start-up and commissioning discussions, factory acceptance and site testing phases, and Contractor led training sessions for a smooth transition from substantial completion to beneficial use. Please see Section 7 for further details regarding our start-up and commissioning approach.

Construction Management Services

When assigned as Construction Manager or Resident Engineer, West Yost will provide structured leadership and contract administration support to the City. Our process begins with a comprehensive preconstruction meeting.

At this meeting, we establish expectations for submittal procedures, RFI protocols, working day tracking, change management, shutdown coordination, and communication pathways. Early clarity prevents downstream conflict.

The CM Administrator will implement a structured document control system that tracks submittals, RFIs, potential change orders, field directives, correspondence, inspection reports, and test results. Submittals are logged and reviewed promptly. If review by the design consultant is required, we track response times to prevent schedule impacts. RFIs are processed systematically, and when scope or cost implications arise, we initiate a Potential Change Order log entry to ensure formal tracking.

Change management is handled with discipline and fairness. We evaluate entitlement first, then cost and schedule impact. Negotiations are conducted collaboratively but firmly, with the goal of achieving equitable pricing while protecting the City's interests. We prepare and process formal Change Orders in accordance with City procedures. Schedule management includes review of the Contractor's baseline CPM schedule and

monthly updates. We track working days, document delays, and request recovery schedules when progress slips. Our philosophy is to address schedule concerns early, before delay becomes claim.

Weekly or biweekly progress meetings are conducted to maintain alignment among the City, Contractor, and design consultant. Open items are tracked through resolution. Communication remains proactive, transparent, and solution-oriented.

During startup and commissioning of pump stations, reservoirs, SCADA systems, and treatment facilities, we coordinate closely with Operations staff to ensure a smooth transition from construction to active service. Testing plans are reviewed, witnessed, and documented. We verify that operations and maintenance manuals and training requirements are satisfied before final acceptance.

Project closeout includes confirmation of warranties, lien releases, stop notice resolution, final testing documentation, and organized turnover of project records.

Specialized Utility and Facility Expertise

Garden Grove's program includes water mains, sewer mains, reservoirs, booster pump stations, wells, SCADA improvements, and development-related utility installations. West Yost brings deep experience in all of these areas.

For pipeline projects, we provide expertise in large-diameter installations, trenchless construction, cured-in-place pipe rehabilitation, deep excavations, groundwater management, and public interface coordination. For reservoir and facility rehabilitation projects, we oversee coatings, structural retrofits, fall protection systems, cathodic protection, and electrical upgrades.

For pump stations and wells, we inspect mechanical systems, verify variable frequency drive installation, witness startup, and coordinate SCADA integration. For SCADA modernization projects, we oversee panel retrofits, instrumentation installation, PLC programming coordination, and system testing.

Development projects require particular attention to detail and responsiveness. We provide inspection of water services, fire services, sewer laterals, cleanouts, hydrant relocations, and manhole modifications to ensure compliance with City standards.

Quality Assurance and Team Continuity

Our CM and inspection philosophy is built around several key principles:

- Be the most knowledgeable participant on the project.

- Think ahead to identify risk before it impacts cost or schedule.
- Be firm but fair in enforcing the contract.
- Escalate issues promptly so the field team can keep building.
- Document thoroughly because documentation resolves disputes.
- Recognize that the project is not complete until all closeout activities are finalized.

Each project will have a primary assigned inspector and a designated alternate to ensure continuity. The City will not experience monthly staff rotation. We understand

that relationships and familiarity with project details are critical to success.

Exceptions and Clarifications

West Yost will perform services consistent with the professional standard of care. The Contractor retains responsibility for site safety, means and methods, and regulatory compliance. Design changes will not be made without written authorization. Geotechnical testing and survey services are assumed to be provided by City consultants unless separately authorized.



This \$28 million recycled water pipeline project was constructed to convey Title 22 recycled wastewater from the City of Turlock's outfall location at the San Joaquin River to the City of Modesto's effluent pump station location about 7 miles away.



