MEETING OF THE
ADMINISTRATIVE COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA 90712
9:30 AM, WEDNESDAY, FEBRUARY 26, 2020

AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute
motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For information" or
"For discussion" may also be the subject of an "action" taken by the Board or a Committee at the same meeting.

1. DETERMINATION OF QUORUM

2. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3

3. APPROVE THE MINUTES OF JANUARY 22, 2020
   Staff Recommendation: The Administrative Committee approves the
   minutes as submitted.

4. ADMINISTRATIVE CODE UPDATE
   Staff Recommendation: For discussion and possible action.

5. ADOPT RESOLUTION NO. 20-1126 NEGOTIATED TAX EXCHANGE
   RESOLUTION ANNEXATION OF PROJECT L 071-2019 TO COUNTY
   LIGHTING MAINTENANCE DISTRICT 1697
   Staff Recommendation: The Administrative Committee recommends that
   the Board of Directors adopt Resolution No. 20-1126 approving and
   accepting the negotiated tax exchange resolution annexation of project L
   071-2019 to County Lighting Maintenance District 1697.

6. LOCAL AGENCY FORMATION COMMISSION (LAFCO) SPECIAL
   DISTRICT REPRESENTATIVE BALLOT
   Staff Recommendation: For discussion and possible action.

7. APPROVAL OF CONTRACT AMENDMENT NO. 6 WITH ALSTON &
   BIRD
   Staff Recommendation: The Administrative Committee recommends that
   the Board of Directors approve Amendment No. 6 to Contract No. 504 with
   Alston & Bird, LLP, subject to approval as to form by District Counsel.
8. **APPROVAL OF CONTRACT AMENDMENT NO. 4 WITH BUTIER ENGINEERING INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SAFE DRINKING WATER PROJECTS: CITY OF HUNTINGTON PARK, CALIFORNIA AMERICAN WATER AND CITY OF LYNWOOD**

*Staff Recommendation:* The Administrative Committee recommends that the Board of Directors approve Contract Amendment No. 4 with Butier Engineering Inc. for construction management services for three Safe Drinking Water approved projects for an additional amount not to exceed $365,650 subject to approval as to form by District Counsel for a total contract amount of $1,142,882.50 and extend the contract term to December 31, 2020.

9. **APPROVAL OF BUDGET APPROPRIATION AND CHANGE ORDER NO. 6 WITH PACIFIC HYDROTECH FOR THE SAFE DRINKING WATER PROGRAM ARLINGTON PROJECT**

*Staff Recommendation:* The Administrative Committee recommends that the Board of Directors approve a budget appropriation to increase contingency funds by an additional 6% in the amount of $124,000 (rounded) to cover the entire cost of Change Order No. 6 in the amount of $72,225.34 and to address unforeseen construction-related issues for the Safe Drinking Water Program Arlington Project.

10. **AUTHORIZE PURCHASE OF ADDITIONAL STAGING HARDWARE FOR THE ALBERT ROBLES CENTER (ARC)**

*Staff Recommendation:* The Administrative Committee recommends that the Board of Directors authorize the purchase of additional staging hardware from SICO America for $3,272.

11. **AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED DOCUMENT SOLUTIONS (ADOCS) FOR ONBASE UPGRADES AND ENHANCEMENTS**

*Staff Recommendation:* The Administrative Committee recommends that the Board of Directors enter into a Professional Services Agreement, subject to approval as to form by District Counsel, with Advanced Document Solutions (ADocs) for OnBase upgrades and enhancements for an amount not to exceed $77,000.

12. **APPROVAL OF THE CITY OF LOMITA WELL 5 TREATMENT PROJECT FOR THE SAFE DRINKING WATER PROGRAM**

*Staff Recommendation:* The Administrative Committee recommends that the Board of Directors approve the City of Lomita Well 5 Project as a Safe Drinking Water Project for an amount not to exceed $2,000,000.
13. **DEPARTMENT REPORT**  
*Staff Recommendation:* For discussion and possible action.

14. **DIRECTORS’ REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF**

15. **ADJOURNMENT**  
*The Committee will adjourn to the next meeting currently scheduled on March 25, 2020, at 9:30 AM.*

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In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact Deputy Secretary at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712.

Agendas are available at the District’s website, [www.wrd.org](http://www.wrd.org).

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
MEMORANDUM
ITEM NO. 3

DATE: FEBRUARY 26, 2020
TO: ADMINISTRATIVE COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE MINUTES OF JANUARY 22, 2020

SUMMARY
A meeting of the Administrative Committee of the Board of Directors of the Water Replenishment District of Southern California was held on January 22, 2020 at 9:35 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Sergio Calderon called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Administrative Committee approves the minutes as submitted.
A meeting of the Administrative Committee of the Board of Directors of the Water Replenishment District of Southern California was held on January 22, 2020 at 9:35 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Sergio Calderon called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
   A quorum was present, which included:
   Committee: Committee Chair Sergio Calderon; Director John D.S. Allen
   Staff: Ted Johnson; Rob Beste; Lawrence Chiu; Sherri Brown; Melody Wu;
   Greg Osti; Dina Hidalgo; Tenisha Simeon
   Public: None

2. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3
   Scott McGuire and Jose Carrasco of Neopost provided public comment.

3. APPROVE THE MINUTES OF DECEMBER 17, 2019
   Staff Recommendation: The Administrative Committee approves the minutes as submitted.
   
   | First: Allen | Second: Calderon |
   | Discussion: None | Vote: Calderon, Yes; Allen, Yes |
   | Result: ITEM 3 PASSED |

4. ADMINISTRATIVE CODE UPDATE
   Staff Recommendation: For discussion and possible action.

   David Alvarez, Attorney for WRD District’s General Counsel provided an update on the item and stated that the item will be brought to a Capital Improvement Projects Committee meeting.

   No action was taken.
5. STATUTORY AND REGULATORY REQUIREMENTS FOR PUBLICLY AVAILABLE PAY SCHEDULES

*Staff Recommendation:* The Administrative Committee recommends that the Board of Directors adopt the attached salary schedule as the WRD Salary Schedule and make it publicly available on the District’s website.

Manager of Administration and Human Resources Dina Hidalgo provided an overview on the item.

| First:     | Allen |
| Second:    | Calderon |
| Discussion: | None |
| Vote:      | Calderon, Yes; Allen, Yes |
| Result:    | ITEM 5 PASSED |

This will be a consent item for review and approval on the Board of Directors meeting agenda.

6. LEASE FOR DISTRICT’S POSTAGE MACHINE FOLLOW UP

*Staff Recommendation:* For discussion and possible action.

This item was tabled for the next Board meeting scheduled for February 6, 2020.

Assistant General Manager/Chief Administrative Officer Ted Johnson opened discussion for this item before Purchasing Officer Sherri Brown provided an overview. Discussion followed.

This will be an item for review and approval on the Board of Directors meeting agenda.

7. UPDATE ON THE MANAGERS’ CLASSIFICATION AND COMPENSATION STUDY

*Staff Recommendation:* For discussion and possible action.

Mr. Johnson stated that associates were in the process of analysis and that more updates would be provided at the February 2020 Administrative Committee meeting.

No action was taken.

8. DEPARTMENT REPORT

*Staff Recommendation:* For discussion and possible action.

Ms. Hidalgo provided the department report. She stated that the ACWA JPIA provided the District with a certificate of recognition for not having any losses during the fiscal year in regard to workers’ compensation. Discussion followed.

No action was taken.
9. DIRECTORS' REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF
Director Allen inquired into when the Administrative Code would be revisited. Mr. Alvarez stated that it would be brought back by the next Administrative Committee meeting.

10. ADJOURNMENT
There being no further business to come before the Board, the meeting was adjourned at 9:52 AM.

__________________________  
Chair

ATTEST:

__________________________  
Member

Approved in minutes of:

__________________________
MEMORANDUM
ITEM NO. 4

DATE: FEBRUARY 25, 2020
TO: ADMINISTRATIVE COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: ADMINISTRATIVE CODE UPDATE

SUMMARY
District Counsel and staff have been working on updating the District’s procurement policies which used to be part of the Administrative Code but will be a separate document once approved by the Committee and Board. Any updates to this draft procurement policy document, or Administrative Code in general, will be discussed at the Committee meeting.

FISCAL IMPACT
None

STAFF RECOMMENDATION
For discussion and possible action.
MEMORANDUM
ITEM NO. 5

DATE: FEBRUARY 26, 2020
TO: ADMINISTRATIVE COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: ADOPT RESOLUTION NO. 20-1126 NEGOTIATED TAX EXCHANGE RESOLUTION ANNEXATION OF PROJECT L 071-2019 TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697

SUMMARY
A request has been received from the County of Los Angeles Department of Public Works regarding participation in the exchange of ad valorem property tax for annexation of project L 071-2019 to the County Lighting Maintenance District 1697. To participate, a joint Resolution is required between WRD and the County accepting the negotiated exchange of property tax revenue. Attached is Resolution 20-1126 to meet this requirement. If a taxing agency involved in the negotiation does not adopt a resolution providing for the exchange of property tax, the Board of Supervisors can determine the exchange of property tax revenue for that taxing agency.

FISCAL IMPACT
The fiscal impact to the District will be negligible. The County’s annexation of the territory known as L 071-2019 to County Lighting Maintenance District 1697 requires other local taxing agencies covering the same area, including WRD, to contribute to the funding of the new annexation. WRD used to receive revenue in the amount of $0.0173 for each $100 in property taxes assessed to this area. WRD will now only receive $0.0171 for this area, with the remaining $0.0002 going to help fund the new annexation.

STAFF RECOMMENDATION
The Administrative Committee recommends that the Board of Directors adopt Resolution No. 20-1126 approving and accepting the negotiated tax exchange resolution annexation of project L 071-2019 to County Lighting Maintenance District 1697.
JOINT RESOLUTION 20-1126 OF
THE BOARD OF SUPERVISORS OF COUNTY OF LOS ANGELES, THE BOARD OF
TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR CONTROL
DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION
DISTRICT NO. 8 OF LOS ANGELES COUNTY, THE CITY COUNCIL OF THE
CITY OF CARSON, AND THE BOARD OF DIRECTORS OF THE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA APPROVING
AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX
REVENUES RESULTING FROM ANNEXATION OF L 071-2019 TO
COUNTY LIGHTING MAINTENANCE DISTRICT 1697

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation
Code, prior to the effective date of any jurisdictional change that will result in a special
district providing one or more services to an area where those services have not
previously been provided by any local agency, the special district and each local agency
that receives an apportionment of property tax revenue from the area must negotiate an
exchange of property tax increment generated in the area subject to the jurisdictional
change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of County Los Angeles, acting on behalf of
the County Lighting Maintenance District (CLMD) 1697, Los Angeles County General
Fund, Los Angeles County Public Library, the Consolidated Fire Protection District of
Los Angeles County, Los Angeles County Flood Control Drainage Improvement
Maintenance District, and Los Angeles County Flood Control District; the Board of
Trustees of the Greater Los Angeles County Vector Control District; the Board of
Directors of the County Sanitation District No. 8 of Los Angeles County; the City Council
of the City of Carson; and the Board of Directors of the Water Replenishment District of
Southern California have determined that the amount of property tax revenue to be
exchanged between their respective agencies as a result of the annexation proposal
identified as L 071-2019 to CLMD 1697 is as shown on the attached Property Tax
Transfer Resolution Worksheet.
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues with CLMD 1697, Los Angeles County General Fund, Los Angeles County Public Library, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 8 of Los Angeles County, the City of Carson, and the Water Replenishment District of Southern California resulting from the annexation of L 071-2019 to CLMD 1697 is approved and accepted.

2. For annexation project within the City of Carson Community Redevelopment Project Area, CLMD 1697 will not receive the negotiated share of annual tax increment until such time as the affected redevelopment project area is terminated for purposes of receiving the annual tax increment.

3. For fiscal years commencing on or after July 1, 2020, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 071-2019, Tax Rate Area 13288, shall be allocated to the affected agencies as indicated on the attached Property Tax Transfer Resolution Worksheet.

4. No transfer of property tax revenues other than those specified in Paragraph 3 shall be made as a result of the annexation of L 071-2019.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this _________ day of __________ 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

By__________________________
President, Board of Directors

ATTEST:

__________________________
Secretary

__________________________
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January 21, 2020

Mr. Robb Whitaker
General Manager
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712

Attention Mr. Brandon Mims

Dear Mr. Whitaker:

NEGOTIATED TAX EXCHANGE RESOLUTION
ANNEXATION OF PROJECT L 071-2019
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1697

We request that the Water Replenishment District of Southern California participate in the exchange of ad valorem property tax in conjunction with the annexation of the territory known as L 071-2019 to County Lighting Maintenance District (CLMD) 1697. This proposed exchange would provide revenue to CLMD 1697 to partially fund the operation and maintenance of new street lighting services to be provided within the annexed territory. This territory, whose boundary is shown on the enclosed proposed annexation map, is being processed for the Board of Supervisors' concurrent approval of the annexation and transfer of ad valorem property tax between the affected taxing agencies and CLMD 1697.

For new annexations to a CLMD, our procedures require us to process the exchange of property tax revenues with all nonexempt taxing agencies. Under Section 99.01 of the California Revenue and Taxation Code, special districts providing new services to an area as a result of a jurisdictional change are entitled to a share of the annual tax increment generated in the area being annexed. CLMD 1697 meets the definition of a special district under Section 95(m) of the California Revenue and Taxation Code. CLMD 1697's share of the annual tax increment is to be taken from all of the other local taxing agencies providing services within the annexed areas with the exception of school entities, which are exempted by law. If a taxing agency involved in the negotiation does not adopt a resolution providing for the exchange of property tax revenue, the Board can determine the exchange of property tax revenue for that taxing agency.
Mr. Robb Whitaker  
January 21, 2020  
Page 2

Enclosed is a Joint Resolution between Los Angeles County and the Water Replenishment District approving and accepting the negotiated exchange of property tax revenue resulting from the annexation of the subject territory to CLMD 1697. Attached to the Joint Resolution is a Property Tax Transfer Resolution Worksheet listing the share of the annual tax increment to be exchanged with the Water Replenishment District, other affected taxing agencies, and CLMD 1697. The tax-sharing ratios listed on the worksheet were calculated using a formula approved by the County Auditor-Controller and County Counsel. As shown on the Property Tax Transfer Resolution Worksheet for L 071-2019, Tax Rate Area 13288, the current tax share ratio for the Water Replenishment District is 0.000173040. Out of the Water Replenishment District’s tax share, the Water Replenishment District would allocate 0.000001902 to CLMD 1697, with a net share to the Water Replenishment District of 0.000171138. Monetarily speaking, a $10,000 increment in assessed valuation of a parcel means that the parcel will pay an additional $100 in property taxes, of which the Water Replenishment District would receive $0.0171 and CLMD 1697 would receive $0.0002.

Please have the resolution executed and returned to us in the enclosed self-addressed envelope by March 5, 2020.

If you have any questions, please contact Ms. Tigist Desta, Traffic Safety and Mobility Division, at (626) 300-4755 or tdesta@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA  
Director of Public Works

EMIKO THOMPSON  
Assistant Deputy Director  
Traffic Safety and Mobility Division

TD: dj  
P: LTRIMAT.RE.DIST. OF SCL 071-2019.DOC

Enc.
MEMORANDUM
ITEM NO. 6

DATE: FEBRUARY 26, 2020
TO: ADMINISTRATIVE COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: LOCAL AGENCY FORMATION COMMISSION (LAFCO) SPECIAL DISTRICT REPRESENTATIVE BALLOT

SUMMARY
Since 1994, special districts in Los Angeles County have been represented by two members to the Local Agency Formation Commission (LAFCO). The term of office of one of those representatives, Mr. Donald Dear, expires in May 2020, and therefore ballots have been sent out for the 2020 election.

Independent special district seats on LAFCO are filled by the Special District Selection Committee. The Committee is made up of the presiding officers of each independent special district in Los Angeles County.

Nominations for the Special District Representative seat opened in October 2019 and closed on December 27, 2019. Two candidates submitted applications; Mr. Donald Dear, a Director at West Basin Municipal Water District, and Ms. Sharon Raghavachary, a Director at the Crescenta Valley Water District. Candidate information is attached to this staff report.

WRD as a Special Districts is being asked to vote for just one candidate on the ballot. The candidate receiving the highest number of votes will be declared the Special District Representative. Ballots are due April 16, 2020 by 5:00 PM.

FISCAL IMPACT
None

STAFF RECOMMENDATION
For discussion and possible action.
TO: PRESIDING OFFICER OF EACH INDEPENDENT SPECIAL DISTRICT IN
LOS ANGELES COUNTY
FROM: WILLIAM F. KRUSE
RE: CORRECTED BALLOT; SPECIAL DISTRICT LAFCO REPRESENTATIVE
DATE: JANUARY 7, 2020

The ballot previously sent to you misidentified one of the candidates for election to the
Commission. Please disregard and destroy the prior ballot. The other materials previously sent to
you are correct.

Please vote for ONE candidate. The marked ballots should be placed in the envelope marked
“Ballot Envelope.” Please write the name of your agency and sign your name on the outside of the
ballot envelope and return the completed ballots by mail to:

William F. Kruse, Esq.
Lagerlof, Senecal, Gosney & Kruse, LLP
301 N. Lake Avenue, 10th Floor
Pasadena, CA 91101-5123.

No ballot will be counted if it is missing the name of the voting agency and the signature
of the Presiding Officer on the ballot envelope.

The candidate receiving the highest number of votes will be declared the special district
representative to LAFCO.

Ballots must be returned by 5:00 p.m. on April 16, 2020.

WFK/jlb
Enclosures

cc: Paul Novak, w/enc.
BALLOT

SPECIAL DISTRICT LAFCO REPRESENTATIVE

Please vote for no more than one candidate.

☐ DONALD L. DEAR
   Occupation: Water District Director
   Sponsor: West Basin Municipal Water District

☐ SHARON RAGHAVACHARY
   Occupation: Water District Director
   Sponsor: Crescenta Valley Water District
NOMINATION
OF
INDEPENDENT SPECIAL DISTRICT REPRESENTATIVE
TO THE
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: West Basin Municipal Water District

Date: October 28, 2019

Name of Candidate: Donald L. Dear

West Basin Municipal Water District is pleased to nominate Donald L. Dear as a candidate for appointment as special district REPRESENTATIVE to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: Division 5 Director

Agency: West Basin Municipal Water District

Type of Agency: Water Wholesaler

Term Expires: December 2020

Residence Address: 15433 Catalina Ave, Gardena, CA 90247

Telephone: (310) 704-0881

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

West Basin Municipal Water District

(Name of Agency)

By: Patrick Shields

Its: General Manager
Donald L. Dear
Immediate Past President, West Basin Municipal Water District Board of Directors
Division V

Donald L. Dear was elected to the West Basin Municipal Water District (West Basin) Board of Directors in November 2000. He is currently serving his fifth term after being re-elected in November 2016. He represents the Division V cities of Gardena, Hawthorne, Lawndale and the unincorporated Los Angeles County area of El Camino Village.

