MEETING OF THE CAPITAL IMPROVEMENT PROJECTS
COMMITTEE OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CALIFORNIA 90712
11:00 A.M., WEDNESDAY, FEBRUARY 14, 2018

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” MAY ALSO BE THE SUBJECT OF AN “ACTION”
TAKEN BY THE BOARD OR A COMMITTEE AT THE SAME MEETING.

1. DETERMINATION OF A QUORUM

2. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3

3. APPROVE REQUEST TO RELEASE A REQUEST FOR PROPOSALS (RFP) FOR
THE REGIONAL BRACKISHWATER RECLAMATION PROGRAM
Staff Recommendation: The Capital Improvement Projects (CIP) Committee
approve the release of a Request for Proposals for the Regional Brackishwater
Reclamation Program.

4. APPROVE INCREASED BUDGET APPROPRIATION FOR THE ROBERT W.
GOLDSWORTHY DESALTER EXPANSION PROJECT
Staff Recommendation: The Capital Improvement Projects (CIP) Committee
recommends that the Board of Directors increase the project budget for the Robert
W. Goldsworthy Desalter Expansion Project, subject to approval as to form by
District Counsel, for an amount not to exceed $235,922, for a total project budget of
$13,755,922.

5. FIELD OPERATIONS AND STORAGE ANNEX FACILITY IMPROVEMENT
PROJECT DESIGN ALTERNATIVES REVIEW
Staff Recommendation: For discussion and possible action.

6. AUTHORIZE AMENDMENT TO PROFESSIONAL SERVICES CONTRACT TO
ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) TO PROVIDE
ENVIRONMENTAL MONITORING SERVICES FOR THE GROUNDWATER
RELIABILITY IMPROVEMENT PROGRAM ADVANCED WATER TREATMENT
FACILITY (GRIP AWTF) PROJECT
Staff Recommendation: The Capital Improvement Project (CIP) Committee
recommends:
1) The Board of Directors authorize an amendment to the professional services agreement with Environmental Science Associates, subject to approval as to form by District Counsel, for environmental monitoring services related to the construction of the GRIP AWTF in the amount of $180,000, plus a 10% contingency allowance of $18,000, for a total amendment amount of $198,000; and

2) The contract term be extended through March 31, 2019.

7. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM ADVANCED WATER TREATMENT FACILITY (GRIP AWTF) DESIGN-BUILD PROJECT PROGRESS REPORT  
   **Staff Recommendation:** For discussion and possible action.

8. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) OUTREACH PROGRAMS UPDATE  
   **Staff Recommendation:** For discussion and possible action.

9. DEPARTMENT REPORT  
   **Staff Recommendation:** The Capital Improvement Project (CIP) Committee recommends the Board of Directors receive and file the report.

10. DIRECTORS REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF

11. ADJOURNMENT  
The Committee will adjourn to its next meeting currently scheduled for March 14, 2018 at 11:00 a.m.

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact the Manager of Internal Services 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 and minutes are available at the District’s website, 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 Manager of Internal Services 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 14, 2018
TO: WATER RESOURCES COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE REQUEST TO RELEASE A REQUEST FOR PROPOSALS (RFP) FOR THE REGIONAL BRACKISH WATER RECLAMATION PROGRAM

SUMMARY
The Water Replenishment District (WRD) manages and replenishes the West Coast Basin (Basin), an adjudicated basin serving 1.5 million residents and 20 cities. Currently 600,000 AF of groundwater in the Basin cannot be pumped for potable use because of existing high salinity levels. As a result, water must be imported to meet the demand, and capacity for groundwater storage is constrained. WRD’s proposed Regional Brackish Water Reclamation Program and associated Feasibility Study would look at desalinating the saline plume and sustain a 20,000 AFY yield for a useful life of 30 years, which is approximately 20 million gallons per day of new potable water supplies in the Los Angeles area. By removing this existing high salinity water from the West Coast Groundwater Basin, WRD will not only create a safe and reliable potable water supply for cities, but will also reclaim the ability to store water in the Basin. This storage capacity is essential to the success of future recycled water projects such as Metropolitan Water District’s Regional Recycled Water Supply Project.

In August 2017 the WRD Capital Improvement Committee and Board of Directors signed a grant application resolution for a Regional Brackish Water Reclamation Program Feasibility Study for the Proposition 1 - Desalination grant solicitation. WRD staff submitted a grant application to the Department of Water Resources (DWR) on September 1, 2017. WRD was notified on January 24, 2018 that the grant application was successful and the District is being awarded $700,000 as part of a 50% match share towards the development of a Regional Brackish Water Reclamation Program Feasibility Study (Feasibility Study).