SECTION 7

PROJECT MANAGEMENT

Typical Detailed Scope of Services

Below is our project management approach and typical detailed scope of services to provide CM&I services for the types of projects listed in the RFP. The scope is broken down into phases of a construction contract, followed by the lists of tasks, and detailed descriptions, methods, and techniques to perform the tasks in each phase. As we are given on-call assignments, this scope will be adjusted accordingly.

PRECONSTRUCTION PHASE

Preconstruction Conference/NTP: The CM will prepare the agenda, conduct the meeting, and prepare the meeting summary for the preconstruction conference. Open items will be carried over to the first Progress Meeting. The City will prepare the construction contract NTP and issue it to the GC.

Deliverable: Prepare the Preconstruction Conference agenda and meeting minutes.

Preconstruction Photograph and Video Documentation:

The CM and Construction Inspector (CI) will walk the project site and/or alignment with the GC during the preconstruction period to photograph and video the existing conditions prior to the start of the construction work. In addition, the resident inspector will monitor and catalog the GC's video surveys prior to installation of new water services on private property as described in Special Provisions Section 5-1.07.

Deliverable: Photographs and video recordings of the existing conditions of properties along the routing of the pipeline including private property fences, irrigation systems, utility poles, roadway conditions, and other visible infrastructure.

ENVIRONMENTAL & PERMITTING

Permit/Environmental Compliance: West Yost will oversee and monitor the proper administration of the storm water pollution prevention plan (SWPPP). Preparation and transmittal of the pre- and post-event inspection reports prepared by the GC's Qualified SWPPP Practitioner (QSP) will be tracked by the CM team. These reports and any revisions needed to the SWPPP will be confirmed by West Yost and will be retained in the field SWPPP files. Any other environmental documentation (i.e., CEQA, mitigation measures, etc.) made available by the City will be reviewed and enforced.

Deliverable: Update the permit tracking log, responses to the SWPPP reviews, and inspection reports needed to comply with individual permit requirements.

CONSTRUCTION PHASE

Site Safety: West Yost will provide safety-related equipment to its project staff. We will conduct biweekly safety meetings with our field staff and report any incidents to the City. We will monitor the safety program and practices of the GC to confirm they are providing a safe work site for our staff members and those of the City. Safety will be the first item on our standing progress meeting agenda. If unsafe acts or potentially unsafe situations are found during inspections or general observations of the work, we will immediately notify the GC to act. Any incidents that occur will be followed up on with the GC after receipt of their incident report. The report will be shared with the City.

Deliverable: Summary of biweekly safety tailgate meetings and any incident report generated by the GC or the CM.

Correspondence/Document Control: West Yost will be the point of contact for all matters related to the administration of the construction contract with the GC selected for the project. All incoming and outgoing correspondence related to the project will be through the West Yost CM. This includes maintaining the project records in the web-based DCS, Procore, provided by West Yost.

Deliverable: Preparation of all outgoing correspondence such as letters, memos, submittal reviews, RFI responses, RFPs, change orders, progress payments, etc. that are generated within the web-based DCS.

Traffic Control Plans: The CM, Inspector, the City, and the Design Engineer will review the traffic control plans submitted by the GC to confirm the adequacy of compliance with the contract requirements. We will contact the local authorities to confirm that their concerns have been addressed.

Deliverables: Review comments for each of the traffic control plans submitted by the GC.

Requests for Information (RFIs): The CM team will receive all RFIs generated and issued by the construction GC and will be initially reviewed by West Yost then forwarded to the design consultant. Responses by the design consultant will be reviewed for completeness and, if found satisfactory, returned to the GC.

If the response appears to have changed the contract scope, quality, or time, a potential change order (PCO) number will be assigned and used to track its resolution to closeout. Logs will be generated and discussed during the weekly change order meetings.