Director Dear came to the Board with a vast array of experience in public service, serving on the Gardena City Council from 1970 to 1974 and again from 1978 to 1982, as well as serving as the Gardena mayor for nine consecutive terms from 1982 to 2001. He retired with 27 years of total service to the City of Gardena. Director Dear is currently serving as Immediate Past President of the Board and Chair of the Ethics Committee. He previously served as one of two West Basin representatives on the board of directors of the Metropolitan Water District of Southern California from 2013 to 2018.

In 2004, 2008, 2012 and again in 2016, he was elected as one of the representatives for the Los Angeles County Independent Special Districts on the Local Agency Formation Commission, of which he currently serves as First Vice President. In October 2011, the West Basin Board paid tribute to Dear’s distinguished public service by naming their Carson Headquarters the Donald L. Dear Building.

Director Dear’s years of experience have given him a deep first-hand understanding of the roles, responsibilities and challenges facing local governmental institutions. He served for 24 years as a Trustee of the Greater Los Angeles Vector Control District, and for 19 years on the Board of Directors for the Los Angeles County Sanitation District No. 5. He also served as President of the South Bay Cities Association (now known as South Bay Cities Council of Governments), on the Board of Directors of the Southern California Cities Joint Powers Consortium and is a member of the Sierra Club.

As a former teacher at Stephen White Middle School in Carson for 38 years, he is well known and widely respected by his former students, colleagues and members of the community. In 1983 he was "Teacher of the Year" for Region A of the Los Angeles Unified School District. Dear’s professional affiliations include his service as a member of the National Council for Social Studies, board member of the Political Action Council of Educators, and six terms of service as a member of the House of Representatives of the United Teachers of Los Angeles (UTLA). His civic affiliations include the Association for Retarded Citizens – South Bay, El Nido Services, Gardena Elks, Gardena High School Booster Club, Gardena Jaycees, Gardena Valley Cultural Arts Corporation, Gardena Valley Friends of the Library, Gardena Valley Music Association, Gardena Valley Red Cross, Gardena-Carson Family YMCA, Hollypark and Gardena Valley Lions Club, Kiwanis Club of Gardena Valley, Serra High School Advisory Board, and the University of Southern California San Pedro Peninsula Trojan Club.

Director Dear has also distinguished himself through his outstanding work with youth, not only as a noteworthy educator, but also for his 30 years of unselfish dedication as a coach for more than 70 teams in three sports through the Gardena Recreation Department Youth Sports Leagues.
NOMINATION
OF
INDEPENDENT SPECIAL DISTRICT REPRESENTATIVE
TO THE
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: President James P. Bodnar and Member of the Board of Directors

Date: December 3, 2019

Name of Candidate: Sharon Raghavachary

The Board of Directors of the Crescenta Valley Water District is pleased to nominate Sharon Raghavachary as a candidate for appointment as special district REPRESENTATIVE to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: Director of Board of Directors of

Agency: Crescenta Valley Water District

Type of Agency: Water and Sewer District

Term Expires: December 2020

Residence Address: 2209 Maurice Ave.,
La Crescenta, CA 91214

Telephone: 818 541-9071

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Crescenta Valley Water District
(Name of Agency)

By: ____________________________
Its: Chairman of the Board of Directors
Director Raghavachary has been active in the La Crescenta Community for 20 years and has a background in accounting and computer systems.

Ms. Raghavachary is a founder of the Crescenta Valley Community Association. She served for seven years on the Crescenta Valley Town Council, during which time she was co-chair of the Foothill Design Committee, that wrote design standards for Foothill Boulevard, and was a member of Supervisor Antonovich’s Library Committee. She also served as Council Vice President and Land Use Committee Chair.

Additionally, Director Raghavachary served three years on the Parent Advisory Council for Children’s Hospital Los Angeles, providing input for the new hospital tower. She has been a volunteer for the Los Angeles County Sheriff's Department and Treasurer of the Crescenta Valley Arts Council, as well as a Girl Scout troop leader for ten years, and for over five years she wrote a featured column for the Glendale New Press and the Crescenta Valley Weekly. She is currently serving her second year on the Clark Magnet High School’s School Site Council.

Ms. Raghavachary has teenage twins, a boy and a girl, who attend Clark Magnet and Crescenta Valley High Schools.
MEMORANDUM
ITEM NO. 7

DATE: FEBRUARY 26, 2020
TO: ADMINISTRATIVE COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 6 WITH ALSTON & BIRD

SUMMARY
The District is under contract with Alston & Bird to provide specialized legal services and representation on matters involving litigation, projects, storage amendments and water rights on an as-needed basis.

This contract is updated from time to time to revise the term, scope of services and billing rates as necessary. The last update was in 2016 under Amendment No. 5. At this time, it is necessary to update billing rates under Amendment No. 6.

Attached to this staff report is Amendment No. 6 to Contract No. 504 for consideration by the Board of Directors.

FISCAL IMPACT
Legal fees have been included in the 2019-2020 fiscal year budget and will be included in subsequent years' budgets as needed.

STAFF RECOMMENDATION
That the Board of Directors approve Amendment No. 6 to Contract No. 504 with Alston & Bird, LLP, subject to approval as to form by District Counsel.
AMENDMENT NO. 6 TO CONTRACT NO. 504
AGREEMENT FOR PROFESSIONAL LEGAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
ALSTON & BIRD, LLP

This Amendment No. 6 ("Amendment") to Contract No. 504, is made and entered into this __ day of __________, 2020 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and Alston & Bird, LLP.

I. RECITALS

A. On October 19, 2007, a certain agreement, hereinafter referred to as Contract No. 504 ("Agreement"), was executed between the District and Alston & Bird for professional legal services.

B. The District and Alston & Bird entered into Amendment No. 1 to amend Section 6, Term and Termination, to extend the term of Contract No. 504, as set forth in that Amendment.

C. The District and Alston & Bird entered into Amendment No. 2 to revise the scope of services as set forth in that Amendment.

D. The District and Alston & Bird entered into Amendment No. 3 to, among other things, revise the scope of services to be provided by Alston & Bird.

E. The District and Alston & Bird entered into Amendment No. 4 to, among other things, revise the scope of services and related billing rates.

F. The District and Alston & Bird entered into Amendment No. 5 to update billing rates for services under the Agreement.

G. The District and Alston & Bird enter into this Amendment No. 6 to revise billing rates for services under the Agreement.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the Agreement, as amended to date, with all amendments
incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Section 3. Rates, Fees and Charges. The second paragraph in Section 3 of the Agreement, is replaced with the following: “For services performed by Alston & Bird, the District shall pay an hourly rate of $485 for partners, $425 for associates and $200 for paralegals on matters involving litigation, projects, storage amendments and water rights matters.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 6 to be executed as of the Effective Date.

ALSTON & BIRD, LLP

________________________
Signature

________________________
Print Name

Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

________________________
Signature

Vera Robles DeWitt

________________________
Print Name

President, Board of Directors

________________________
Signature

________________________
Print Name

Secretary, Board of Directors

Title
DATE: FEBRUARY 26, 2020

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 4 WITH BUTIER ENGINEERING INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SAFE DRINKING WATER PROJECTS: CITY OF HUNTINGTON PARK, CALIFORNIA AMERICAN WATER AND CITY OF LYNWOOD

SUMMARY

In 2016, the District approved three wellhead treatment projects through the Safe Drinking Water Program: California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11. The wellhead treatment system at all three wells will consist of a complete granular activated filtration system built within the boundaries of the existing well sites owned and operated by the water systems. Granulated Activated Carbon filtration is a closed system that has long been recognized as an effective means for removing Volatile Organic Compounds (VOCs), including PCE and TCE, from groundwater wells. The treatment systems will have the capacity to treat the full flow of the wells.

On October 19, 2017, the Board executed an agreement with Butier Engineering Inc. $216,000 for Construction Management Services to assist with overseeing the contractors for the California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11 projects contracted by the District.

Construction for all three projects began between July and September 2018 and since commencement, the District encountered equipment supplier manufacturing delays, storm drain capacity issues, permitting delays and issues with survey records. As a result, Amendment No. 01 with Butier Engineering was executed February 2019 for $257,232.50 to extend the resource hours needed to continue full-time inspection services and construction management. Since that time, all three projects have encountered additional unforeseen delays and change orders that have impacted the resources needed to continue construction management services. The three projects that were scheduled for completion by May or June must be extended to September due to change order work and new equipment delivery delays as well as permit design
changes. Construction management/inspection services will exceed the approved resource hours needed to complete the projects. A contract amendment is needed, and Staff would like to increase the contract for an additional $365,650 to continue services through completion of the three projects and extend the term to December 31, 2020.

**FISCAL IMPACT**

The total cost of Amendment No. 4 would increase the contract for an amount not to exceed $365,650. There are sufficient funds in the District’s Capital Improvement Program for the proposed work. The amount for extended construction management services will be paid from the 2019/20 Safe Drinking Water budget.

**STAFF RECOMMENDATION**

The Administrative Committee recommends that the Board of Directors approve Contract Amendment No. 4 with Butier Engineering Inc. for construction management services for three Safe Drinking Water approved projects for an additional amount not to exceed $365,650 subject to approval as to form by District Counsel for a total contract amount of $1,142,882.50 and extend the contract term to December 31, 2020.

**ATTACHMENT:**

Draft Amendment No. 4 for Professional Services with Butier Engineering, Inc.
AMENDMENT NO. 4 TO CONTRACT NO. 946
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
BUTIER ENGINEERING, INC.

This Amendment No.4 to Contract No. 946 (“Amendment No.4”), is made and entered into this 5th day of March, 2020 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Butier Engineering, Inc., (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On October 19, 2017, a certain agreement, hereinafter referred to as Contract No. 946 (“Agreement”), was executed between the District and Consultant to provide construction management services and oversee contractor work on three of the District’s Safe Drinking Water Program Wellhead Treatment Projects (Projects): California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11; and

B. WHEREAS, On July 18, 2019 and October 17th, 2019 the District and Consultant entered into Amendments No.2 and No.3 respectively to the Agreement in order to increase the budgetary amount for the continuation of construction management services to oversee the completion of the three projects due to unforeseen site conditions requiring additional design and permitting delays; and

C. WHEREAS, District and Consultant now desire to enter into this Amendment No.4 to the Agreement in order to increase the budgetary amount for the continuation of construction management services, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid the Agreement as amended to date, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Fee: The budget for services as established in the Agreement shall be increased by an amount not to exceed Three Hundred Sixty-Five Thousand, Six Hundred Fifty Dollars ($365,650.00), as provided for in Exhibit B, attached hereto and incorporated herein by this reference.
2. **Term of Agreement:** The term of the Agreement shall be extended to December 31, 2020 (the “Expiration Date”).

3. **Remaining Portion of the Agreement:** Except as otherwise expressly set forth in this Amendment No. 4, all other provisions of the Agreement as amended to date shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to the Agreement to be executed as of the Effective Date.

**BUTIER ENGINEERING, INC., (“CONSULTANT”)**

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**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

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**Approved As To Form**
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT “A”

CONTRACT NO.946 AS AMENDED TO DATE
AMENDMENT NO.3 TO CONTRACT NO. 946
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
BUTIER ENGINEERING, INC.

This Amendment No.3 to Contract No. 946 ("Amendment No.3"), is made and entered into this 17th day of October, 2019 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Butier Engineering, Inc., (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On October 19, 2017, a certain agreement, hereinafter referred to as Contract No. 946 (“Agreement”), was executed between the District and Consultant to provide construction management services and oversee contractor work on three of the District’s Safe Drinking Water Program Wellhead Treatment Projects (Projects): California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11; and

B. WHEREAS, On July 18, 2019, the District and Consultant entered into Amendment No.2 to the Agreement in order to increase the budgetary amount for the continuation of construction management services to oversee the completion of the three projects due to unforeseen site conditions requiring additional design and permitting delays; and

C. WHEREAS, District and Consultant now desire to enter into this Amendment No.3 to the Agreement in order to increase the budgetary amount for the continuation of construction management services due to encountering additional unforeseen delays which have impacted the resources needed to continue construction management services, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid the Agreement as amended to date, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Fee: The budget for services as established in the Agreement shall be increased by an amount not to exceed One Hundred One Thousand Dollars ($101,000.00), as provided for in Exhibit B, attached hereto and incorporated herein by this reference.
2. **Term of Agreement:** The term of the Agreement shall be extended to February 29, 2020 (the “Expiration Date”).

3. **Remaining Portion of the Agreement:** Except as otherwise expressly set forth in this Amendment No.3, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the Agreement to be executed as of the Effective Date.

**BUTIER ENGINEERING, INC., ("CONSULTANT")**

[Signature]

Print Name: **Mike Bubier**

Title: **CFO**

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**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

[Signature]

John D.S. Allen

Print Name: **President, Board of Directors**

Title:

[Signature]

William H. Murray, Jr.

Print Name: **Secretary, Board of Directors**

Title:

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Approved As To Form

**LEAL, TREJO APC**

[Signature]

Attorneys for the Water Replenishment District of Southern California

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Water Replenishment District of Southern California

Page 2 of 4

Amendment No.3 to Agreement No.946

Butier Engineering, Inc.
EXHIBIT “A”

AMENDMENT NO.2, AMENDMENT NO.1, and CONTRACT NO.946
AMENDMENT NO.2 TO CONTRACT NO. 946
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
BUTIER ENGINEERING, INC.

This Amendment No.2 to Contract No. 946 (“Amendment No.2”), is made and entered into this 18th day of July, 2019 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Butier Engineering, Inc., (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On October 19, 2017, a certain agreement, hereinafter referred to as Contract No. 946 (“Agreement”), was executed between the District and Consultant for Consultant to provide construction management services and oversee contractor work on three of the District’s Safe Drinking Water Program Wellhead Treatment Projects (Projects): California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11; and

B. WHEREAS, District and Consultant desire to enter into this Amendment No.2 to the Agreement in order to increase the budgetary amount for the continuation of construction management services to oversee the completion of the three projects due to unforeseen site conditions requiring additional design and permitting delays, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid the Agreement as amended to date, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Fee: The budget for services as established in the Agreement shall be increased by an amount not to exceed One Hundred Seventy Thousand Dollars ($170,000.00), as provided for in Exhibit B, attached hereto and incorporated herein by this reference.

2. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.2, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Agreement to be executed as of the Effective Date.

BUTIER ENGINEERING, INC., ("CONSULTANT")

[Signature]
[Print Name]
[Title]

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

[Signature]
John D.S. Allen
Print Name
President, Board of Directors
Title

[Signature]
Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

[Signature]
Attorneys for the Water Replenishment District of Southern California
EXHIBIT “A”
AMENDMENT NO.1 TO CONTRACT NO. 946
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
BUTIER ENGINEERING, INC.

This Amendment No.1 to Contract No. 946 ("Amendment No.1"), is made and entered into this 21st day of February, 2019 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Butier Engineering, Inc., (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I.
RECOLALS

A. WHEREAS, On October 19, 2017, a certain agreement, hereinafter referred to as Contract No. 946 ("Agreement"), was executed between the District and Consultant for Consultant to provide construction management services and oversee contractor work on three of the District’s Safe Drinking Water Program Wellhead Treatment Projects (Projects): California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11; and

B. WHEREAS, District and Consultant desire to enter into this Amendment No.1 to the Agreement in order to increase the budgetary amount for the continuation of construction management services to oversee the completion of the three projects, as set forth below.

II.
AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid the Agreement, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Fee: The budget for services as established in the Agreement shall be increased by an amount not to exceed Two Hundred Fifty Seven Thousand Two Hundred Thirty Two Dollars and Fifty Cents ($257,232.50), as provided for in Exhibit B, attached hereto and incorporated herein by this reference.

2. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.1, all other provision of the Agreement shall remain in full force and effect between the Parties.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Agreement to be executed as of the Effective Date.

BUTIER ENGINEERING, INC., ("CONSULTANT")

[Signature]
Print Name: VP/CFO
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

[Signature]
Print Name: John D.S. Allen
Title: President, Board of Directors

[Signature]
Print Name: Vera Robles DeWitt
Title: Secretary, Board of Directors

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT “A”
This Professional Services Agreement (the “Agreement”) is made and entered into this 19th day of October 2017 by and between the Water Replenishment District of Southern California (“District”) and Butier Engineering, Inc. (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Consultant shall perform the scope of services described in Exhibit A hereto (“Services”). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

   1.1 **Standard of Care.** In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. **Term.** The term of this Agreement shall commence on October 19, 2017 and shall end on October 19, 2019 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraph 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 **Termination by District**

   2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant’s compensation in the event of such a termination shall be exclusively limited to payment for all authorized services
performed and for all authorized expenses incurred up to the effective date of such termination. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 Consultant’s Obligations Upon Termination. Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. Consultant’s Compensation. District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 Fee. Consultant shall be paid in accordance with the fees and Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

3.2 Reimbursable Expenses. Consultant shall be reimbursed for only pre-approved expenses, subject to the provisions of this Agreement. Consultant shall obtain the District’s prior written approval before incurring an expense not specifically provided for under this Agreement.

3.2.1 Third Party Expenses. Unless specifically provided in Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall not reimburse Consultant for any costs charged to Consultant by third parties unless said costs are preapproved. In the event such costs are approved, such reimbursement shall be at cost without any markup by Consultant.

3.3 Invoices. Consultant shall submit monthly invoices to District for services performed and expenses incurred during the preceding month. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.

4. Consultant’s Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said
notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant's failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. **Ownership and Use of Documents.** All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District's ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the exclusive property of the District and shall not be distributed or provided to third parties without the express written authorization of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant's Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any
of Consultant’s employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: Charlene King or Ken Ortega.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. Compliance With Laws and Regulations; Licensing. Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards.
("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

12. **Insurance.** Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

12.1 **Required Policies.**

12.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

12.1.2 **Business or Comprehensive Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.4 **Employers' Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.5 **Workers' Compensation Insurance** as required under the Workers' Compensation Insurance and Safety Act of the State of California.

12.2 **Required Terms.**

12.2.1 All policies except workers' compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 All policies (with the exception of Professional Liability) shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.
12.2.3 All policies shall provide that coverage cannot be cancelled without thirty (30) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.

12.2.5 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

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

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit “C”. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

12.2.10 All policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or equivalent or as otherwise approved by District.
13. **Indemnification.** Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District (“Losses”), as a result of Consultant’s breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys’ fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. **Equal Opportunity.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

17. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.

18. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive
venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

19. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

If to Consultant:

Mark M. Butier, Jr.
Butier Engineering, Inc.
17822 E. 17th Street, Suite 404
Tustin, CA 92780
Phone: 714-832-7222
Fax: 714-832-7211
Email: jrbutter@butier.com

20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

21. **Integration; Construction.** This Agreement (inclusive of exhibits incorporated herein by this reference) sets forth the final, complete and exclusive expression of the Parties’ agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral terms or conditions provided by Consultant), in the event of any conflict or inconsistency between this Agreement and Exhibit A (or any invoice or other unilateral terms or conditions provided by Consultant), this Agreement shall control. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

22. **Effective Date.** This Agreement is effective as of the date first set forth above.
23. **Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

[Signatures]

**Robert Katherman**  
*President, Board of Directors*

**Sergio Calderon**  
*Secretary, Board of Directors*

**BUTIER ENGINEERING, INC. ("CONSULTANT")**

[Signatures]

**Mohamad E. Biha**  
*VP/CEO*

**APPROVED AS TO FORM**

LEAL, TREJO LLP

[Signature]

Attorneys for the Water Replenishment District of Southern California

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Water Replenishment District of Southern California Prof Services Contract  
Butier Engineering, Inc.
EXHIBIT A
SCOPE OF WORK

1. Consultant shall perform the detailed scope of work described in the Request for Proposal (RFP) for Construction Management Services for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects, attached hereto as Exhibit A-1, and as provided by Consultant's Scope of Work, attached hereto as Exhibit A-2. Should there be any discrepancy between the scope of work detailed in Exhibit A-1 and the proposal for services in Exhibit A-2, the scope of work in Exhibit A-1 shall prevail.

2. Consultant shall perform the scope of services in accordance with the approach documented in Exhibit A-2.
EXHIBIT A-1

REQUEST FOR PROPOSAL (RFP-17-004) FOR CONSTRUCTION MANAGEMENT SERVICES FOR CONSTRUCTION OF MULTIPLE SAFE DRINKING WATER WELLHEAD TREATMENT PROJECTS
REQUEST FOR PROPOSAL
(RFP-17-004)
FOR CONSTRUCTION MANAGEMENT SERVICES
FOR CONSTRUCTION OF MULTIPLE SAFE
DRINKING WATER WELLHEAD TREATMENT
PROJECTS

Issued: August 10, 2017

Pre-Proposal Meeting:
Tuesday, August 22, 2017 at 10:00 a.m.
WRD Board Room
4040 Paramount Blvd
Lakewood, CA 90712

Questions Regarding this RFP Due:
Friday, August 25, 2017, at 12:00 p.m.
Melody Wu, Project Administrator
E-mail: mwu@wrdf.org

PROPOSAL DUE:
Thursday, August 31, 2017 at 3:00 p.m. Local Time

Submit Sealed Proposal To:
Attn: Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712
Phone: (562) 921-5521
www.wrd.org
NOTICE TO PROPOSERS

Request For Proposals

For Construction Management Services for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects

SCOPE OF SERVICES: The Water Replenishment District of Southern California (WRD) is seeking proposals from qualified firms to provide professional Construction Management (CM) for WRD’s Safe Drinking Water Program Wellhead Treatment Projects. This will be a multiple project contract for Treatment Projects located in City of Huntington Park, City of Lynwood, and City of Los Angeles. WRD intends to retain a CM Consultant to undertake various tasks to manage the construction of treatment systems through start-up.

A pre-proposal meeting will be held in the WRD Board Room at 4040 Paramount Boulevard, Lakewood, California 90712, on Tuesday, August 22, 2017 at 10:00 a.m. Firms interested in submitting proposals are encouraged to attend.

QUESTIONS REGARDING THIS RFP: All questions regarding the technical aspects or general requirements/provisions of this Request for Proposal (RFP) must be directed in writing to Melody Wu, Project Administrator, via e-mail: mwu@wrdd.org, with the subject heading “Question – RFP for SDW CM Services by no later than Friday, August 25, 2017, at 12:00 p.m.” Questions received from prospective proposers and responses from WRD will be formally documented in a Question and Answer (Q&A) table that will be posted on the WRD website: http://www.wrd.org/business/water-replenishment-business.php. The Q&A table will be updated regularly as questions are received from prospective proposers.

DEADLINE FOR PROPOSALS: Five (5) hard copies and one (1) electronic copy of the proposal must be received in a sealed envelope by WRD no later than Thursday, August 31, 2017 at 3:00 p.m., or such later time that WRD may announce by addendum to proposers at any time prior to the submittal deadline. The envelope shall be plainly marked on the exterior “PROPOSAL FOR PROFESSIONAL CONSTRUCTION MANAGEMENT” and with the name and address of the Proposer. Envelopes containing proposals will be time stamped upon receipt by WRD.

Proposals must be mailed or delivered in person or via courier services to:

Attn: Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712

Proposals received after the deadline will not be considered under any circumstances. Faxed or e-mailed proposals will not be accepted. There will be no formal opening of the received proposals. WRD reserves the right to reject any and/or all proposals received.
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### LIST OF ATTACHMENTS

Attachment A – Form for Key Personnel Participation on the Project

Attachment B – Form for Consultant and Subconsultant Status as LBE, SBE, and VBE

Attachment C – WRD Standard Agreement for Professional Services
REQUEST FOR PROPOSAL

For Construction Management Services for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects

The Water Replenishment District of Southern California (WRD or District) is seeking proposals from experienced and qualified firms (also referred to as “Consultant” or “Proposer” herein) to provide professional Construction Management services for multiple WRD Safe Drinking Water Wellhead Treatment Projects located within the WRD boundaries at various sites in Los Angeles County. WRD intends to evaluate the proposals received and enter into a Professional Services Agreement (Contract) with the qualified Consultant.

This Request for Proposal (RFP) describes the required scope of services, the information that must be included in the proposal, and the Consultant selection process. Proposers are encouraged to carefully review this RFP in its entirety prior to submitting their proposals. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification. This RFP is available for downloading from the WRD website: http://www.wrd.org/business/water-replenishment-business.php.

2.0 INTRODUCTION

The WRD is a State Special District that was established in 1959 under the California Water Code (Division 18, §60000 through §60622) to manage the groundwater resources within the Central Basin and West Coast Basin in southern Los Angeles County. WRD’s mission is to provide, protect and preserve high-quality groundwater through innovative, cost-effective and environmentally sensitive basin management practices for the benefit of residents and businesses of these groundwater basins. The aquifers in the Central Basin and West Coast Basin provide for about 40 percent of the total water needs for the people and businesses in the 43 cities covering WRD’s 420-square mile service area.

To accomplish its mission, WRD conducts managed aquifer recharge using imported water, recycled water, and storm water, prevents seawater intrusion through injection of imported water and recycled water into coastal barrier wells, protects and preserves groundwater quality through monitoring, testing, data analysis, and treatment, and ensures a future supply of reliable groundwater through planning, conjunctive use, and development of new projects. More information regarding the WRD can be found at www.wrd.org.
3.0 BACKGROUND

Years of improper disposal of industrial solvents allowed volatile organic compounds (VOCs) to seep into Southern Los Angeles county groundwater aquifers. As a result, wells within the area served by WRD have been adversely affected by these contaminants. To mitigate this problem, WRD established a Safe Drinking Water Program as part of its Clean Water Program in 1991. Since that time seventeen projects have been constructed, thirteen of which are VOC removal projects.

The WRD Safe Drinking Water Program provides funding for and is responsible for the design, construction, and purchase of the wellhead treatment equipment. WRD processes the necessary environmental documentation. However, the water producer (groundwater pumper) is responsible for obtaining any health department, discharge, and air quality permits. The pumper is also responsible for operating and maintaining the facilities. Three wells have recently been selected for inclusion in the program. They are the City of Huntington Park Well 15, City of Lynwood Well 11, and California American Water Company Arlington Well. WRD has retained the design consultants to plan, design, and provide engineering assistance during the construction of treatment systems through start-up. WRD intends to retain a construction management team to provide inspection and construction management services of treatment systems through start-up for all four locations.

4.0 SCOPE OF WORK

The Consultant shall provide the following services, including but not limited to those described below, and may propose additional tasks or phases which they feel is necessary based on the information provided and to their experience on projects of similar size and scope.

The overall goals of are:

1. Provide a constructability review of the three project plans & specifications prior to bidding.

2. Assist WRD and the well owners in the issuance and advertisement of bids, and recommendation of contractors to supply and install the systems.

3. Manage the complete construction, inspection, installation, and operation verification of the three wellhead treatment systems at the identified locations. Each project will be bid separately.

The construction of these project are to be achieved in the shortest time period and at the most economical cost. The Consultant shall develop a construction management plan to ensure construction can be accomplished within the proposed project budget and schedule. It is the District’s goal to construct the project concurrently if possible.
PROJECT LOCATIONS & MAP

<table>
<thead>
<tr>
<th>Item</th>
<th>City of Huntington Park Well No. 15</th>
<th>City of Lynwood Well No. 11</th>
<th>California American Water Company Arlington Well</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>6720 Cottage Street, Huntington Park, CA</td>
<td>11645 Esther Street Lynwood, CA</td>
<td>5109 Arlington Avenue, Los Angeles, CA</td>
</tr>
<tr>
<td>Well Capacity (gpm)</td>
<td>1100</td>
<td>650</td>
<td>800</td>
</tr>
<tr>
<td>Contaminant(s)</td>
<td>Trichloroethylene (TCE)</td>
<td>Trichloroethylene (TCE)</td>
<td>Trichloroethylene (TCE)</td>
</tr>
<tr>
<td>Proposed Treatment System</td>
<td>Granular Activated Carbon (GAC) System</td>
<td>Granular Activated Carbon (GAC) System</td>
<td>Granular Activated Carbon (GAC) System</td>
</tr>
</tbody>
</table>
TASK 1 – Meetings

TASK 1.1 – Kick-Off Meeting

1. **WRD**
   Consultant shall meet with WRD personnel to discuss scope of work, project team, and project schedule, and to receive any additional background information.

2. **Others**
   Consultant shall meet with each of the pumperers, other stakeholders and WRD staff to discuss project locations, site constraints, access restrictions, any prior treatment that may have been performed, and unique features of sites, practical restrictions, and pumper preferences.

TASK 1.2 – Monthly Progress Meetings

Consultant shall meet monthly with WRD staff and purveyor representatives to discuss project progress.

Deliverable: Meeting minutes

TASK 2 – Constructability Review of Plans and Specifications

It is the overall goal of the District to save time and money by uncovering problems or potential problems that may be encountered during construction such as errors, omissions, ambiguities and conflicts. The consultant shall review each project’s plans & specifications prior to bidding to ensure a clear and complete set of bid documents and reduce impacts to the project. The consultant will review the plans, specifications, and bid schedule to make sure the work requirements are clear, conflicts are identified & corrected and reduce the need for clarifications.

Deliverable: Constructability Report. The Consultant will mark up the plans and specifications to identify the areas of needed corrections. The Consultant will also provide the review comments in spreadsheet format where comments can be quickly sorted.

TASK 3 – Construction Management

Consultant shall assign manpower, delegate responsibilities, review work progress, and otherwise direct the progress of the work so as to ensure satisfactory completion of work, on schedule and within budget. Consultant shall prepare and submit monthly progress reports and invoices, and all other applicable project documentation to the District for review and approval.
Task 3.1 – Project Management

The consultant shall oversee construction management of the projects. The responsibilities shall include:

1. Bid Advertisement and Award - During the advertisement period, the consultant shall be available to answer questions that any potential bidder may have and shall conduct Pre-Bid meetings for each facility. Consultant shall assist WRD in evaluation and verification of the accuracy of the bids received to ensure responsiveness, and recommend award.

2. Preconstruction meeting—This shall be held with the contractor of each facility to go over the schedule and various responsibilities.

3. Progress meetings. The consultant shall develop the progress meeting schedule to ensure that proper progress is being achieved on the projects. Based on the scope of work described herein, the Consultant shall propose the frequency of meetings needed to successfully complete each project.

4. Submittals—Consultant shall review shop drawings and other submittals produced by contractor for conformance with design specifications and recommend approval, rejection, or modification.

5. Inspection—The consultant shall be present to inspect and recommend the acceptance, rejection, or modification of equipment delivered or work performed.

6. Progress Payments—Consultant shall recommend review monthly contractor invoices and recommend payment or rejection.

7. Change Orders – Consultant shall review and coordinate change order requests.

Deliverable: Meeting notes and activity summaries, and recommendation memoranda

Task 3.2 – Progress Reports and Invoicing

Each month, the Consultant shall submit a progress report along with an invoice for the work accomplished during the reporting period. The report shall describe in detail the progress made during the previous month and the hours spent on each task. Percentage completed and anticipated date of completion for each task shall be included. Invoices submitted shall be consistent with the monthly progress report format. The approved total budget, along with the budget for any task, shall not be exceeded unless previously authorized in writing by WRD. The Consultant shall notify WRD’s Project Manager immediately upon reaching 50 and 75 percent of the project’s budget.
The monthly invoice shall be in a format approved by the District. Each project will be invoiced separately. At a minimum, each invoice shall contain the purchase order or contract number and shall be itemized by task. A subtotal cost for each task shall be included. Names of persons, their job titles, hourly billing rates, actual hours worked during the billing period, and subtotal labor costs must be summarized in a table. Attach to each invoice all documentation for other direct costs in the form of receipts or vendor invoices, with the applicable costs identified for items such as equipment costs. WRD will provide reporting requirements to Consultant, and Consultant shall prepare invoices that comply with the requirements. Failure to satisfy the reporting requirements may result in rejection or short pay of the invoices submitted to WRD for payment.

5.0 DESIRED QUALIFICATIONS

WRD will evaluate all responsive proposals based on the qualifications listed below.

1. Demonstrate at least 5 years of experience working on similar water treatment projects.

2. The Consultant firm must be located within 60 miles of WRD’s District boundaries.

3. Commitment to providing a single Project Manager/Program Manager as WRD’s primary point of contact. This Project Manager must have at least 5 years (total, with or without current firm) of professional construction management experience working on similar projects of similar size and scope or larger.

4. Professional Construction Management certifications/licenses or Engineering with a specialization in Construction Management.

6.0 PROPOSAL CONTENTS

To provide a degree of consistency in review of the written proposals, firms are requested to include the following content in their proposals. The information requested below will be used to evaluate each proposal based on the evaluation criteria outlined in this RFP. Proposals may be deemed nonresponsive if they do not respond to all areas specified below.

Proposals shall be prepared simply and economically, providing a straightforward and concise description of how the proposal has satisfied all the requirements of this RFP. Emphasis shall be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Excessive or irrelevant materials will not be favorably received.

The following subsections describe the contents required in the proposal. The proposal shall be of such scope and depth to sufficiently describe and demonstrate the Proposer’s understanding of and approach to the projects.
6.1 Title Page

Proposer should identify the RFP title, name and title of the firm’s contact person, address, telephone number, fax number, email address, and date of proposal submission.

6.2 Cover Letter

A principal of the firm authorized to commit the firm to the requirements of the RFP must sign the cover letter. The letter shall discuss the Proposer’s commitment to providing high quality services as described in the RFP. Additionally, the letter shall briefly describe the firm’s understanding and approach to the services. The letter should identify a contact person (name, e-mail address, and phone number) for future communication during the selection process.

6.3 Table of Contents

The table of contents should include a clear and complete identification by section and page number of the submitted materials.

6.4 Company Background

Provide a brief background of the firm including history, types of services provided, organization structure, number of employees, annual revenues, number of offices and locations with staff size and disciplines, and any other relevant information that may be useful in determining the firm’s qualifications to provide the services described in this RFP. Include a brief summary of the firm’s philosophy related to the planning and design of Project(s).

6.5 Project Overview and Approach

Present a narrative overview of the Proposer’s understanding of the RFP requirements and the overall approach and technical plan for accomplishing the work assignments. Provide a narrative demonstrating your firm’s or team’s ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet the District’s goal of moving the projects through construction within the earliest possible timeframe. Also discuss at a minimum the following:

(i) Ability to successfully complete work assignments within the District’s required timeframe and, as necessary, on short notice,

(ii) Approach to assignment of work within the firm and how team members will conduct tasks and prepare anticipated deliverables,
(iii) Describe the Proposer’s project management approach and communications protocol,

(iv) Describe the Proposer’s approach to quality assurance and control, as well as any performance guarantees,

(v) Technical approach to assigned tasks on how the projects will be implemented from construction to completion and,

(vi) Identify current and reasonably foreseeable actual and possible constraints, problems, and/or issues that could hinder the execution of services under the contract, and suggest approaches to resolving or managing these constraints, problems, and/or issues.

6.6 Additional Services

Include any comments, suggestions, or additions the Proposer may have regarding the scope of work or any other aspects of the work that the Proposer feels would be helpful to WRD in selecting a firm for the services described in the RFP. Identify the potential impact(s) or benefit(s) that these recommendations would have if accepted by WRD. Tasks above the minimum to complete the work described herein shall be clearly identified as “optional” in the proposal.

6.7 Experience and Record of Past Performance

Describe Proposer’s experience in completing similar assignments, preferably using the same project team proposed for the services described in this RFP. Using the form provided as Attachment A, list at least five (5) water treatment related construction management projects successfully completed within the last five (5) years of similar nature that demonstrate the firm’s and its subconsultants’ (if needed) competence to perform the work described in this RFP. Ongoing projects currently being performed by the Proposer also may be submitted for consideration.

Clearly identify the role of all team members in each of the projects referenced. For each of the reference projects listed, provide the following information:

1. Name and location of project;

2. Name and address of project owner/sponsor;

3. Name and current phone number and e-mail address of owner's representative intimately familiar with the project, to contact for reference. Verify the reference person that can be contacted at the phone number provided;

4. A description of type and extent of services provided for the project;
5  Project budget (both projected and "as completed");

6  Project schedule milestones (both projected and "as completed"). Include dates of project initiation, key milestones and deliverables, and completion date or status of the project;

7  Special problems or difficulties encountered, such as project budget and schedule control issues, and how they were resolved by the Consultant; and

8  Applicability and relevance of the referenced project to the services described in this RFP.

In addition, the Consultant shall provide a minimum of five (5) client references from similar projects completed in the last five (5) years. The District at its discretion may contact other firms or agencies for additional information. Failure to provide accurate contact information, adequate information or project reference summaries may be cause for rejection of the proposal as being nonresponsive.

6.8 Project Team and Qualifications

Provide an organizational chart that describes the structure of the project team, including subconsultants/subcontractors. The project team description shall identify the following:

- The Project Manager,

- The names of readily-available key personnel that will be deployed for each task and their contact information, and the primary office locations of each project team member (preferably within the southern Los Angeles County area),

- The role each team member will play in providing services under the Contract, and

- A written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the District’s prior approval. The proposal shall clearly identify who will lead the execution of assigned tasks and the respective personnel that will be assigned to them.

Provide a description of the experience, qualifications including required licenses and certifications, area of expertise or specialization, and availability (including current workload) of the project team members, including subconsultants/subcontractors, if any. Describe other project commitments by project team members and the anticipated level of involvement of each team member based on the abilities and expertise required for the type of work desired.

Provide the resumes of all members of the project team, including subconsultants/subcontractors, as an appendix. Each resume shall not exceed three (3) pages and shall include name and title, education, years with the company, licenses and certifications (issue and...
expiration dates), home office location, relevant experience within at least the last five (5) years, and other required qualifications discussed in this RFP.

The identified Project Manager will be WRD’s main point of contact for all assigned projects for the duration of the Contract. The proposal shall include the Project Manager’s contact information, including phone and e-mail address.