Deliverable: *Make final edits to the response which may include information on forthcoming change orders or field directives and update the RFI log weekly.*

Submittals: The CM team will receive all shop drawings, product data, certifications, work plans, schedules, etc. typically required of construction contracts and confirm that they are uploaded in the DCS by the GC. The submittals that are related to the design shall be forwarded to the City for review and comment. We will input the review comments into the DCS and formally return the submittal to the GC. Logs will be maintained showing submittals in for review, submittals that have been returned with Amend and Resubmit status, and submittals not yet transmitted by the GC. Construction-related submittals such as work plans, safety plans, SWPPPs, shoring plans, etc. will be reviewed with the submittal and comments transmitted to the City for their records.

Deliverable: *Collate the review comments received by the design engineer and/or plant O&M staff and return to the GC. Prepare logs of current submittals in review and submittals needing to be resubmitted.*

Monthly Status Reports: We will prepare monthly status reports to communicate to the City, and outside agencies (if necessary) the progress of the work. The reporting will predominantly be through job site photos and captions. Additional information will include project issues and tracking of special or contentious items. The monthly report will include information on schedule adherence, cost management, project issues, and the status of the CM contract.

Deliverable: *Prepare and issue monthly status reports and present during monthly construction meetings.*

TIME MANAGEMENT

Preconstruction Scheduling Meeting: The CM team will arrange and conduct the Preconstruction Scheduling Meeting defined in the contract specifications. The meeting agenda and the meeting summary will be prepared by West Yost.

Deliverable: *Prepare and issue the meeting agenda and meeting summary.*

Schedule Management: We will arrange and conduct the preconstruction scheduling meeting and review the GC's baseline CPM schedule and monthly updates to confirm

that the schedule meets the contract requirements and is updated each month with correct progress, adjustments, changes, and summaries. If there are challenges/delays in obtaining an acceptable schedule from the GC, West Yost will recommend an appropriately valued withhold to subsequent progress payments to motivate the GC to corrective action. If the schedule appears to be slipping, a Recovery Schedule will be requested from the GC and the responsible party will be determined. Our scope includes the issuance of the Weekly Statement of Contract Time report that identifies the conditions of each day's work, weather, and other impacts beyond the control of the GC and any time extensions that were authorized in a change order or resulting from weather impacts.

Deliverable: *Prepare and issue the Weekly Statement of Contract Time. Prepare and issue the review comments to the preliminary schedule, baseline schedule, and the monthly schedule updates.*

COST MANAGEMENT

Progress Payments: The CM and CI will review the updated Monthly Progress Payments, compare the amounts identified by the GC, and either accept the amount requested or negotiate a different amount. A summary document will be prepared and signed off by the West Yost CM and the GC certifying the amount due. The progress payment request will be transmitted to the City for approval, processing, and payment.

Deliverable: *Review and approve the GC's monthly progress payments, CM sign off, and submittal to the City for continued processing, perform labor compliance interviews, confirm receipt of GC's certified payroll reports, and provide Bid Item Payment Sheets.*

As-Built Record Drawings: Each month as part of the progress payment approval process, we will review the GC's record set of as-built drawings and specifications. Notations such as RFI responses, clarifications, and change orders will be checked. The progress payments may be withheld until the record drawings are maintained to an acceptable level. At project closeout, the GC will transmit their as-built record drawings to West Yost. West Yost will review these updated plans and compare them with our version of the as-built conditions. If found to be acceptable, the West Yost CM will formally transmit those documents to the designer for incorporation into the final CAD drawing files.

Deliverable: *Weekly updates to the CM's as-built/conformed set of record drawings and specifications and transmittal of the CM's and GC's as-built record drawings to the design engineer at the conclusion of the project.*

Labor Compliance: West Yost will confirm receipt of the monthly certified payroll reports (CPRs) submitted by the GC and perform spot checks of the GC's CPRs to confirm general accuracy and completeness. We will register the CM services portion of the contract on the California Department of Industrial Relations (DIR) website and will upload our certified payroll records for the prevailing wage inspection positions. We will also monitor the GC's compliance with uploading their CPRs to the DIR website.