Once a Contract has been executed, the Consultant must request approval of the District in advance of any new personnel being assigned to the project. The District reserves the right to reject or remove personnel performing services at any time for the duration of the Contract. Complete a table (an example is provided in Attachment B) that summarizes the percentage of work (based on fees) to be performed by the Consultant and each Subconsultant. Specify the certification status of the Consultant and its subconsultants with respect to Local Business Enterprise (LBE), Small Business Enterprise (SBE), and Veteran Business Enterprise (VBE). The status of business enterprise is requested information in this proposal and will be used as criteria for proposal evaluation. Failure to include the completed form may be grounds for considering the proposal to be nonresponsive. Please refer to Section 10.6 for definitions of LBE, SBE, and VBE.

6.9 Conflict of Interest

Provide a statement that the Proposer, individuals employed by the Proposer, or firms employed by or associated with the Proposer, including subconsultants/subcontractors, do not have a conflict of interest with the Project. The Proposer shall exercise reasonable efforts to prevent any actions or conditions that could result in a conflict of interest and shall include, but is not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing in, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District. If a potential conflict of interest is identified in any form, the Proposer shall inform the District immediately. Proposers are subject to disqualification on the basis of a conflict of interest as determined by WRD.

6.10 Other Information

The proposal shall include a statement that the Proposer will meet the insurance requirements per Section 12.1 of the District’s standard Professional Services Agreement, which is attached to this RFP as Attachment C. Present a statement or description regarding any litigation to which the firm is a party, any bankruptcy settlements, or unpaid judgments against the firm or its principals. Provide a statement as to whether the firm has defaulted on previous professional contracts.

6.11 WRD Standard Contract

The selected Consultant shall be expected to execute a Contract using the District’s standard
Professional Services Agreement, which is provided as Attachment C. Proposers shall provide a statement in their proposals clearly stating acceptance of all the terms and conditions specified in the standard Professional Services Agreement (i.e. no exceptions can be made to WRD’s standard Professional Services Agreement).

6.12 Project Costs and Labor Hours

The proposal shall include a table showing the following information:

- Labor hour breakdowns by the project tasks and subtasks identified in Section 3.0 (including other subtasks that the Proposer sees fit) and associated personnel, including any subconsultants, as well as total hours. Names and titles/categories of individuals proposed to work on the project tasks/subtasks, including names of subconsultants/subcontractors shall be indicated.

- Fully loaded hourly billing rates – All direct, capital, and reimbursable expenses, including but not limited to travel and transportation costs, meals, lodging, office equipment and supplies, administrative and communications fees, etc., must be built into the hourly rates. Therefore, the District shall not pay Consultant nor its subconsultants/subcontractors for any direct or reimbursable expenses incurred for implementation of the scope of services described herein.

- The labor hours and fees for proposed optional tasks, if any, shall be presented in a separate table to differentiate from the baseline Scope of Work.

It is expected that the indicated hourly rates will remain in effect for the duration of the Contract unless otherwise specified and approved by WRD. The rate sheet shall also include any other rates or fees, such as markups for subconsultants/subcontractors not identified as part of the project team, equipment markups, or other direct costs that may be incurred.

The proposal shall also include a description of the anticipated method of billing for services performed, with provisions for monthly billing that will include itemized accounting of hours of personnel, hourly rates, and percent completion for each task identified.

7.0 PROPOSAL SUBMISSION REQUIREMENTS

7.1 Proposal Format

The proposal shall be limited to no more than 25 pages in length. This does not include the title page, table of contents, cover letter, appendices, dividers, or résumés. All sections of the proposal shall be printed on 8.5” x 11” size recycled paper or recyclable white bond paper.
paginated, and bound. Any oversized documents, such as charts or tables, must be folded to size and secured in the envelope.

All files shall be in a text searchable PDF format (i.e., not scanned images) compatible with Adobe Acrobat Version 8.0 (at a minimum). The main directory of the CD/flash drive shall contain the entire proposal as a single PDF file. All sections of the PDF file shall be bookmarked.

7.2 Proposal Signing

The proposal shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the Proposer. The submission and signing of the proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFP and certifies that the proposal was prepared independently and was submitted without any collusion designed to limit competition or bidding.

7.3 Proposal Submittal Procedures

Five (5) hard copies of the proposal shall be submitted in a sealed envelope to WRD no later than the proposal due date and time indicated in this RFP. The envelope shall be plainly marked on the exterior “PROPOSAL FOR PROFESSIONAL CONSTRUCTION MANAGEMENT-INSPECTION SERVICES” and with the name and address of the Proposer. In addition, an electronic copy of the proposal on a CD or flash drive shall be submitted. Envelopes containing proposals will be time stamped upon receipt by WRD.

Proposals must be mailed or delivered in person or via courier services to:

Attn: Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712

It is the Proposer’s responsibility to ensure that proposals are received prior to the submittal deadline. Proposal packages should also include all signed Acknowledgment of Addendum forms that may be issued by WRD as part of this RFP process, as further described below.

The WRD will not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification, or late withdrawals will not be considered under any circumstances. Faxed or emailed proposals will not be accepted. There will be no formal opening of the received proposals.

7.4 Questions Regarding the RFP

Questions concerning the technical aspects or general requirements/provisions of the RFP must be received no later than the due date indicated in this RFP and must be directed in writing to
Melody Wu, WRD Project Administrator, via email only to: mwu@wrd.org with the subject heading “Question – RFP for SDW CONSTRUCTION MANAGEMENT Services”.

Questions received from prospective proposers and responses from WRD will be formally documented in a Question and Answer (Q&A) table that will be posted on the WRD website: http://www.wrd.org/business/water-replenishment-business.php. The Q&A table will be updated regularly as questions are received from prospective proposers. As a result, all proposers are recommended to visit the above-mentioned WRD website on a regular basis. Responses to questions may result in the issuance of an Addendum to the RFP, as further described in Section 10.4.

7.5 Proposal Preparation Costs

This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of proposals. Firms responding to this RFP will be solely responsible for all costs and expenses incurred during the selection process.

8.0 PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for Tuesday, August 22, 2017 at 10:00 a.m., at WRD’s Board Room located at 4040 Paramount Boulevard in Lakewood, California 90712. Prospective proposers are encouraged to attend and present questions regarding all requirements and provisions specified within the RFP and the Consultant selection process. Responses to questions will be formally documented and distributed. Meeting participants are required to sign in and provide a business card upon arrival at the meeting room. A copy of the sign-in sheet will be posted on the WRD website: http://www.wrd.org/business/water-replenishment-business.php.

9.0 PROCUREMENT SCHEDULE AND PROCESS

9.1 Solicitation Schedule

Milestones for the RFP process are summarized in the table below. The District reserves the right to modify the schedule below at its discretion. Proper notification changes will be made to interested proposers.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>RFP Issued by WRD</td>
<td>August 10, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>Tuesday, August 22, 2017 at 10:00 a.m.</td>
</tr>
<tr>
<td>Deadline for Questions Regarding this RFP</td>
<td>Friday, August 25, 2017, at 12:00 p.m.</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Thursday, August 31, 2017 at 3:00 p.m.</td>
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<tr>
<td>WRD Board Awards Contract</td>
<td>Thursday, September 21, 2017</td>
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</table>

9.2 Selection Process
This solicitation is being conducted by WRD through a fair and open process in accordance with procurement policies established for water replenishment districts in the State of California, those policies established by WRD, and applicable State laws.

All responsive proposals will be evaluated by a selection committee formed by the District. The proposal shall be of such scope and depth to sufficiently describe and demonstrate the Proposer’s understanding, approach, and qualifications to successfully complete the scope of services described herein. Submittal of incomplete or vague responses to any section or subsection of this RFP may result in rejection of the proposal. Proposals will be evaluated, scored, and ranked based on the criteria specified in Section 10 of this RFP.

Once the proposers are ranked, WRD will initiate negotiation with the top-rated proposer. If WRD is unable to reach an agreement with the top-rated proposer, negotiations will be formally terminated. WRD will then negotiate with the next highest-ranked proposer and so on until an agreement is reached. Once negotiations with a proposer are terminated, WRD will not renegotiate with that proposer.

The firm that is recommended to the WRD Board of Directors for award of contract will be the one whose proposal is determined to be the most advantageous to the District in consideration of price and all other evaluation factors that are set forth in this RFP. No other factors or criteria not listed in this RFP shall be used in the evaluation.

10.0 EVALUATION CRITERIA

Selection will be made on the basis of WRD’s judgment as to which proposal best serves WRD’s interest. The proposal will be evaluated on the basis of the criteria listed below in this section. Proposals also will be evaluated based on the clarity, completeness, and professional quality of the documents submitted, as well as conformance to the RFP instructions and responsiveness to the RFP requirements in a straightforward and concise manner.

10.1 Project Team and Qualifications

Project team’s technical and management competence to perform the work specified herein will be evaluated. Considerations include, but are not limited to the following:

- Professional qualifications and education of the project team.
- Expertise and the appropriate mix of skills and disciplines of the project team and percentage of work to be self-performed.
- The accessibility and commitment of the Proposer’s key personnel and subconsultants/subcontractors to successfully complete assigned projects, including the geographic proximity of each team member’s primary office location with respect to the District’s service area.
• Ability to perform work on short notice and anticipated response times.

• Capacity and flexibility to complete high quality work in a timely manner that meets the established schedule.

• Familiarity with the policies and procedures of the District, County, and other local agencies.

10.2 Project Understanding and Approach

The following will be considered in the evaluation of proposals:

• Understanding of the nature of professional services contracts and expected tasks to be performed.

• Work schedule and methodology to completing assigned tasks, specifically with regards to budget sensitivity, efficiency, adherence to District standards and applicable regulatory codes, and pertinence of the assigned tasks.

• Demonstration on how the Proposer will organize the execution of assigned projects, including the make-up of the team, the leadership of the team, the accountability of the Project Manager, and the lines of authority.

• A strong project management structure that includes clearly defined communications protocols (including how the Proposer’s staff will interact with the District’s team and project manager), procedures for coordination throughout the assigned project, and subconsultant/subcontractor integration.

• A solid quality assurance and control program that demonstrates a clear understanding of the need and process of ensuring WRD receives the highest quality product required for assigned projects.

• Overall clarity, creativity, and logic, and completeness of the approach. The proposal should demonstrate interest and insight to the specific details of WRD’s desired services.

• Other services or considerations not addressed in the RFP, but were deemed to be pertinent to the scope of services by the Proposer.

10.3 Performance on Similar or Related Projects

WRD reserves the right to conduct an independent verification of the Proposer’s experience qualifications by contacting project references, accessing public information, or contacting independent parties. Prospective proposers shall respond and provide additional information that may be requested during the evaluation of proposals. Factors to be considered will include, but may not be limited to, experience with similar projects, project coordination, cost control, quality of work, technical capability, and adherence to project schedules and standards.
10.4 Billing Rates

Hourly billing rates, including markup rates, will be evaluated with respect to the anticipated overall value for services proposed.

10.5 Organizational and Support Resources

The following will be considered in the evaluation of proposals:

1. Capability under current workload to perform the work specified herein. Factors to be considered include, but may not be limited to, number of qualified staff allocated to assigned projects, availability of key personnel and support staff, knowledge of local conditions, and demonstrated ability to meet proposed project schedules.

2. Anticipated response times after notification of work assignments by WRD.

10.6 Local Business Enterprise (LBE) and Small Business Enterprise (SBE) and Veteran Business Enterprise (VBE) Preference

The District may give preference in the evaluation of proposals to proposers based on the extent of participation demonstrated through compliance with LBE, SBE, and VBE participation. For purposes of this evaluation, the District may provide preference of up to 5% of the total evaluation points for consultants with at least 20% participations of LBE or at least 20% participations of SBE/VBE.

A Local Business Enterprise (LBE) is defined as a vendor, contractor, or consultant who has a valid physical business address and an established place of business: (1) located within five miles of the District’s service boundary or (2) located within a city that is situated within five miles of the District’s service boundary.

A Small Business Enterprise (SBE) shall mean a small business enterprise certified as such by any branch of the Federal Government, the State of California, or by any other Public Entity within the State of California as defined by California Public Contract Code Section 1100. To qualify for the SBE Preference, SBEs must be certified as such at the time the proposal is submitted to the District. Proof of certification should be submitted to the District along with the proposal, and not later than two (2) business days after the deadline for submitting proposals. Proof shall include a copy of each SBE’s certification or other appropriate documentary evidence by the certifying public entity. Proof of certification may be subject to verification by the District. The District shall not, however, be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a SBE. Companies having certifications for Veteran Business Enterprise (VBE) may submit such certifications, which may be used by the District in partial fulfillment of the 20% SBE participation.

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For companies with multiple offices, the office affiliation of the proposed individuals working on the project will be used as a means to estimate the company’s LBE participation.

For Local Business Enterprise (LBE), Small Business Enterprise (SBE), and Veteran Business Enterprise (VBE) preference consideration, the Consultant and Subconsultant Status as LBE, SBE, and VBE form, which is attached to this RFP as Attachment B, must be completed.

11.0 GENERAL PROVISIONS

The Proposer should specify if any of the requirements included in this section or any other section of the RFP pose a specific problem, and if so, identify the problem and its impact within the proposal.

11.1 Entire Agreement

The services described in this RFP, the successful proposal (with any proposed optional tasks) approved by WRD, the purchase order, and any written changes or amendments to the scope of services shall represent the entire Agreement between the parties and shall supersede all prior written or oral representations, discussions, and agreements. Furthermore, this RFP is not only meant to aid in the preparation of proposals, but it is also intended to serve as a binding technical guidance document for the Consultant. The consulting firm awarded a contract to provide services described in this RFP shall be deemed bound to execute all requirements as listed and prescribed in this RFP, unless WRD modifies aspects of the scope of work or any conditions in the RFP in writing. Thus, the executed Contract will incorporate the terms and conditions specified in this RFP, as well as the final scope of work and fee schedule submitted by the Consultant as part of its proposal.

11.2 Contract Amendments

Changes that affect the scope of work, period of performance or time schedule, and costs will be effected by written notices of amendment. No payments will be made for work performed outside the original scope of work unless prior written approval was granted by WRD. The Consultant may be required to provide additional services under a negotiated change order approved in writing by WRD.

11.3 Term of Contract

Upon approval by the WRD Board of Directors, the District shall enter into a contract with a maximum term of two years with selected firm.
11.4 Ownership and Use of Documents

Consultant will be required to treat WRD’s documents in confidence and shall indemnify WRD in case of alteration, loss, or damage thereto. Consultant shall not release to the general public, public agencies, or private businesses in any manner, any information, data, or documents developed pursuant to the performance of services specified herein without the expressed written consent of WRD.

Any preliminary or working drafts, notes, and inter-agency or intra-agency memoranda that are not expected to be retained by the Consultant or WRD in the ordinary course of business shall be exempt from disclosure to any public entity under provisions of the Public Records Act.

11.5 Business Records Access and Retention

All records pertaining to this Project, which are retained by the Consultant, shall be accessible to WRD while work is ongoing and for at least five years thereafter.

11.6 Termination

WRD may terminate the project at any time at its sole discretion. Notice of termination will be provided in writing. Upon termination of the project, WRD shall make payment to the Consultant only for services provided up to the date of termination.

12.0 TERMS AND CONDITIONS

12.1 Proposal Rejection

WRD reserves the right to accept or reject any or all proposals received in response to this RFP or cancel in whole or part the selection process if it is in the best interest of the District to do so. Alternatively, the District reserves the right to waive any minor defect or technicality in any proposal received.

12.2 Proposal Clarification and Requests for Additional Information

All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. WRD reserves the right to request clarification of information submitted and to request additional information from any or all proposers. The District may require any evidence it deems necessary, such as documentation regarding the Proposer’s financial stability, before any contract is awarded. In conducting discussions with proposers, there shall be no disclosure of information derived from proposals submitted by competing firms.

12.3 Proposal Validity Period
Proposers may withdraw their proposals at any time prior to the due date and time by submitting a written notification of withdrawal signed by the firm’s authorized agent. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance within the proper timeframe. A proposal cannot be changed or modified after it has been submitted by the designated due date and time and shall constitute an irrevocable offer, for a period of ninety (90) days, to WRD for the services set forth in the proposal.

12.4 RFP Revisions and Addenda

WRD reserves the right to issue a written Addendum or Addenda to provide further clarification or make revisions/corrections to the RFP. All Addenda will be issued via e-mail to prospective proposers who were initially forwarded the RFP via e-mail as well as other prospective proposers who have subsequently provided WRD with their contact information (i.e. e-mail address and telephone number). All Addenda will also be posted on the WRD website (http://www.wrd.org/business/water-replenishment-business.php) within a reasonable timeframe prior to the proposal due date. If an Addendum is necessary within 72 hours of the proposal submittal deadline, the District, at its discretion, can extend the proposal submittal deadline. Any Addendum issued must be acknowledged by the Proposer by signing and submitting the “Acknowledgment of Addendum” form that will be provided with each Addendum. All Acknowledgment of Addendum forms must be submitted to WRD as part of the proposal package that is submitted by the proposal due date. Failure to acknowledge any Addenda may result in the proposal being considered nonresponsive and subject to rejection.

The Proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the District prior to the submittal due date. Therefore, the District recommends that prospective proposers check the WRD website prior to making their submission.

12.5 Confidentiality

The content of proposals will be kept confidential until the award of contract by the WRD’s Board of Directors. All materials submitted in response to this RFP will become the property of the WRD and will become public record after award of contract to the successful Consultant. The WRD will not return any proposals to proposers.

If a Proposer believes any portion of its proposal contains confidential or proprietary information, exempt from public disclosures under the California Public Records Act, the Proposer must label that information within its proposal as “CONFIDENTIAL”, “TRADE SECRET”, or “proprietary.” The above restrictions may not include cost or price information, which shall be open to the public upon award of contract. Notwithstanding the foregoing, the District will not be responsible or liable in any way for losses that the Proposer may incur from the disclosure of information or material to third parties.
13.0 LEGAL POLICIES

13.1 Compliance

The Consultant shall abide by and obey all applicable federal, state, and local laws, rules, regulations, and ordinances.

13.2 Governing Laws and Requirements

Performance of services herein shall be governed and construed in accordance with the laws of the State of California. The selected Consultant hereby agrees that in any action relative to the performance of said services, venue shall be in the County of Los Angeles, State of California.

13.3 Public Releases

The Consultant agrees not to use or otherwise make public in any manner, either for profit or nonprofit, any of the information, data, procedures, systems, or documentation developed pursuant to the performance of services specified herein without the expressed written permission of WRD.

13.4 Business License

The Consultant will be required to show evidence of all valid and applicable business license(s), which must be in effect during the period of the performance of services specified herein.

13.5 WRD's Property

All deliverables submitted pursuant to the performance of services specified herein shall become the sole property of WRD and they may be used in any manner and for any purpose WRD deems in its best interest.
ATTACHMENTS
Attachment A

Key Personnel Participation in Example Projects
### KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

<table>
<thead>
<tr>
<th>NAMES OF KEY PERSONNEL</th>
<th>ROLE IN THIS PROPOSAL</th>
<th>EXAMPLE PROJECTS LISTED IN SECTION 4.2.1</th>
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<td>Peter L.</td>
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#### EXAMPLE PROJECTS KEY

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# ATTACHMENT A

## KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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<th>NAMES OF KEY PERSONNEL</th>
<th>ROLE IN THIS PROPOSAL</th>
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Attachment B

Consultant and Subconsultant Status as LBE, SBE and VBE
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Attachment C

WRD Standard Agreement for Professional Services
PROFESSIONAL SERVICES AGREEMENT
[INSERT CONTRACTOR NAME]

This Professional Services Agreement (the "Agreement") is made and entered into this day of __________, ________, by and between the Water Replenishment District of Southern California ("District") and [Insert Contractor Name] ("Consultant") (collectively the "Parties" or individually as "Party") for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Consultant shall perform the scope of services described in Exhibit A hereto ("Services"). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

   1.1 **Standard of Care.** In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. **Term.** The term of this Agreement shall commence on [Month, Day, Year] and shall end on [Month, Day, Year] (the "Expiration Date"). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District's Board of Directors ("Board"). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

   2.1 **Termination by District**

   2.1.1 **Termination for Convenience.** The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant's compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date.
of such termination. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 Consultant’s Obligations Upon Termination. Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. Consultant’s Compensation. District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 Fee. Consultant shall be paid in accordance with the fees and Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

3.2 Reimbursable Expenses. Consultant shall be reimbursed for only pre-approved expenses, subject to the provisions of this Agreement. Consultant shall obtain the District’s prior written approval before incurring an expense not specifically provided for under this Agreement.

3.2.1 Third Party Expenses. Unless specifically provided in Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall not reimburse Consultant for any costs charged to Consultant by third parties unless said costs are preapproved. In the event such costs are approved, such reimbursement shall be at cost without any markup by Consultant.

3.3 Invoices. Within thirty (30) days of Agreement execution, the Consultant shall include a Form W-9 as a prerequisite for payment. Consultant is to include the District’s purchase order number when submitting monthly invoices to District for services performed and expenses incurred during the preceding month. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.

4. Consultant’s Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its
compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant’s failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. **Ownership and Use of Documents.** All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District’s ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the exclusive property of the District and shall not be distributed or provided to third parties without the express written authorization of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure...
to properly withhold taxes as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person(s) on behalf of the District: ________________________.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. Compliance With Laws and Regulations; Licensing. Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and
local laws, statutes, codes, rules, regulations, ordinances and professional standards ("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

12. **Insurance.** Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

12.1 **Required Policies.**

12.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

12.1.2 **Business or Comprehensive Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.4 **Employers’ Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.5 **Workers’ Compensation Insurance** as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

12.2 **Required Terms.**

12.2.1 All polices except workers’ compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents, authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

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Water Replenishment District of Southern California

Professional Services Contract

[insert contractor name]
12.2.3 All policies shall provide that coverage cannot be cancelled without thirty (30) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.

12.2.5 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

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

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit C. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

12.2.10 All policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or equivalent or as otherwise approved by District.
13. **Indemnification.** Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District (“Losses”), as a result of Consultant’s breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys’ fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. **Equal Opportunity.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

17. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.

18. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive
venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

19. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

Water Replenishment District of Southern California  
Attn: WRD Project Manager  
WRD Contract Administrator  
4040 Paramount Blvd.  
Lakewood, CA 90712  
Phone: (562) 921-5521  
Fax: (562) 921-6101  

If to Consultant:

Contact Name  
Address  
Address  
City, State ZIP  
Phone:  
Fax:  
Email:  

20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

21. **Integration; Construction.** This Agreement (inclusive of exhibits incorporated herein by this reference) sets forth the final, complete and exclusive expression of the Parties’ agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral terms or conditions provided by Consultant), in the event of any conflict or inconsistency between this Agreement and Exhibit A (or any invoice or other unilateral terms or conditions provided by Consultant), this Agreement shall control. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall
be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

22. **Effective Date.** This Agreement is effective as of the date first set forth above.

23. **Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

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<tr>
<td>Robert Katherman</td>
<td>Sergio Calderon</td>
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<tr>
<td>Print Name</td>
<td>Print Name</td>
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<tr>
<td>President, Board of Directors</td>
<td>Secretary, Board of Directors</td>
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<td>Title</td>
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[INSERT CONTRACTOR NAME], ("CONSULTANT")

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<td>Print Name</td>
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<td>Title</td>
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**Approved As To Form**
**LEAL, TREJO LLP**

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

[Insert detailed description of scope of work.]

Water Replenishment District of Southern California

Exhibit A
Scope of Work

Professional Services Contract
[insert contractor name]
EXHIBIT B
CONSULTANT RATE SCHEDULE

Attach provided Rate Schedule Here.

If Rate Schedule/Budget is not included in proposal, complete the following:

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement [insert appropriate language: at the hourly rates, monthly sum or the lump sum amount.]

2.0 A budgetary amount of $__________ (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

[Insert additional terms as needed after consultation with counsel.]
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: __________________________

Project Name: __________________________

Refer to the Additional Insured Endorsements forms E1-8 following:

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:
  o Form CG 20 10 11 85 (E1) or
  o BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions E2) specifically naming the District parties or using language that states "as required by contract")
  o "Blanket" Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agency".
  o If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. (E5)
    o Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)
    o Primary Coverage – The primary/non-contributory language is included. "The insurance provided by this policy shall be primary as respects any claims related to the __________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it." e.g. Form CG 20 01 (E6)

☐ Auto liability (Optional (E7)) AI - most standard forms have automatic AI but some carriers provide endorsement

☐ Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) (E8)

☐ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
EXHIBIT A-2

SCOPE OF WORK
3. Project Overview & Approach

PROJECT UNDERSTANDING

The Butier Team understands that the District is seeking a qualified consulting firm to perform professional construction management and inspection services of treatment systems through start-up for three wellhead locations. The purpose of the project is to install wellhead treatment equipment on wells that have been identified under the Safe Drinking Water Program as contaminated with volatile organic compounds (VOCs). The contaminant for all of the wells is Trichloroethylene (TCE) and the proposed treatment system for each is the Granular Activated Carbon (GAC) System. The three wells that have recently been selected for inclusion in the project include the following:

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<th>Well / Location</th>
<th>Capacity</th>
<th>Design Stage</th>
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<tr>
<td>City of Huntington Park Well No. 15</td>
<td>1100 gpm</td>
<td>65% Tetra Tech</td>
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<tr>
<td>6720 Cottage Street Huntington Park, CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Lynwood Well No. 11</td>
<td>650 gpm</td>
<td>85% KEH &amp; Associates</td>
</tr>
<tr>
<td>11645 Esther Street Lynwood, CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>California American Water Company Arlington Well</td>
<td>800 gpm</td>
<td>90% Valentine Environmental Engineers</td>
</tr>
<tr>
<td>5109 Arlington Ave. Los Angeles, CA</td>
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The estimated cost of construction for each well is $1 million - $1.5 million. The projects will be staggered and are expected to overlap. It is anticipated that the combined project duration will be less than two years with each well taking six (6) to eight (8) months from NTP to start-up. The actual labor hours spent on site isn’t expected to take the full 6 - 8 months.

Most of the project duration will consist of procuring the wellhead treatment equipment, which has a long lead time. Each separate bidding will include the purchase and installation of the treatment equipment. It will not be pre-purchased by the District. The site work is minimal and will consist mostly of pipe work and concrete foundations.

SCOPE OF WORK

1. Meetings

A. Kick-off Meeting

The Butier Team will schedule and facilitate a kick-off meeting with WRD personnel to discuss the scope of work, project team, and project schedule and to receive any additional background information. In addition, the Butier Team will schedule and facilitate kick-off meetings with each of the pumpers, project stakeholders and WRD staff to discuss the following: any prior treatment that may have been performed; contract administration guidelines; contractual roles; and reinforcement of specific requirements for safety, access, and coordination issues for the work. The CM/Lead Inspector will provide a meeting agenda three (3) days in advance of the meeting and transmit meeting minutes to all attendees within three (3) business days.

B. Monthly Progress Meetings

The Project Manager and CM/Lead Inspector will schedule and conduct construction progress meetings with WRD staff and purveyor representatives and provide meeting agendas. Topics discussed at the meetings will include the project schedule; near-term activities; clarifications and problems that need resolution; coordination with other Contractors; status of change orders, submittals, and RFIs; safety issues; OSHA visits and citations; and other topics. The PM and CM/Lead Inspector will identify action items and assign responsibility for the action and date action is to be completed; prepare minutes of the meetings and include identified action items; review the meeting minutes with the Contractors and obtain the Contractors’ concurrence with the content; and distribute the minutes to the attendees within five (5) calendar days of the meeting.

C. Pre-Construction Scheduling Meeting

Butier’s Project Manager / Senior Scheduler and CM/Lead Inspector will facilitate a pre-construction scheduling meeting with the District and the Contractors to discuss the scheduling specification requirements and format. The meetings will facilitate timely submittal, review, and approval of the Baseline Schedules and help to reduce the number of resubmittals. The CM/Lead Inspector will prepare an agenda 5 business days prior to the meetings and submit to the District for approval. The CM/Lead Inspector will distribute meeting minutes to all attendees within 3 business days of the meetings.
2. Constructability Review

Prior to bid of each project, the Buter Team will review the plans and specifications (including the bid schedule). Written comments will be provided related solely to the completeness and adequacy of the documents for bidding and construction purposes. Particular emphasis will be placed on the adequacy of the documents for constructability, promotion of site safety, avoidance of construction contractor claims and construction cost overruns, meeting environmental compliance, and meeting overall project schedules. The Team will identify ambiguities, conflicts, lack of clarity, and use of unnecessarily restrictive requirements.

The CM team—consisting of professional civil, mechanical, and electrical engineers—will implement a checklist for thorough constructability reviews through final design completion of the project plans, technical specifications, and estimates provided by the design consultants (KEH & Associates, Tetra Tech, and Valentine Environmental Engineers). The CM Team will prepare a report for each project for review, comment, and approval by the District prior to submitting comments to the design consultants. The constructability reviews will include, but not be limited to, the following: technical elements of the design; completeness and compatibility of the plans and technical specifications; compatibility of the design packages; and feasibility of the construction staging/phasing.

Review comments will address the minimization of interference between all construction contractors working at the various sites. The Team will provide review comments to the District in a written report, consistent with the design review schedule. The review comments will be provided electronically in a spreadsheet format specified by the Design Engineers and the WRD Project Manager.

3. Construction Management

A. Bid Advertisement and Award

Our Team can assist the District in conducting contractor outreach to help publicize the projects and ensure an adequate number of bidders. Effective bidder outreach will help to ensure that large bidding pools are created. Our Team can also assist the District by conducting effective pre-bid meetings including site tours, if necessary. These serve to inform bidders about key project issues and requirements resulting in more responsive bids and better bid prices. The CM Team will assist District staff with the advertisement for bids, conduct pre-bid meetings, be available to answer questions that any potential bidder may have, receive and evaluate all bids submitted, prepare a bid summary sheet of all bids, conduct a reference check on the apparent low bidders, and provide recommendations to the District for bid award. The PM will assist the District with any bid protests and contract negotiations.

B. Pre-Construction Meeting

The Project Manager and CM/Lead Inspector will schedule and facilitate pre-construction meetings for each project with the Contractors and the District. The project team will outline the following to the Contractors: contract administration guidelines, contractual roles, reinforcement of specific requirements for safety, access, and coordination issues for the work. The CM will provide a meeting agenda 3 days in advance of the meeting and transmit meeting minutes to all attendees within 2 business days.

C. Weekly Project Progress Meetings

The Project Manager and CM/Lead Inspector will facilitate weekly construction progress meetings for each project with the Contractors, the District and other necessary stakeholders. The CM/Lead Inspector will prepare an agenda prior to the meeting and distribute the meeting minutes within 3 business days. The meetings will cover site safety, progress, job problems, and any actions requiring clarification of design intent, ambiguities in contract documents, and other key issues. Action monitoring will be implemented to ensure compliance and timely response by all parties.

D. Document Control System

Buter utilizes cloud-based construction project management software. The program affords the project team with 24/7 visibility into project status and a centralized, comprehensive platform to manage all vital project data. The program will allow us to create "dashboards" specific to the user. This will allow District staff and vital stakeholders to quickly access project records for key metrics and provide near real time updates of project progress.

E. Shop Drawings and Submittal Reviews

The Buter Team will be responsible for processing and monitoring the status of submittals for each project. Using a systematic tracking procedure established by the CM/Lead Inspector for timely submittal review and processing of shop drawings with means for acceleration of review possible for significant critical controlling shop drawings. In meeting the District's internal timeframes, submittals will be processed on a one-week turnaround basis or sooner. Submittal tracking will be introduced into the electronic document control system and status of submittals will
be known at all times. This system will be coordinated with each Contractor per contract document requirements. The CM/Lead Inspector will provide limited reviews as shop drawings are received during the construction phase and provide recommendations and review comments supplemented by District staff.

F. On-Site Field Inspection
Butler will provide a CM/Lead Inspector who is qualified to oversee all of the work at each project site, including project start-up performed by the Contractors to ensure it is in compliance with the contract documents, industry standards and applicable codes, local regulations, and construction permits. Additional CM/Lead Inspector responsibilities include the following:

- **Pre-Construction Survey:** Perform a pre-construction site video survey with the Contractors prior to the NTP. Document the existing condition of all areas that will be impacted by construction. The CM/Lead Inspector will also take digital photographs to document the existing conditions. The survey documentation will be provided to the project team via a cloud based link. A permanent record will be downloaded at the end of the project.

- **Daily Inspection Reports:** For each project, the CM/Lead Inspector will maintain daily inspection reports, which will be submitted to the District on a weekly basis. The reports will document construction activities for each well, including the date, day of week, and weather conditions; hours of work; personnel on site; equipment being used; idle or inoperable equipment; details of each activity; controversial matters/disputes; deficiencies and violations; instructions issued to the construction contractor; safety concerns; description of accidents; major material and equipment deliveries to the site; names of visitors to the site; and delays and extra work.

- **Photographic Records:** Provide weekly photographic/digital records of each project during construction. Log construction digital photographs on a daily basis. A digital photographic library will be maintained of significant construction activities. The photographs will be labeled with the date, location, and narrative information. Additional digital photographs will be taken of change order and claim items, and any special or unique conditions as they arise. The photographic library will be turned over to the District at the completion of the construction contract.

- **Schedule Review:** Reviewing the Contractors’ two week “look ahead” schedules and coordinate staffing needs with Butler’s Project Manager.

- **Record Drawings:** The CM/Lead Inspector will review each Contractor’s record drawings on a monthly basis to ensure that timely recording is being accomplished. The CM/Lead Inspector will ensure that District record drawings identify RFIs, shop drawing revisions, change order modifications, etc. and that they are updated weekly. The record drawings will be submitted to the Design Engineers at the completion of each project. The CM/Lead Inspector will coordinate the submittal of completed record drawings to the District’s Records Manager. The CM/Lead Inspector will hold monthly record drawing review meetings with the District’s PM and the Contractors prior to submittal of monthly progress payments. Construction contract documents should provide the District with the ability to withhold a percentage of the monthly pay request to ensure timely completion of as-built drawings. Butler will be utilizing Blue Beam.

- **RFIs:** Discuss responses to RFIs with Butler’s Project Manager as required and coordinate the replies to the Contractors; review of the submittals; provide non-conformance reports; and provide documentation of construction activities, duration of activities, manpower and equipment allocation.

G. Review Monthly Progress Payments
The CM/Lead Inspector will receive, check, and verify all Contractor monthly progress payment requests and other project-related invoices based upon the cost-loaded schedule. The progress payment worksheet will be based on an approved schedule of values. Progress pay requests will be checked against the approved schedule of assigned values and actual in-place quantities verified at the end of the pay period. The pay request format will be established by the project team to expedite checking, processing, and subsequent updating of project budgets and cost projections and forwarded to the District’s Project Manager for approval and payment to the Contractors.

H. Contractor Claims & Change Orders
The Project Manager and CM/Lead Inspector will have no authority to issue changes or modifications to the contract documents. The CM/Lead Inspector will track, document, and negotiate all changes for added costs or credits with the Contractor and evaluate all schedule impacts of changes. The Project Manager and CM/Lead Inspector will advise the District’s Project Manager of equitable cost and time adjustments for proposed or authorized changes including credits, if any that are due.
Butler's Project Manager and the CM/Lead Inspector will evaluate all claims by the Contractor seeking additional costs or additional time for contract modifications. The documentation of claims issues are included in the Document Control System and provide the Team with detailed data for determining the validity of all requests. Butler’s Project Manager and the CM/Lead Inspector will assess whether the claim is merit and make recommendations on resolution or denial of claimed costs. The CM/Lead Inspector will identify, prepare, log and monitor all Contractor claims or changes and will prepare a position paper setting forth the contractual basis of the change order entitlement, background leading to the request for potential change order, possible resolution to change requests, and recommendations for the District’s decision.

I. Review Contractor’s CPM Schedule
Butler’s Project Manager / Senior Scheduler will evaluate and monitor the Contractors’ Baseline Schedules, weekly look-ahead schedules, monthly schedule updates, Time Impact Analyses (TIAs), schedule revisions, and as-built schedule submittals. The Project Manager / Senior Scheduler will also update the overall project schedules to reflect actual progress and changes. Slippage of any contract activities on the critical path, as well as time sequence problems, will be identified early so that the Team may take corrective action, if possible. The Contractors should be required to re-evaluate the logic of their original schedules and resubmit revised planning should the original plan be ineffective or not followed. Contractor time extensions must be supported by critical path impacts on the approved baseline schedules. The Butler Team will utilize Primavera Project Planner (P6) to perform schedule reviews.

J. Project Reports and Invoicing
Each month, the CM/Lead Inspector will submit a progress report along with an invoice for the work accomplished during the reporting period. The report will describe in detail the progress made during the previous month and the hours spent on each task. Percentage completed and anticipated date of completion for each task will be included. Invoices submitted will be consistent with the monthly progress report format. The approved budget, along with the budget for any task, will not be exceeded unless previously authorized in writing by the District. The Project Manager and CM/Lead Inspector will notify the District’s Project Manager immediately upon reaching 50 and 75 percent of the project’s budget.

The monthly invoice will be in a format approved by the District. Each project will be invoiced separately. At a minimum, each invoice will contain the purchase order or contract number and will be itemized by task. A subtotal for each task will be included. Names of persons, their job titles, hourly billing rates, actual hours worked during the billing period, and subtotal labor costs will be summarized in a table. The Butler Team will adhere to the reporting requirements provided by the District and will prepare invoices that comply with the requirements.

4. Closeout and Acceptance

A. Testing
The CM/Lead Inspector will observe and coordinate that testing for each well has been successfully completed and verify and confirm that proper operation for all systems is satisfactory. After successful testing, a written report will be provided to the District.

B. Final Punch List
The CM/Lead Inspector will prepare a project punch list at substantial completion of each project and coordinate the correction of deficiencies and schedule. Upon correction of deficiencies by the Contractors, the CM/Lead Inspector will coordinate and conduct a final walk-through prior to the acceptance of work with the Design Engineers, District’s Project Manager, District’s Operations and Maintenance Department, and other staff as directed by the District’s Project Manager.

C. Final Payment Requests
The CM/Lead Inspector will verify that the Contractors have made all payments to the subcontractors and vendors and that any stop notices or liens have been released.