Deliverable: Monthly craft labor interviews, and a document that confirms receipt of the CPRs by the City for Progress Payment processing.

Change Orders: We will create and maintain a PCO log that will be used to track project issues and known changes that have been identified by the GC through RFIs and/or Change Order Requests and by City-initiated changes. Management of the individual PCO will involve preparing a rough order-of-magnitude cost estimate and reviewing/estimating potential time impacts. Each item will be reviewed with the City to obtain their concurrence that the item is valid. If the work is necessary, negotiations will attempt to obtain a fair price for the work. If a fair price cannot be reached, or there is no time to negotiate, we will direct the work to proceed on time & materials via a Field Order/Directive. A final price will be summarized and agreed upon.

West Yost will prepare formal change orders per City internal procedures. Once fully agreed the costs will be included in the GC's schedule of values and West Yost will confirm the correct percent complete by which to authorize payment for each progress payment request submitted by the GC.

Deliverable: PCO Log, RFPs for potential change orders, individual agreed-to change orders for the GC's and City's signature, and field directives for change order work that can't be negotiated in time or can't obtain an agreed-to lump-sum quote.

DISPUTE MANAGEMENT

Dispute/Claim Resolution: If the attempts to resolve disputes with the GC at the field level are not successful, the CM will lead an informal partnering effort to resolve disputes/claims with the GC. The resolution process will involve a detailed review and summary of the contract wording and presentation to ascertain a fair interpretation of the contract requirements to present to the City. After reviewing findings with the City, a meeting will be held with the GC to present the findings and to hear their position. If there is a dispute with entitlement, the resolution will use an issue escalation process to resolve the matter at higher management levels of West Yost, the City, and the GC. If an equitable agreement still cannot

be made, we will direct the GC to follow the guidelines in the front-end documents for filing a claim and then follow the requirements of the contract in resolving disputes in a more formal manner.

Deliverable: Issue summary including the applicable contract language, interpretation, public contract code rules, and a summary of the GC's position including the cost and time impacts to any dispute or claim situation that may develop.

Weekly Progress/Monthly Construction Meetings: We will prepare agendas and minutes, conduct the weekly progress meetings with the GC, City staff, environmental consultants (if necessary), City staff, and other members of the project team to review overall progress, coordination, and communication related to safety, submittals, RFIs, changes, progress payments, coordination with operations, progress schedules, and quality. If other special meetings are necessary, such as monthly internal project management meetings with the City and Design Engineer, West Yost will prepare agendas, conduct, and collect summaries of the discussions. Open items will be tracked to completion. The meetings will be documented in Procore.

Deliverable: Prepare the agendas and current logs for the meeting and prepare/issue meeting minutes, logs, and the GC's look-ahead schedule.

Quality Control/Inspection: We will provide the day-to-day quality assurance inspection of the GC's performance of the work. This will include confirming compliance with the contract plans, specs, approved submittals, applicable RFI responses, and approved change orders. If work is observed or tested to be in non-compliance with the contract a verbal notice followed by a Non-Compliance Notice (NCN) will be issued to the GC. If an NCN is issued, a corresponding payment value will be withheld on the monthly progress payment until the issue is satisfactorily resolved. Daily inspection reports will be written and kept in the DCS software. The reports will contain a summary of the work performed, important discussions, and photos of the work performed. The overall quality requirements of the contract will be emphasized to the GC with pre-activity quality control meetings to review the planned work, contract requirements, submittals, RFIs, and change orders to confirm mutual understanding of the work.

Deliverable: Photo documentation of existing site conditions along the pipeline routes and photo documentation of project progress, response to the GC's overall QC plan and individual QC plans, concrete testing reports, special inspection reports, on-site CI daily reports, non-compliance notices, stop notices (when appropriate), and a running QC deficiencies report.