D. Contractor’s Project Record Drawings
The Butler Team will review the Contractor’s final red-line drawings for completeness and accuracy before final payment is approved and drawings are given to the Design Engineers for incorporation into AutoCAD. The Project Manager will submit the final red-line drawings (hard copies and electronic PDF copies) to the District and the Design Engineers.

E. Final Progress Documentation Report
The CM/Lead Inspector will prepare and submit a final progress report to the District no later than 60 calendar days following the filing of the Notice of Completion.

F. Project Documents and Files
The CM/Lead Inspector will furnish all original project documents and final reports—including daily logs and photographs—to the District’s PM within 60 calendar days following filing of the Notice of Completion.
Project Management Approach

The Butier Team will use a project control system consisting of four elements that provide quality assurance/quality control procedures and guidelines in the execution of all construction management projects. The four elements are:

- Technical Quality Control Procedures
- Cost and Schedule Control (For CM Team and Construction Contracts)
- Quality Assurance/Quality Control
- Construction Management Communications Manual

A. Technical Quality Control Procedures

Technical quality control on each project is accomplished by three primary means:

1. Assigning experienced, qualified project personnel
2. Implementing regular checking procedures
3. Conducting technical reviews.

It is our policy to assign to every project one or more senior staff members to serve as technical advisors. For larger projects, we request the owner allow us to form a technical review committee (TRC) whose responsibilities include: infusing innovative technical concepts at the beginning of a project; providing technical guidance to the Project Manager and team members throughout the course of the work; resolving technical issues; reviewing the work at key milestones to see that the work product meets and exceeds the high standards for technical excellence that Butier sets for itself; and assuring the technical adequacy of the project prior to the submittal of the product to the District.

B. Cost and Schedule Control

While the CM Team’s ability to meet schedule milestones will be important for meeting the overall goals of the project, their ability to monitor and manage the Contractor’s performance will be critical to minimizing problems during construction. Contractor schedule requirements will be specified in the contract documents based on the needs of the project. Such requirements include substantial completion deadlines and interim and final completion dates. The Butier Team will use two primary tools to track construction schedule performance. First, resource-loaded schedules (Primavera) are the basis for evaluating performance and identifying if potential problems will occur. Second, variance identification/analysis initiates recovery when problems do occur.

The construction progress will be evaluated based on data contained in approved, resource-loaded critical path method schedules. The Contractor will be required to submit detailed resource-loaded schedules for acceptance by the District. The Contractor is then required to provide timely, detailed status information as the work progresses. The Butier Team will project future performance through trend analysis and evaluate the Contractor’s actual performance by comparing actual qualities completed versus planned. The primary resource loading for these evaluations include: 1) Cost (dollars); 2) Man-hours (by craft); 3) Quantity of work (cubic yards, linear feet, etc.); and 4) Construction equipment listing.

An initial baseline schedule submittal from the Contractor must be reviewed for compliance with the contract documents and established procedures to determine that the schedule logic is accurate, durations are reasonable, float is managed properly, adequate reserves are established, pending and approved changed orders are included, and most important, that the schedule is a reliable tool for measuring progress.

Every measurement of schedule performance must be compared with the approved or baseline contract schedule. While all deviations from the baseline schedule are variances, not all variances are significant or schedule threatening.

The CM Team must be aware of the activity start date, regardless of float. Schedule variances must be addressed with the Contractor at weekly progress meetings and whenever the CM Team deems appropriate. The importance of schedule management and “staying ahead of the Contractor” is critical for managing an inexperienced Contractor or managing a Contractor that is prone to submitting claims, in order to minimize costs to the District. The Butier Team has managed both types of Contractors on similar projects.

The CM Team will evaluate each variance, its cause and possible corrective actions, and require the Contractor to provide an action plan to correct unsatisfactory variances. If a satisfactory resolution is not achieved, the CM Team must take action. Control of schedule performance must be addressed at the weekly progress meetings with the Contractor.

Anticipated work to be accomplished should be reviewed based on a three-week “look ahead” schedule updated weekly by the Contractor. Available information must be evaluated for schedule exceptions, available contractual options, and corrective actions required by the Contractor.
Recovery plans are required whenever the Contractor falls significantly behind schedule. These plans should address mitigation efforts such as additional crews and shifts, or developing work-around schedules that move the delayed activity off the critical path so that its completion will not affect critical milestones. The Butler Team will prepare monthly project reports that track project status and budget as a means of documenting the project history. A cost analysis will be performed that analyzes earned value and includes projections of expenditures. Critical issues will be identified, and an analysis will include action items and recommendations for resolution.

C. Quality Assurance and Quality Control Plan
The Butler Team will develop a QA/QC Plan for the assigned projects. The plan will reflect a set of objectives defined by District staff, assigned CM and inspection personnel. The purpose will be to provide District staff with a disciplined format for measuring management policy objectives. In the future, the information derived should serve as a template for how the District can best utilize consultant staff to meet its short-term construction needs.

The plan will include the overall project QC procedures, as well as a comprehensive plan for testing, inspection, and documenting contractor compliance with the construction contract documents. The QA/QC Plan shall include provisions for the review of drawings, specifications, technical reports, memoranda, meeting summaries, calculations, and estimates, and may be developed from standards currently implemented by the District.

Procedures will be incorporated to ensure reviews by the District of all project documents, including both print and electronic, are addressed. The QA/QC Plan shall be organized into the following sections: 1) Organization and Responsibility; 2) Execution and Schedule; 3) Procedural Requirements; and 4) Project Quality Management Audits.

These sections define requirements and procedures for checking, reviewing, distributing, tracking, and controlling documents for QA/QC. The project specific QA/QC Plan shall be submitted and reviewed by the District prior to submittal of other project deliverables. The individuals performing QA/QC reviews shall be clearly indicated in the project organization chart. Deliverables shall contain a statement that the information contained in the submittal has been quality control checked in accordance with the QA/QC Plan.

D. Construction Management Manual
The Project Manager will prepare a Construction Management Communications Manual for each project to be approved by the District. The manual will include project correspondence and other forms of communication in accordance with the District’s document formatting standards. The Project Manager will prepare a written communications manual that accurately describes the CM organization, roles and responsibilities, reporting relationships, communication requirements, and construction management procedures.

The manual integrates the interdependent roles of the District, Construction Manager, Designer, and Construction Contractor through pre-construction, mobilization, construction, and acceptance of the phases of the work. The manual will include the project delivery plan for construction contracts master program (CPM) schedule, budgets, and cash flow. It will provide for the methodology of monitoring progress in pre-construction, mobilization, and construction phases for comparison of as-planned to base line planning, including milestone updating. The Communication Manual will include as a minimum, the following items:

- Project Organization: Individual assignments, responsibilities, phone numbers, lines of communication, and methods for interfacing with the District, local agencies, subcontractors, other contractors under contract to the District, and Contractor. Organization chart showing relationships between the parties involved at the sites.

- Communication Management: Document control systems and procedures; distribution lists for each type of project documentation; and examples of all required Contractor forms to transmit and formalize all RFIs, RFQs, submittals, and substitution requests.

- Meeting and Notice Procedures: Schedules, notices, agendas, reporting procedures, documentation requirements, and timely acceptance processes.

- QA/QC: Procedures, testing, factory inspection, coordination checks, and construction inspection activities for all project features, equipment and materials; and separate sections for each specification section.

- Contract Administration: Description of control systems and procedures utilizing Box.com for performing and documenting submittal reviews, clarifications, RFIs, change orders, claims management, contract closeout activities, and other contract administration procedures.
EXHIBIT B
CONSULTANT RATE SCHEDULE AND FEES

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement, per the project cost and labor hours attached hereto as Exhibit B-1.

2.0 A budgetary amount of $216,000.00 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
EXHIBIT B-1

PROJECT COST AND LABOR HOURS

Water Replenishment District of Southern California
Exhibit B
Consultant Rate Schedule
Professional Services Contract
Butier Engineering, Inc.

364170.3
7. Project Costs & Labor Hours

Proposed Fee

The proposed level of effort is based on the preliminary project schedule provided in the RFP. The final staffing plan will be based on schedules approved for each project. Staffing efficiencies will be realized based on overlapping construction schedules. It is our intent to oversee all three projects concurrently.

In-Plant Fabrication Inspection Scope

We would like to strongly suggest the budget include a contingency to provide in-plant fabrication/testing and inspection services authorized at the discretion of District staff. Upon determining the location of the fabrication shop, a specific risk assessment will be made and presented to the WRD management.

Rates for the Construction Management Team

Vehicle mileage, computers, computer software, printers, reproduction, prints, cell phone service, broadband service, delivery service, mail, telephone charges, office supplies, technical reference materials, training, and personal protective equipment (PPE) including hard hats, safety boots, work gloves, safety glasses and other PPE as required shall be billed at the attached rates per labor hour charged to the project.

Excluded from Rates

Trailer rental costs, installation of utilities, cost of utilities, cost of sanitary services, broadband / high speed connections, janitorial, furniture, travel and per diem outside the District’s service area.
Water Replenishment District of Southern California
CM Services for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects

Preliminary Staff Resource Plan and Level of Effort (Hours per month)
Based on RFP: Preliminary Schedule

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Additional Services (TBD)

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Total Proposed Fee

$215,520
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name ________________________________________________________________
Project Name: __________________________________________________________________

Refer to the Additional Insured Endorsements forms ■ following:

Endorsement(s)

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:
  o Form CG 20 10 11 85 (■) or
  o BOTH CG 20 10 ■■ and CG 20 37 ■■ if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions ■■) specifically naming the District parties or using language that states "as required by contract"
  o “Blanket” Endorsement - (no specific policy number) ■■ covering one or more of the above endorsements required with words "as required by written contract/agreement".
  o If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. ■■
  o Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)
  o Primary Coverage – The primary/non-contributory language is included. “The insurance provided by this policy shall be primary as respects any claims related to the _________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it.” e.g. Form CG 20 01 ■■

☐ Auto liability (Optional ■) AI - most standard forms have automatic AI but some carriers provide endorsement

☐ Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) ■■

☐ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
EXHIBIT "B"
November 18, 2018

Ms. Charlene King, P.E.
Associate Engineer, Construction and Operations
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 0712

Subject: Butler Engineering, Inc.: Construction Management Services Contract Amendment for the Wellhead Treatment Projects

1. Huntington Park Well 15 Treatment Project:
   Project #0122612

2. California American Water Arlington Wellhead Treatment Project:
   Project #0122412

3. Lynwood Well 11 Treatment Project:
   Project #0122512

Dear Ms. King,

Butler Engineering respectfully requests a Construction Management Services Contract Amendment in the amount of $257,232.50 to continue to perform our contract scope of services on the subject projects. The original budget anticipated no City Permits, a GAC Supplier unable to deliver on time, unknown storm drain capacity for well flushing and startup discharges and problems with Survey Records.

The City of Huntington Park has also assumed a major role in the engineering, management and permitting requiring much more effort in coordinating their special requests, independent reviews and permits.

We intend to provide full-time inspection services through June of 2019 and on an as-needed basis for project close-out. This staffing approach will be updated monthly and commensurate with field activity.

If you have any questions regarding our request, please direct them to me for clarification at (714) 832-7222.

Respectfully Yours,

Butler Engineering, Inc.
Construction Managers, Consulting Engineers

Mark M. Butler, Jr.
Vice President/CFO

17822 E. 17th St.
Suite 404
Tustin, CA 92780
Tel (714) 832-7222
Fax (714) 832-7211
EXHIBIT “B”
June 19, 2019

Ms. Charlene King
Associate Engineer, Construction and Operations
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712

Subject: Butier Engineering, Inc.: Construction Management Services Contract Amendment 2 for the Wellhead Treatment Projects

Huntington Park Well 15 Treatment Project:
Project #0122612

California American Water Arlington Wellhead Treatment Project:
Project #0122412

Lynwood Well 11 Treatment Project:
Project #0122512

Dear Ms. King,

Butier Engineering respectfully requests a Construction Management Services Contract Amendment in the amount of $165,244.00 to continue to perform our contract scope of services on the subject projects.

The following chronology of delay along with anticipated delay that follows supports our request.

**ARLINGTON**

**Delay 1.** GAC delivery time by manufacturer is 14-16 weeks additional 18 calendar days was needed for project performance. Extend the contract completion date from April 3, 2019 to April 21, 2019.

**Delay 2.** City of Los Angeles permit process resulted in revised drawings and additional work scope adding 106 calendar days to the project completion time. Extend the contract from April 21, 2019 to August 16, 2019.

- Additional Permit Fees
- Vault Orientation Modifications
- 106-day Time Extension + overhead
- Added 12" Cross and Gate Valve
• Storage & Delivery costs from our valve supplier, GAC vessel supplier and PHC
• Addition of Drain and Nitrate Lines
• Addition of Static Mixers + installation
• Addition of Brooks Variable Flow Meter 2520
• Splitting of spoil and adding two flanges surrounding static mixer Westfall 2800
• Extra work on demolition of concrete pad to over-excavate and pour new
• Extra work on grading

Potential Delay 3. Cal American has requested additional concrete encasement for electrical duct banks. Estimate 10 calendar days extend to August 26, 2019 price for this COR is $9,395.26.

Potential Delay 4. Extra pipe, appurtenances, and work needed to connect to the existing 48th street well pipe per RFI 46. The pipe has a week lead time and is keeping the contractor from finishing work in that area. Estimate 10 calendar days extend to September 5, 2019 price for this COR is $13,072.76.

HUNTINGTON PARK

Delay 1. Emerson Programming 10 cd April 24, 2019 to May 4, 2019

Delay 2. Replace Sand Separator 75 cd May 4, 2019 to July 18, 2019

Delay 3. Modify piping to retain NSF 61 rating 10 CD July 18, 2019 to July 28, 2019

Potential Delay 4. 6/12/19 New piping for the sand separator inlet and outlet drawing and review may result in a delay. Anticipate 14 cd July 28, 2019 to August 11, 2019

Potential Delay 5. 6/12/19 Emerson contract for programing is still not resolved as they are not able to sign a subcontract because of insurance requirements for the Project. Christina related we should plan on providing another vendor. Heath is currently working with another Company to provide programming services. Anticipate 14 cd from August 11, 2019 to August 28, 2019.

Possible Delay 6. 6/12/19 Contractor related there is an issue with seismic calculations as the existing pad will need to be modified. Contractor is working with his structural engineer on this. Contractor has released the sand separator for manufacturing and delivery by 7/4/19. City of Huntington Park also requested revised plans be provided to his Building & Safety Department after approval by TetraTech. Anticipate 20 day delay from August 28, 2019 to September 17, 2019.

LYNWOOD

Delay 1. Sand separator procurement and installation including additional repairs to discharge screen/system and start up may require baker tanks or pumper truck anticipate 103 cd May 20, 2019 to Aug 31, 2019.
We intend to provide full-time inspection services through October of 2019 and on an as-needed basis for project close-out. This staffing approach will be updated monthly and commensurate with field activity.

If you have any questions regarding our request, please direct them to me for clarification at (714) 832-7222.

Respectfully Yours,
BUTIER
Construction Managers, Consulting Engineers

Mark M. Butier, Jr.
Vice President/CFO
### Water Replenishment District of Southern California

#### Catchesines for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects

#### Preliminary Staff Resource Plan and Level of Effort (Hours per month)

Based on MIP: Preliminary Schedule

|----------------------------------|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

| Catchesines                     | M J S   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
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#### Catchesines

| Catchesines | M J S   |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
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#### Total

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#### Total Revenue Contract (CO-1)

| Total Projected Fee CO-1 | 542,019.56 |

#### Total Proposed Fee CO-2

| Total Proposed Fee CO-2 | 547,019.56 |

#### Additional Revenue Contract CO-2

| Additional Revenues Proposed CO-2 | 547,019.56 |

#### Additional Revenue Contract CO-2

| Additional Revenues Proposed CO-2 | 547,019.56 |

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Packet Page 114 of 165
EXHIBIT “B”
September 12, 2019

Ms. Charlene King
Associate Engineer, Construction and Operations
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 0712

Subject: Butier Engineering, Inc.: Construction Management Services Contract Amendment for the Wellhead Treatment Projects:

- Huntington Park Well 15 Treatment Project –Project #0122612
- California American Water Arlington Wellhead Treatment Project – Project #0122412
- Lynwood Well 11 Treatment Project –Project #0122512

Dear Ms. King,

Butier Engineering respectfully requests a Construction Management Services Contract Amendment in the amount of $100,620.00 to continue to perform our contract scope of services on the subject projects through January 2020. The original budget did not anticipate protracted DDW approval processes nor unforeseen conditions of equipment reaching the end of its service life such as sand separators.

The City of Huntington Park has also assumed a major role in the engineering, management and permitting requiring much more effort in coordinating their special requests, independent reviews, permits and providing programming services.

We intend to provide full-time inspection services through June of 2019 and on an as-needed basis for project close-out. This staffing approach will be updated monthly and commensurate with field activity.

If you have any questions regarding our request, please direct them to me for clarification at (714) 832-7222.

Respectfully Yours,

BUTIER
Construction Managers, Consulting Engineers

[Signature]

Mark M. Butier, Jr.
Vice President/CFO
Water Replenishment District of Southern California
CM Services for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects

Preliminary Staff Resource Plan and Level of Effort (Hours per month)
Based on RFP: Preliminary Schedule

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EXHIBIT “B”
February 10, 2020

Ms. Charlene King
Associate Engineer, Construction and Operations
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 0712

Subject: Butler Engineering, Inc.: Construction Management Services Contract Amendment for the Wellhead Treatment Projects
   • Huntington Park Well 15 Treatment Project - Project #0122812
   • California American Water Arlington Wellhead Treatment Project - Project #0122412
   • Lynwood Well 11 Treatment Project - Project #0122512

Dear Ms. King,

Butler Engineering respectfully requests a Construction Management Services Contract Amendment in the amount of $365,650.00 to continue to perform our contract scope of services on the subject projects through December 2020 for the following reasons:

• The original budget did not anticipate continued DDW evaluation and change requirements not included in the original design.

• Several well equipment changes have been made to increase the value of the well sites for more economic distribution of water such as bypass structures to prevent intermittent stop and start up of the well pumps which would require more energy and result in greater waste of water.

• Enhanced equipment changes that added more sophisticated valving and in one case at the Arlington Well the addition of a Variable frequency drive to more accurately control flow. These enhancements required additional design and procurement of equipment and extended contractor performance for installation.

We intend to provide full-time inspection services through December of 2020 on an as-needed basis. This staffing approach will be updated monthly and commensurate with field activity.

If you have any questions regarding our request, please direct them to me for clarification at (714) 832-7222.