Materials Testing & Special Inspection: The City will be contracting with a materials testing & special inspection subconsultant, who will perform standard materials testing, quality assurance sampling, and testing of soil and concrete placement. We anticipate most of the special inspections required will consist of pipe trench subgrade and backfill materials, concrete quality assurance, sampling and compressive strength testing, and asphalt concrete (AC) compaction testing. The tests will comply with contract document requirements.

Deliverable: Test and inspection reports generated by the City's subconsultant for compaction and concrete quality assurance testing.

Public Outreach (Optional Task): At the request of the City, West Yost will provide public outreach support to develop a comprehensive Public Outreach Plan. The plan will serve as a roadmap for communications over the course of the project and highlight communications efforts as they relate to the overall construction timeline and milestones.

The Public Outreach Plan will recognize the dynamic nature of the project with the objective of providing consistent, reliable communication. The plan will outline core messaging, identify audiences and key stakeholders, inventory the communications channels that will be used or established to keep the public informed, and outline communications implementation during construction. The plan will be developed after community data gathering is completed to learn about neighborhood concerns and preferred information delivery channels. This data gathering includes meeting well in advance with local businesses and residents that will be affected by construction to learn of specific concerns or issues we may need to address (access, etc.) and preferred communication channels.

TASK 1 PUBLIC OUTREACH PLAN

We will work closely with the City to develop a comprehensive Public Outreach Plan that includes the following elements, and further defines public outreach activities:

- Outreach goals and desired outcomes
- Target audiences and key stakeholders
- Core messaging and communication channels
- Information sharing tactics specific to construction outreach
- Metrics for tracking the effectiveness of communications

Deliverables: One Draft Outreach Plan; One Final Outreach Plan; Attendance at one project kickoff meeting; Development and maintenance of a stakeholder database

Start-Up & Commissioning: The CM team will confirm that the GC complies with the contract requirements for preparing test plans and procedures and adequately plans the work needed to leak test all newly installed piping and manholes prior to tie-in to the City's existing sewer conveyance and potable water systems. As needed startup meetings will be conducted by West Yost to review performance related to actual testing and issues found during the testing activities. Testing activities (i.e., flushing, disinfection, and hydrostatic leak and/or pressure testing) as appropriate, will be witnessed by West Yost and when appropriate City operations and maintenance staff will be integrated into the activities so that when the operation of the new facilities is transferred to their control the transition will be smooth.

Deliverable: Review of test plans and procedures, commissioning schedule, startup meeting agendas and minutes, test records, and log-in to test plans.

(OPTIONAL TASK) SCADA INTEGRATION SERVICES

West Yost will provide full SCADA integration services for any construction projects requiring integration into the existing SCADA system. This includes PLC programming, SCADA configuration, and network configuration. In this role, West Yost will make sure that the City's SCADA standards are closely adhered to.

West Yost will lead SCADA integration meetings to review system architecture, control strategies, input/output (I/O) point mapping, and testing procedures. Our team will coordinate closely with the Contractor and City Engineering, Water Production, and IT staff. Functional testing, including factory acceptance testing (FAT) and site acceptance testing (SAT), will be planned, executed, and documented by West Yost, with punchlist items tracked through resolution.

Deliverable: SCADA system architecture documentation, PLC and SCADA application software, point-to-point verification documentation, FAT/SAT plans and test records, system validation logs, and confirmation of full integration into the City's SCADA system.

POST-CONSTRUCTION PHASE

Project Closeout and Final Acceptance: The CM will arrange a final inspection once the construction GC requests Substantial Completion. The inspection will create a final punch list of work items to be completed. The punch list will be transmitted to the GC with the decision on the substantial completion request. The remainder of the contract will be to confirm that the items on the punch list have been addressed and any other remaining deliverables received.

West Yost will confirm that aspects of the project administration have been completed, address any outstanding stop notices, lien release waivers have been received, and request that all suppliers and subcontractors come forward if payments for their services have not been made or other payment issues exist so that the release of retention can be made by the City. West Yost will assist the City in closing out the project that includes confirming receipt of all equipment instruction manuals, special warranties, and spare parts as required by the Contract Documents.