Respectfully Yours,

Butler Engineering, Inc.
Construction Managers, Consulting Engineers
### Water Replenishment District of Southern California

#### CM Services for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects

**Preliminary Staff Resource Plan and Level of Effort (Hours per month)**

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<td></td>
<td>$215,520.00</td>
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| Total Amended Contract CO-1 | $472,792.50 |       |       |
| Additional Amount Requested CO-1 | $257,732.50 |       |       |
| **Total Proposed Fee CO-1** | $472,752.50 |       |       |

| Actual Billed thru August 2019 | $455,565.00 |       |       |
| Amount Remaining Only Contract + CO-1 | $12,867.50 |       |       |
| **Total Proposed Fee CO-2** | $637,996.50 |       |       |
| Additional Amount Requested CO-3 | $100,620.00 |       |       |
| **Total Proposed Fee CO-3** | $738,616.50 |       |       |
| Additional Amount Requested CO-4 | $985,540.00 |       |       |
| **Total Proposed Fee CO-4** | $1,104,166.50 |       |       |
MEMORANDUM

ITEM NO. 9

DATE: FEBRUARY 26, 2020

TO: ADMINISTRATIVE COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVAL OF BUDGET APPROPRIATION AND CHANGE ORDER NO. 6 WITH PACIFIC HYDROTECH FOR THE SAFE DRINKING WATER PROGRAM ARLINGTON PROJECT

SUMMARY

On July 18, 2018 the WRD (District) Board of Directors awarded a construction contract in the amount of $2,065,300, with a 15% contingency of $310,000 (total budget amount of $2,375,300) to Pacific Hydrotech Corporation to construct and install a water treatment facility for the Safe Drinking Water Arlington Treatment Project.

Board-approved contingency funds in the amount of $310,000 were previously utilized to cover Change Orders Nos. 1 through 5, as summarized below.

- Change Order No. 1 – Executed on October 30, 2018 for an 18 calendar day time extension with no cost impact. Change Order No. 1 was executed to extend the contract substantial completion date by 18 calendar days through April 21, 2019 for the GAC Vessel Delivery.
- Change Order No. 2 – Executed on May 7, 2019 for the amount of $119,928.38 with a time extension of 106 calendar days through August 5, 2019. Change Order No. 2 included additional costs due to permit changes by the LA Building Department and extension of contract time by California American Water.
- Change Order No. 3 – Executed on June 26, 2019 for the amount of $24,598.91, with no time extension. Change Order No. 3 included costs to concrete encase all underground conduits, connect to the 48th Street Well, and relocate an existing Cla-Val.
- Change Order No. 4 – Executed on July 25, 2019 for the amount of $94,895.20 with a time extension of 83 calendar days through October 27, 2019. Change Order No. 4 includes costs related to excavating and backfilling a new copper line, additional concrete work, additional backflow preventer, additional PRV valves and butterfly valves near the GAC vessels.
- Change Order No. 5 – Executed on October 31, 2019 for the amount of $48,572.51 with a time extension of 64 days, which extended the project completion date to December 30, 2019. Change Order No. 5 adding a temporary
Staff is requesting approval to execute Change Order No. 6 for the amount of $72,225.34 with a 245 day time extension. Change Order No. 6 includes the addition of a Cla-Valve water line, Cla-Valve rebuild, addition of a 2nd disinfection and extension of contract time. Change Order No. 6 extends the completion date to August 31, 2020.

Because Change Order No. 6 exceeds the current remaining contingency amount of $24,004.99, staff is requesting a budget appropriation to increase contingency funds by an additional 6% in the amount of $124,000 (rounded) to cover the entire cost of Change Order No. 6 and address unforeseen construction-related issues.

FISCAL IMPACT

The budget appropriation to increase contingency funds by an amount of $124,000 is covered through the 2018 Bond issuance. In addition, in accordance with the agreement between California American Water and the District, the SDW Arlington Project District funding is capped at $1.6 million where California American Water must reimburse WRD for the amounts over $1.6 million.

STAFF RECOMMENDATION

The Administrative Committee recommends the Board of Directors approve a budget appropriation to increase contingency funds by an additional 6% in the amount of $124,000 (rounded) to cover the entire cost of Change Order No. 6 in the amount of $72,225.34 and to address unforeseen construction-related issues for the Safe Drinking Water Program Arlington Project.
## CHANGE ORDER REQUEST SUMMARY

**PROJECT NAME:** California American Water Arlington Wellhead Treatment  
**C.O.R. NO.:** 6  
**CONTRACTOR:** Pacific Hydrotech, Inc.  
**REF.:** COR 13,14 and 15.2 Attached  
**DATE:** 2/4/2020  
**DESCRIPTION OF CHANGE:**  
COR 13 Cla-Valve Water Line  
COR 14 CLA-Valve Rebuild per RFI 60  
COR 15.2 Add 2nd Disinfection and Extend Contract Time  
**REASON FOR CHANGE:** Owner Elected and Regulatory Agency Review Changes to add Value and DDW Compliance.

### General Contractor Direct Costs

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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<tr>
<td>B Material</td>
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<tr>
<td>C Equipment</td>
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<td>E Subcontract</td>
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<td>L General Contractor’s Mark-up</td>
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<td>M Bonds &amp; Ins</td>
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**Deductible Costs (use minus sign to denote negative figures)**

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<tr>
<td>I Equipment</td>
<td>$0.00</td>
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<tr>
<td>J Subtotal of Deductive Cost</td>
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**Total General Contractor Direct Costs + Mark-ups**

$72,225.34

**Total General Contractor Change Request (Line L + M + N+O)**

$72,225.34

**Note:** Included is a detailed breakdown of material, labor, equipment and subcontract cost.

**Time Extension Request?**  
Yes □ no □  
Days 245  
Recommended? Yes □ No □  

This work does not impact the critical path of the project.

END OF SUMMARY
<table>
<thead>
<tr>
<th>COR #</th>
<th>Labor</th>
<th>Material</th>
<th>Equipment</th>
<th>Subcontract</th>
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COR 13 Cla-Valve Water Line
COR 14 CLA-ValVE Rebuild per RFI 60
COR 15.2 Add Chlorination and Extend Contract Time

Totals $42,236.00  $832.79  $690.00  $19,511.00  $6,563.82  $975.55  $70,809.16  $1,416.18  $72,225.34
October 18, 2019

Water Replenishment District of southern California
4040 Paramount Blvd.
Lakewood, CA 90712

Attention: Casey Harris
Senior Construction Manager

Reference: Cal American Arlington Well Treatment Project
PHC Project C1824

Dear Casey,

Please see the attached COR 13 for the addition and installation of an independent water line to the Cla-Val per RFI 71.1. The total price for this COR is $2,222.81

We have truly enjoyed working with you and your district to make this a successful project. If we can answer and questions regarding this delay or any other aspect of the project, please feel free to call me anytime at 951-943-8803.

Sincerely yours,
Pacific Hydrotech Corp.

Kyle Bremer
Project Manager
**DESCRIPTION:** COR #13 Cla-Val line adder  
**PROJECT NAME:** Arlington Well Treatment  
**JOB #:** C1824  
**DATE:** 10/18/2019

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</tbody>
</table>

**SUBTOTALS**

- **Equipment Total Cost:** $264.50
- **Material Total Cost:** $488.73
- **Subcontracts Total Cost:** $-
- **Labor Total Cost:** $1,426.00
- **Subtotal:** $2,179.23
- **1% Bond:** $21.79
- **1% Insurance:** $21.79

**TOTAL COSTS:** $2,222.81
Eduardo,

Your pricing is below.

Please let me know if you have any questions.

Thanks so much! 😊

Price Quotation # B353316

FERGUSON WATERWORKS #1083
11909 TECH CENTER COURT
POWAY, CA 92064-7139

Phone : 858-391-3700
Fax : 858-391-5958

Bid No.......: B353316
Bid Date...: 10/18/19
Quoted By: XIG
Customer.: PACIFIC HYDROTECH CORP
           C1824-ARLINGTON WELL TMNT
           314 EAST 3RD STREET
           PERRIS, CA 92570

Cust PO#: COPPER
Job Name.: COPPER

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Subtotal: $394.42
Inbound Freight: $0.00
Tax: $30.56
Order Total: $424.98
Request for Information (RFI) Response

Owner: California American Water
Project: Arlington Well Treatment
Contractor: Pacific Hydrotech Corporation
Engineer: Valentine Environmental Engineers, LLC

RFI No.: 71 Rev 1
Date Received - Returned: 10/2/2019-10/16/2019
Drawing Number: M-1
Description: Cla-Val Independent Waterline

RESPONSE:

- Furnish and install 1” pressure supply waterline to Cla-Val from 1” pre-lubrication waterline. See attached figure.
October 13, 2019

Water Replenishment District of southern California
4040 Paramount Blvd.
Lakewood, CA 90712

Attention: Casey Harris
Senior Construction Manager

Reference: Cal American Arlington Well Treatment Project
PHC Project C1824

Dear Casey,

Please see the attached COR 14 for the Noise Enclosure Penetration work outlined per responses to RFIs 73, 74, and 75. This includes cutting the existing enclosure, supplying and installing the sheet metal covers with primed metal panels, painting the panels, and saw cutting into the concrete for draining water from well pad. The total price for this COR is $4,997.98.

We have truly enjoyed working with you and your district to make this a successful project. If we can answer and questions regarding this delay or any other aspect of the project, please feel free to call me anytime at 951-943-8803.

Sincerely yours,
Pacific Hydrotech Corp.

Kyle Bremer
Project Manager
### DESCRIPTION:
COR # 14 Noise Enclosure Penetration Work

### PROJECT NAME:
Arlington Well Treatment

### JOB #:
C1824

### DATE:
11/13/2019

#### EQUIPMENT

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<td>TOTAL COSTS</td>
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<td>$ 4,997.98</td>
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</table>
Customer Name: Pacific Hydro
ATF Eduardo Lopez
BRITE SHEET METAL
Metal Order/Detail Sheet

Date: 11-12-19
Projected Man Hours:
Actual Man Hours:

1 - Pipe Escutcheon 16 6A Paintlok
24 x 19" 10" 2" overlap $150.00

1 - Box 1" EL10" 10" 16 6A Paintlok
Open Flange end $225.00
& Bottom

Total $407.81

Packet Page 132 of 165
# Noise Enclosure Moving

<table>
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<th>FROM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teresa Valentine (Valentine Environmental Engineers)</td>
<td>Bryan Wilson (BUTIER Engineering) 17822 E. 17th Street, Suite 404 Tustin, California 92780</td>
</tr>
<tr>
<td>Robert Parker (Valentine Environmental Engineers)</td>
<td></td>
</tr>
<tr>
<td>Casey Harris (BUTIER Engineering) (Response Required)</td>
<td></td>
</tr>
<tr>
<td>Charlene King (Water Replenishment District)</td>
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<table>
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<tr>
<th>DATE INITIATED:</th>
<th>LOCATION:</th>
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<th>COST IMPACT:</th>
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<th>LINKED DRAWINGS:</th>
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<tr>
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<td></td>
<td>Eduardo Lopez (Pacific Hydrotech)</td>
<td>Frank Johnson (BUTIER Engineering), Matthew Lasecki (California American Water)</td>
</tr>
</tbody>
</table>

**Question from Bryan Wilson (BUTIER Engineering) at 06:28 AM on 11/08/2019**

Please see the below image (attached document). Our foreman layed out a template for the noise enclosure and noticed that there is no way to center the noise enclosure around the well due to the pipe sticking out of the pad. If the noise enclosure were to move forward, the outside edge would overlap with the flange of the spool and wouldn’t fit. The noise enclosure will have to move back so that the pipe is within the enclosure and the inside edge of the enclosure against the pipe. Please confirm if this is acceptable.

**Attachments:**
74 Noise Enclosure Moving.pdf

**Official Response: Casey Harris (BUTIER Engineering) responded on Tuesday, November 12th, 2019 at 6:53AM PST**

We responded to this last week. They will make a cutout and small enclosure over the pipe. They are also to add a drain to the pump seal.

Matt Lasecki, PE  
CA&HI American Water  
Cell: 916-275-4740

A notch with an enclosure would seem the easiest. It can just be made from sheet metal similar to what you are doing on the discharge opening. Sheet metal-screwed to the enclosure so we have access.

Matt Lasecki  
(c) 916-275-4740

Kyle  
Please provide

1. Dimensions of pad as constructed, and dimensions to edge of pad from edges of pump discharge head base flange  
2. Ask the enclosure manufacturer if the wall can be notched for this pipe, and add a metal enclosure around the notch/pipe on outside of enclosure. It doesn’t appear that by doing that we would be removing any frame material based on photos posted on Procore. Its not clear to me how the side interior vent works, and if this would cause any issues.

3. 

**Attachments:**
74 Noise Enclosure Moving.pdf
February 4, 2020

Water Replenishment District of southern California
4040 Paramount Blvd.
Lakewood, CA 90712

Attention: Casey Harris
Senior Construction Manager

Reference: Cal American Arlington Well Treatment Project
PHC Project C1824

Dear Casey,

Please see attached COR 15.2 for the addition of a second Chlorination/Disinfection and Start-up for Arlington Well. This COR includes the following:

- Additional Field Labor for 2nd Chlorination/Disinfection and Start-up
- Additional Project Management out through August 2020
- Additional Materials Cost for extending of project
- Cost for 2nd Start-up from vendors

This COR does not include supplying or installing the VFD, or any VFD related work, including concrete pads, additional conduit, and wire installation. Those items will be included in a separate COR once more information has been received. The total price for this COR is $65,004.55, and a 245 calendar day time extension. This will move the contract completion date to August 31st, 2020.

We have truly enjoyed working with you and your district to make this a successful project. If we can answer and questions regarding this delay or any other aspect of the project, please feel free to call me anytime at 951-943-8803.

Sincerely yours,
Pacific Hydrotech Corp.

Eduardo Lopez
Project Engineer
**DESCRIPTION:** COR #15.2 Additional Chlorination/Disinfection and Startup  
**PROJECT NAME:** Arlington Well Treatment  
**JOB #:** C1824  
**DATE:** 2/4/2020

### LABOR

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### SUBCONTRACTS

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<tbody>
<tr>
<td>$ 18,511.00</td>
<td>5% $ 925.55</td>
<td>$ 19,436.55</td>
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**Equipment Total Cost**  
**Material Total Cost**  
**Subcontracts Total Cost**  
**Labor Total Cost**  
**Subtotal**  
**Bond**  
**Insurance**  
**TOTAL COSTS**  

**65,004.55**
<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
<th>Hours</th>
<th>Qty</th>
<th>Resource Qty</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>ADDED CHLORINATION/DISINFECTION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>FOREMAN</td>
<td>$ 85.00</td>
<td>32</td>
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<td>1</td>
<td>$ 2,720.00</td>
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<td>OPERATOR</td>
<td>$ 80.00</td>
<td>8</td>
<td>1</td>
<td>1</td>
<td>$ 640.00</td>
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<tr>
<td>LABORER</td>
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<td>32</td>
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<td>1</td>
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<td>TOOL TRUCK</td>
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<td>1</td>
<td>$ 416.00</td>
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<td>MISC MATERIALS</td>
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<td>1</td>
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<td>1</td>
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<td><strong>PROJECT MANAGEMENT</strong></td>
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<td>BMP MAINTENANCE</td>
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<td><strong>$ 38,516.00</strong></td>
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</table>
**Work Description**

This Change Order covers direct costs only and we reserve the right to claim for impact and consequential costs. All equipment and travel cost are based on current Federal Standard Mileage Rates and Caltrans Labor Surcharge and Equipment Rental Rates. This price is good for acceptance within 10 days from the date of receipt. We request a time extension of 3 days.

Reference #
BBE will supply and install all materials, labor, and equipment as per the directions on the above RFI or discussed change CCN # 5:

As requested, this change order covers the our extended overhead up to August 2020 at which time the project should be completed.

**Itemized Breakdown - Materials and Labor**

<table>
<thead>
<tr>
<th>Summary</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>EXTENDED OVERHEAD</td>
<td>(1.00 Hrs @ $4,500.00)</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
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<tr>
<td>Final Amount</td>
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**CLIENT ACCEPTANCE**

<table>
<thead>
<tr>
<th>CCN #</th>
<th>Final Amount:</th>
<th>$4,500.00</th>
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<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I hereby accept this quotation and authorize the contractor to complete the above described work.

*ORIGİNAL*
**INDUSTRIAL PROJECT CHANGE ORDER PROPOSAL FORM**

**SCOPE OF SUPPLY**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF CHANGE AND STATEMENT OF REASON</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>1</td>
<td>2nd day of Carbon Media Fill</td>
<td>$11,971</td>
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<tr>
<td>2</td>
<td>Extended warranty for system 1 starting on March 30th 2020</td>
<td>$5,334</td>
</tr>
<tr>
<td>3</td>
<td>Extended warranty for system 2 starting on August 30th 2020</td>
<td>$5,334</td>
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</table>

**TOTAL:** $22,639

**NOTES:**
1. Acceptance of this Change Order proposal will impact the financial values listed on any additional outstanding Change Order proposals.
2. All values in US dollars, unless noted otherwise.

**SCHEDULING / TIMING**

1) Both parties must sign this form within three business days, and EWT must receive an amended Purchase Order reflecting this Change within ten business days, in order to make this Change Order valid.

2) The Parties agree that as a result of this Change Order, in the event the project schedule is amended and as a result of such project schedule changes, the Buyer agrees that all references to Liquidated Damages, to the extent set forth in the Contract Documents, shall be adjusted accordingly. Seller shall strive to fulfill in full the revised project schedule, however, as the project schedule milestones are approximates only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer’s customer, if Seller fails to meet the revised delivery dates.

3) Billing Milestone(s) will be created in accordance with original agreed to contract terms.

**SIGNATURES**

The existing terms and conditions shall remain full force and effect unless modified specifically in this Change Order.

<table>
<thead>
<tr>
<th>Customer Name (Print)</th>
<th>EWT Project Manager Name (Print)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Signature</th>
<th>EWT Project Manager Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

cc: Project Controller, Salesperson, Sales Rep, EWT Project File
January 13, 2020

Pacific Hydrotech Corp.
314 East 3rd Street
Perris, CA 92570

Attn: Kyle Bremer

Subject: California American Arlington Well – COR Warranty Extension

Good afternoon Kyle,

GPC was informed California American Water Company has added the installation and operation of a VFD to the project. As the pump equipment was installed in June 2019 and startup was performed in October 2019, a warranty extension has been requested for an additional one (1) year coverage beginning August 2020. An additional cost has been included should the client request assistance with any additional start-up activities. Please note, GPC has previously advised that use of a VFD on a product (water) lubricated system requires a quick ramp-up time as there are fourteen (14) rubber inserts out of water at the time of start up that are not meant to run dry. It is also important to confirm proper rotation as failure to do so may result in running the pump equipment in reverse and causing a separation or equipment damage/failure.

- Warranty Extension – Additional 1 year coverage beginning August 2020  $ 4,500.00
- Additional Startup – Service Truck + 1 Technician, 10 hrs portal to portal  $ 2,040.00/dy

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

Thank you.

Sincerely,

GENERAL PUMP COMPANY, INC.

Daniel Pichardo
Daniel Pichardo, EIT
Applications Engineer
<table>
<thead>
<tr>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
<th>Predecessors</th>
<th>Successors</th>
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<td>Thu 8/20/20</td>
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MEMORANDUM
ITEM NO. 10

DATE: FEBRUARY 26, 2020
TO: ADMINISTRATIVE COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE PURCHASE OF ADDITIONAL STAGING HARDWARE FOR THE ALBERT ROBLES CENTER (ARC)

SUMMARY
In order to facilitate anticipated meetings and special events at the Albert Robles Center (ARC), a stage was procured and installed in the multi-functional space. This stage system is a modular system manufactured by SICO America that can be expanded as necessary to increase the maximum allowable size. The current stage system consists of four 4’ x 8’ panels, resulting in a maximum stage size of 8’ x 16’. WRD would like to purchase two additional 4’ x 8’ panels in order to increase the maximum size to 8’ x 24’.
The cost of the additional two panels is $3,272. The original stage was purchased in August 2019. This additional purchase would put the total expenditures with SICO America over the last twelve months over the $10,000 limit, thus board approval is required.

FISCAL IMPACT
The fiscal impact to the 2019/2020 budget is $3,272. The amount will be drawn from budgeted funds and will be allocated to the Administration (ADM 1000) department budget.

STAFF RECOMMENDATION
The Administrative Committee recommends that the Board of Directors authorize the purchase of additional staging hardware from SICO America for $3,272.
MEMORANDUM
ITEM NO. 11

DATE: FEBRUARY 26, 2020
TO: ADMINISTRATIVE COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED DOCUMENT SOLUTIONS (ADOCS) FOR ONBASE UPGRADES AND ENHANCEMENTS

SUMMARY
The OnBase platform is the District’s enterprise content management (ECM) system that is used to capture, preserve, and manage important records related to WRD's daily business activities. Examples of such records include meeting agendas, minutes, contracts, etc. The District currently uses version 16 of the software, which was released several years ago. The current stable release of the OnBase software is equivalent to version 19 and is now called OnBase Foundation Class.

The District wishes to upgrade the OnBase software and audit the system for potential optimizations, such as the activation of features like keyword data validation and cross-referencing related documents (e.g. contracts and their related invoices). To accomplish this upgrade, the District has sought a proposal from Advanced Document Solutions (ADocs).

The OnBase software licensed by the Water Replenishment District consists of proprietary programs designed and developed exclusively by Hyland Software, Inc. and its affiliates (“Hyland”). The Water Replenishment District is receiving maintenance and technical support of such software from ADocs. While Hyland has numerous authorized resellers of the OnBase Software, under Hyland’s commercial policies, ADocs is the sole authorized source to provide maintenance and support of the OnBase software to the Water Replenishment District. The attached documents include the proposal provided by ADocs as well as a letter from Hyland indicating ADocs as a sole source provider to the District.
FISCAL IMPACT
The fiscal impact to the 2019/2020 budget is $69,900 with a contingency of $7,100 for a total of $77,000. The amount will be drawn from budgeted funds and will be allocated to the Administration (ADM 1000) department budget.

STAFF RECOMMENDATION
The Administrative Committee recommends that the Board of Directors enter into a Professional Services Agreement, subject to approval as to form by District Counsel, with Advanced Document Solutions (ADocs) for OnBase upgrades and enhancements for an amount not to exceed $77,000.
This Professional Services Agreement (the “Agreement”) is made and entered into this 5th day of March, 2020, by and between the Water Replenishment District of Southern California (“District”) and Advanced Document Solutions, Inc., (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. Scope of Services. Consultant shall perform the scope of services described in Exhibit A hereto (“Services”). Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement.

1.1 Standard of Care. In performing the scope of services under this Agreement, Consultant shall exercise the standard of care and expertise prevailing in California for the performance of such services.

2. Term. The term of this Agreement shall commence on March 5, 2020 and shall end on December 31, 2022 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 Termination by District

2.1.1 Termination for Convenience. The District may terminate this Agreement for its convenience at any time upon five (5) days written notice to Consultant. Consultant’s compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Consultant understands and agrees that it shall not be
entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

2.1.2 Consultant’s Obligations Upon Termination. Following any termination of this Agreement by the District or Consultant, the Consultant shall promptly return all District property, and shall likewise provide to District all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

3. Consultant’s Compensation. District will compensate Consultant for services performed and for expenses incurred pursuant to this Agreement as follows:

3.1 Fee. Consultant shall be paid in accordance with the fees and Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

3.2 Reimbursable Expenses. Consultant shall be reimbursed for only pre-approved expenses, subject to the provisions of this Agreement. Consultant shall obtain the District’s prior written approval before incurring an expense not specifically provided for under this Agreement.

3.2.1 Third Party Expenses. Unless specifically provided in Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall not reimburse Consultant for any costs charged to Consultant by third parties unless said costs are preapproved. In the event such costs are approved, such reimbursement shall be at cost without any markup by Consultant.

3.3 Invoices. Consultant shall submit monthly invoices to District for services performed and expenses incurred during the preceding month. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.

4. Consultant’s Obligation to Provide Notice of Changes. Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to
determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant’s failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. **Ownership and Use of Documents.** All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, data, maps, reports, textual material or software programs, shall be the sole and exclusive property of the District. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, this Agreement shall be made to the District, and that Consultant shall do all things necessary and proper to perfect and maintain District’s ownership of such proprietary information. All documents, reports, surveys, renderings, photographs, data and other materials furnished by the District to Consultant shall remain the exclusive property of the District and shall not be distributed or provided to third parties without the express written authorization of the District.

6. **Publication of Project Information.** Consultant shall notify and obtain written approval from the District before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

7. **Patents and Copyrights.** The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the District, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.
8.2 District will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant’s employees. Consultant shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.3 District will not make any payments to Consultant, or Consultant’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

8.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person on behalf of the District: Evan Lue.

10. Subconsultant Services. Any subconsultants to be used by Consultant in the performance of the scope of services shall be identified in Exhibit A hereto. Consultant shall obtain the District’s prior written approval before retaining a subconsultant to perform any portion of the scope of services of this Agreement. Notwithstanding Consultant’s use of any subconsultants, Consultant shall be responsible to the District for the performance of its subconsultants as it would be if Consultant had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subconsultant of Consultant for any matter arising from, or related to, the services performed by subconsultant under this Agreement.

11. Compliance With Laws and Regulations; Licensing. Consultant shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.
12. **Insurance.** Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

12.1 **Required Policies.**

12.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage.

12.1.2 **Business or Comprehensive Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

12.1.3 **Professional Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.4 **Employers’ Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

12.1.5 **Workers’ Compensation Insurance** as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

12.2 **Required Terms.**

12.2.1 All policies except workers’ compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents, authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

12.2.2 All policies (with the exception of Professional Liability) shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

12.2.3 All policies shall provide that coverage cannot be cancelled without thirty (30) days prior written notice to the District.

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional
Liability shall include waivers of subrogation in favor of the District and its insurers.

12.2.5 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

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

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

12.2.8 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by District. At the option of District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the first named insured.

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit “C”. In the event that the Consultant employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

12.2.10 All polices required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or equivalent or as otherwise approved by District.

13. **Indemnification.** Consultant shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death)
incurred by District (“Losses”), as a result of Consultant’s breach of any provision of this Agreement, Consultant’s failure to comply with applicable laws, Consultant’s negligent acts or omissions, or Consultant’s willful misconduct. However, Consultant’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

14. Arbitration and Attorneys’ Fees. Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys’ fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

15. Conflict of Interest. No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

16. Equal Opportunity. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

17. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the District, Consultant, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Consultant and the District.

18. Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.
19. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to the District:

Water Replenishment District of
Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
Phone: (562) 921-5521
Fax: (562) 921-6101

If to Consultant:

Mike Hawley
Advanced Document Solutions, Inc.
24307 Magic Mountain Pkwy #37
Valencia, CA 91355
Phone: 661-251-0337
Email: mhawley@adocsolution.com

20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

21. **Integration; Construction.** This Agreement (inclusive of exhibits incorporated herein by this reference) sets forth the final, complete and exclusive expression of the Parties’ agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. Notwithstanding anything in Exhibit A to the contrary (or any invoice or other unilateral terms or conditions provided by Consultant), in the event of any conflict or inconsistency between this Agreement and Exhibit A (or any invoice or other unilateral terms or conditions provided by Consultant), this Agreement shall control. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

22. **Effective Date.** This Agreement is effective as of the date first set forth above.

23. **Authority.** Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
Vera Robles DeWitt
Print Name
President, Board of Directors
Title

Signature
Secretary, Board of Directors
Print Name
Title

ADVANCED DOCUMENT SOLUTIONS, INC. ("CONSULTANT")

Signature
Print Name
Title

Approved As To Form
LEAL, TREJO LLP

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

Consultant shall perform the scope of work described in the Consultant’s proposal attached hereto as Exhibit A-1.
EXHIBIT A-1
CONSULTANT’S PROPOSAL
Water Replenishment District of Southern California  
4040 Paramount Blvd.  
Lakewood, CA 90712

Proposal for Support Services for OnBase Products

Background
Advanced Document Solutions, Inc (ADocs) has been providing document and workflow solutions for over 17 years. We have been the supporting WRD’s OnBase/Liberty system since 2003. ADocs is a OnBase certified reseller specializing in Custom API and WF automation.

OnBase provides secured access to documents and data. In addition to the ability to archive documents, OnBase has robust automation tools through workflow and electronic forms.

The scope of this proposal is to provide additional services, upgrades, and support to the OnBase installation.

Scope
The following tasks have been developed from phone discussions between September thru December 2019 to improve the ability to retrieve documents stored in the existing OnBase system.

1) Upgrade OnBase 16 to Foundation Class (FC)

OnBase adds functionality to the OnBase product and support for the latest server hardware, operating systems, browsers, and Microsoft updates in every upgrade version. The OnBase best practice is to upgrade the system every 2 years effectively staying within 2 versions from the last release.

We are proposing upgrading to OnBase Foundation Class (version 19) from OnBase version 16 to take advantage of new workflow features, full text engine, and hardware compatibility. The full text upgrade replaces the full text tool with a faster, more robust full text engine in the Foundation Class version.

OnBase Foundation Class was released in October 2019. The upgrade would require WRD to create a Dev environment that would be used by ADocs for testing the Foundation Class upgrade initially. Then the Dev system would be used for training and developing new processes in the future outside of the production instance. OnBase provides the software licenses when OnBase is active on maintenance at no charge. Currently, the OnBase production software runs on two VM servers. Two additional VM server would be required to
host the OnBase Dev system not currently in place. The first VM server is used for storing the Images and OnBase Application. The second server is used for the full text engine. Both Production and the Dev need a separate set of servers.

Assumptions:

- Servers are provided and maintained by WRD.
- The Hyland full text module cost is $20,000, but the current IDOL full text license cost will be offset towards the new module totaling $12,000. Only the maintenance for $2,400 would be the net new maintenance on a yearly basis.

Additional Modules:

- Full text Engine software module upgrade, $12,000 cost plus $2,400 maintenance annually

Tasks:

<table>
<thead>
<tr>
<th>Task</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Test Servers would be created by WRD</td>
<td>N/A</td>
</tr>
<tr>
<td>The OnBase software would be installed</td>
<td>8</td>
</tr>
<tr>
<td>The new full text would be installed and licensed</td>
<td>4</td>
</tr>
<tr>
<td>The new full text catalogs would be created and migrated from the existing IDOL full text</td>
<td>40</td>
</tr>
<tr>
<td>The existing OnBase configuration would be replicated to the Test servers, including Database, Configuration, and Images as needed</td>
<td>18</td>
</tr>
<tr>
<td>WRD would test functionality based on new version</td>
<td>8</td>
</tr>
<tr>
<td>On approval, a cutover date and schedule would be determined</td>
<td>2</td>
</tr>
<tr>
<td>The existing OnBase production system would be upgraded to the new OnBase version Foundation Class (19)</td>
<td>8</td>
</tr>
<tr>
<td>Workstation Clients and Scanning station would be upgraded to the new clients</td>
<td>8</td>
</tr>
<tr>
<td>User Training on new version of OnBase</td>
<td>4</td>
</tr>
</tbody>
</table>

Time: 100 Hours

Estimated Cost:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hyland Full text Upgrade</td>
<td>$12,000</td>
</tr>
<tr>
<td>Hyland Full text Yearly Maintenance</td>
<td>$ 2,400</td>
</tr>
<tr>
<td>Professional Services (100 Hours)</td>
<td>$15,000</td>
</tr>
<tr>
<td>Total:</td>
<td>$29,400</td>
</tr>
</tbody>
</table>
2) **On-Going Support, Keyword Enhancement, and Security Review/Audit**

The Scanning Workflow project is validating and adjusting keywords categories and documents scanned/imported through scanning workflows. OnBase is the system that stores the digitized documents and data for user access, audits, and research. This project would audit the keywords categories in OnBase and make sure the data being captured from the documents are up to date. In the process of implementing this project, we will identify opportunities to improve the end user experience when retrieving documents for both new and existing documents.

A full audit of the keyword categories for each document type is necessary to assure the latest keywords are assigned to the documents based on changes to user needs and changing external systems. We will evaluate each document type and their keywords categories to confirm that the keywords that are available are being populated. We have identified that some keywords can be presented in a dropdown list from an outside system instead of being typed. For example, the data in your accounting system can be used to populate the Vendor Name if a valid Contract Number keyword is filled out. In other cases, documents are related to each other. We would evaluate if one or more document types have common keywords so they can be related for a better end user experience. Your external systems have changed over the years and more people from different departments are accessing these documents. This project would ensure that the scanning process is capturing the data in the most effective way.

The OnBase Security Review is the validation and adjustment of security for documents scanned/imported through OnBase. OnBase will enforce security rules based on rights assigned to the document types and data queries. There have been cases where certain document access is needed to be secured differently then had previously been identified.

A process will be created for the document owners for each document type. The documents will be evaluated for current and future user access needs. The owners of the documents will evaluate if there are mixed access requirements. For example, a temporary employee should have access to certain documents and not others. These adjustments typically would affect the scanning process which sets the document type and security access.

Time: 270 Hours

**Estimated Cost:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services (270 Hours)</td>
<td>$40,500</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$40,500</strong></td>
</tr>
</tbody>
</table>
Resources

Mike Hawley, VP Technical Services will act as Project Manager and be responsible for the recommendations and changes to any document keywords, document types. Rich Ruiz, Senior Software Engineer will be responsible for the development of the Expanded Full Text Search interface, scripts, and integration with external systems. Dave Meyers, Senior Software Engineer will be responsible for security changes to document types and queries.

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>VP Technical Services</td>
<td>$150.00</td>
</tr>
<tr>
<td>Senior Software Engineer</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

Budget

ADocs proposes to perform the above tasks on a time and material basis for a total budget of

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Budget Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Upgrade OnBase 16 to Foundation Class (FC)</td>
<td>$29,400</td>
</tr>
<tr>
<td>2. On-Going Support, Index Enhancement, and Security Review/Audit</td>
<td>$40,500</td>
</tr>
<tr>
<td>Total</td>
<td>$69,900</td>
</tr>
</tbody>
</table>

Schedule

Task 1 would be completed by 06/31/2020.
Task 2 would be completed no later than 12/31/2022.

Respectfully,

Mike Hawley
VP of Technical Services
Advanced Document Solutions, Inc
January 30, 2020

Water Replenishment District
4040 Paramount Blvd
Lakewood, California 90712

RE: Sole Source Letter relating to Renewal of Maintenance and Support of OnBase Software Product

To Whom It May Concern:

This letter confirms that the OnBase software licensed by Water Replenishment District consists of proprietary programs designed and developed exclusively by Hyland Software, Inc. and its affiliates (“Hyland”), and that Water Replenishment District is receiving maintenance and technical support of such software from ADOCS (Advanced Document Solutions, Inc.). While Hyland has numerous authorized resellers of the OnBase Software, under Hyland’s commercial policies, ADOCS (Advanced Document Solutions, Inc.) is the sole authorized source to provide maintenance and support of the OnBase software to Water Replenishment District.

If you have any questions please feel free to call the undersigned.

HYLAND SOFTWARE, INC.

By:

Print Name: Nancy Person

Title: SVP, Finance & Accounting

Date: January 30, 2020 | 15:20:21 EST

Hyland Legal

Approved By:

Date: January 30, 2020 | 15:19:23 EST
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement based on the fee schedule as described in Exhibit A-1.

2.0 A budgetary amount of $69,900.00 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: ________________________________________________
Project Name: __________________________________________________

Refer to the Additional Insured Endorsements forms E1-8 following:

Endorsement(s)

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:
  o Form CG 20 10 11 85 (E1) or
  o BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions E2) specifically naming the District parties or using language that states "as required by contract")
  o “Blanket” Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agreement".
  o If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. (E5)
  o Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)
  o Primary Coverage – The primary/non-contributory language is included. “The insurance provided by this policy shall be primary as respects any claims related to the ____________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it.” e.g. Form CG 20 01 (E6)

☐ Auto liability (Optional (E7)) AI - most standard forms have automatic AI but some carriers provide endorsement

☐ Waiver of Subrogation (Workers Compensation and Property (Course of Construction, if required in contract) (E8)

☐ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
MEMORANDUM

ITEM NO. 12

DATE: FEBRUARY 26, 2020
TO: ADMINISTRATIVE COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVAL OF THE CITY OF LOMITA WELL 5 TREATMENT PROJECT FOR THE SAFE DRINKING WATER PROGRAM

SUMMARY

The District administers the Safe Drinking Water Program (SDWP) to assist basin pumpers in sustaining active production from contaminated wells. Wells are evaluated for assistance based on water quality data and production history. When assistance is deemed necessary, WRD and the basin pumper jointly develop a treatment solution for the subject well.

City of Lomita Well 5 has been impacted with elevated concentrations of taste and odor caused by sulfides. Recently the well, the City’s only groundwater source, has been impacted by levels of benzene above the State Maximum Contaminant Level (MCL) of 1 ug/L and has been offline since May 2019. Benzene is an aromatic hydrocarbon volatile organic compound (VOC) and qualifies for a Safe Drinking Water Program Grant. Through the District’s Safe Drinking Water Program, a treatment system consisting of four (4) Granular Carbon Activated (GAC) vessels. The City is currently relying on 100% purchased treated water from the Metropolitan Water District (MWD) and has formally requested assistance from the District for financial assistance through the Safe Drinking Water Program (SDWP) for a Granular Activated Carbon (GAC) treatment system to remove benzene, taste, and odor.

The wellhead treatment system will consist of a complete granular activated filtration system built within the boundaries of the existing well sites owned and operated by the City of Lomita. Granulated Activated Carbon filtration is a closed system that has long been recognized as an effective means for removing Volatile Organic Compounds (VOCs), including benzene from groundwater wells. The treatment systems will have the capacity to treat the full flow of the well. The well is affected by VOCs and qualifies for a Priority A Treatment Grant where the District provides funds for the cost of design and construction.
To proceed, the District will need to approve the City of Lomita as a Safe Drinking Water project and enter into an individual agreement with the City of Lomita subject to approval of form by District Counsel for the design, construction, and installation of a wellhead treatment at Lomita Well 5.

**FISCAL IMPACT**

The proposed Safe Drinking Water project will be financed through unencumber reserve funds for an amount not to exceed $2,000,000.

**STAFF RECOMMENDATION**

The Administrative Committee recommends that the Board of Directors approve the City of Lomita Well 5 Project as a Safe Drinking Water Project for an amount not to exceed $2,000,000.