Our team will prepare the final progress payment and prepare any final change order that might be necessary to address open contract items and recommend payment of the retention to the Contractor and filing of the Notice of Completion with the county’s recorder’s office.

Deliverables: Generate final punch list, correspondence recommending Final Acceptance be granted by the City Council will be written, transmittal of electronic and any hard copies of all equipment instruction manuals, special warranties, and spare parts as required by the Contract Documents, and any processing needed to release the final payment/retention will be made.



Once completed, Turlock’s recycled water will be pumped from an existing pump station at the City of Modesto’s wastewater plant to the Delta Mendota Canal, where the Del Puerto Water District will extract the water to use for their agricultural needs.



CITY OF GARDEN GROVE

**REQUEST FOR PROPOSAL FOR ON-CALL
CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES FOR
VARIOUS WATER AND
SEWER IMPROVEMENTS PROJECTS**

FEBRUARY 25, 2026

SECTION 9 FEE SCHEDULE

February 25, 2026
Liyan Jin
Associate Engineer
City of Garden Grove
13802 Newhope Street
Garden Grove, CA 92843

WEST YOST
25 Edelman, Suite 120
Irvine, CA 92618
916.306.2250 phone
530.756.5991 fax
westyost.com

RE: Transmittal Letter — Fee Schedule

Dear Liyan:

In accordance with the Request for Proposal for the On-Call" Construction Management and Inspection Services for Various Water and Sewer Improvements Projects, West Yost is submitting its fee schedule under a separate cover.

The fee estimate to provide construction management and inspection services is a not to exceed amount of \$500,000 to perform the services as described herein until fully expended within a year from contract execution. The agreement may include an option to extend for up to three additional one-year terms, each with compensation not to exceed \$250,000.

All reimbursable or other costs, such as vehicle and drone usage rates, are identified and included in the rate sheet. These rates will remain active for a time period of no less than forty-eight (48) months, which will include annual rate increases of 5 percent at the beginning of every year this agreement is in effect.

Please contact us if you have any questions or require additional information.

Sincerely,

WEST YOST



J.P. Davis, PE, CCM, QSD/QSP
Contract Manager
Business Sector Leader
530.400.8781 | jdavis@westyost.com



Michael Gruenbaum
Client Service Manager
Area Market Lead
626.627.7707 | jmgruenbaum@westyost.com

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$392
Engineer/Scientist/Geologist Manager I / II	\$370 / \$387
Principal Engineer/Scientist/Geologist I / II	\$333 / \$355
Senior Engineer/Scientist/Geologist I / II	\$297 / \$312
Associate Engineer/Scientist/Geologist I / II	\$246 / \$265
Engineer/Scientist/Geologist I / II / III	\$191 / \$221 / \$231
Engineering Aide	\$117
Field Monitoring Services	\$145
Administrative I / II / III / IV	\$107 / \$133 / \$160 / \$176
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$384 / \$387
Principal Tech Specialist I / II	\$353 / \$365
Senior Tech Specialist I / II	\$320 / \$334
Senior GIS Analyst	\$292
GIS Analyst	\$277
Technical Specialist I / II / III / IV	\$206 / \$231 / \$261 / \$291
Technical Analyst I / II	\$148 / \$176
Technical Analyst Intern	\$119
Cross-Connection Control Specialist I / II / III / IV	\$154 / \$167 / \$188 / \$208
CAD Manager	\$233
CAD Designer I / II	\$181 / \$204
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$373
Construction Manager I / II / III / IV	\$222 / \$237 / \$251 / \$318
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$200 / \$222 / \$247 / \$256
Apprentice Inspector	\$181
CM Administrative I / II	\$96 / \$130
Field Services	\$256

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

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2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$200 / day
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$18.75 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

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* This schedule is updated annually