Staff is requesting approval for the release of a Professional Services RFP for the Regional Brackish Water Reclamation Program Feasibility Study. The Feasibility Study should take a total of 12 months to complete with six regional partners currently participating alongside WRD; City of Manhattan Beach, Los Angeles Department of Water and Power, City of Torrance, California Water Service, Golden State Water Company and West Basin Municipal Water District. WRD will be funding the Feasibility Study and facilitate an active stakeholder process to determine a recommended framework for a Regional Brackish Water Reclamation Program.
FISCAL IMPACT
There is no cost impact at this time. Upon receipt and evaluation of the proposals, the recommended firm to perform the feasibility study will be brought back to the Board for approval prior to award of the contract. The anticipated cost of the feasibility study will be approximately $1,400,000. Based on the District receiving a $700,000 grant from the DWR, the District’s cost-share will be approximately $700,000. These funds are included in the 2017-2018 CIP budget.

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee approve the release of a Request for Proposals for the Regional Brackish Water Reclamation Program.

Attachment: Request for Proposal for Professional Services
REQUEST FOR PROPOSAL

Professional Services for
Regional Brackish Water Reclamation Program
Feasibility Study

Issued: February, 22 2018

Mandatory Pre-Proposal Meeting:
Tuesday, March 6, 2018 at 3:00 p.m.
WRD Board Room
4040 Paramount Blvd
Lakewood, CA 90712

Questions Regarding this RFP Due:
Monday, March 19, 2018, at 5:00 p.m.
Melody Wu, Project Administrator
E-mail: mwu@wrd.org

PROPOSAL DUE:
Thursday, March 29, 2018 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 Proposal

Regional Brackish Water Reclamation Program Feasibility Study

SCOPE OF SERVICES: The Water Replenishment District of Southern California (WRD) is seeking proposals from qualified firms to provide professional services for a Regional Brackish Water Reclamation Program Feasibility Study.

MANDATORY PRE-PROPOSAL MEETING: A mandatory pre-proposal meeting will be held in the WRD Board Room at 4040 Paramount Boulevard, Lakewood, California 90712, on Tuesday, March 6, 2018 at 3:00 p.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@wrd.org, by no later than Monday, March 19, 2018, at 5:00 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, March 29, 2018 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 “REGIONAL BRACKISH WATER RECLAMATION PROGRAM FEASIBILITY STUDY” 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 – Scope of Work
- Attachment B – WRD Standard Agreement for Professional Services

## REFERENCE DOCUMENTS

The following documents are available for downloading from the WRD website:

http://www.wrd.org/content/groundwater-basins-master-plan

- *Final Groundwater Basins Master Plan* (CH2M, 2016)
REQUEST FOR PROPOSAL

Professional Services for Regional Brackish Water Reclamation Program
Feasibility Study

The Water Replenishment District of Southern California (WRD or District) is seeking proposals from experienced and qualified firms (Consultant or Proposer) to provide services to perform a Feasibility Study for WRD’s Regional Brackish Water Reclamation Program. WRD intends to evaluate the proposals received and enter into a Professional Services Agreement (Contract) one qualified firm.

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. Firms 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.

1.0 INTRODUCTION

The WRD is a 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, the WRD conducts managed aquifer recharge using imported water, recycled water, and stormwater, 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.
2.0 BACKGROUND

The Water Replenishment District of Southern California (WRD) is responsible for managing and replenishing both the West Coast and Central Basins. Within the West Coast Basin a significant plume (approx. 600,000 acre feet) of high Total Dissolved Solids (TDS) has been trapped due to seawater intrusion and the implementation of the West Coast Seawater Intrusion Barrier. WRD has initiated a Regional Brackish Water Reclamation Program (Program) through the Groundwater Basin’s Master Plan to evaluate ways to remediate the basin.

WRD has now initiated a regional planning effort to evaluate the feasibility of remediating the high TDS plume with six additional stakeholders (Stakeholder Group) who pump and wholesale potable water within the basin. The West Coast Basin stakeholder group consists of six agencies and WRD; Los Angeles Department of Water and Power, City of Manhattan Beach, City of Torrance, Golden State Water Company, California Water Service and West Basin Municipal Water District. A Feasibility Study has been identified as the first step to determining how to remediate this plume to allow for future groundwater use within the basin.

The Feasibility Study should evaluate potential siting and technologies for brackish water reclamation facilities within the plume with maximum remediation benefit and the most efficient life cycle cost. At the end of this Feasibility Study WRD and the Stakeholder Group anticipate proceeding forward with partnership agreements determining project specific responsibility followed by CEQA and permitting for the recommended project(s).

3.0 SCOPE OF WORK

The selected Consultant shall provide the services described in Attachment A-Scope of Work.

4.0 REQUIRED QUALIFICATIONS

The following criteria must be met by the Consultant:
- Experience performing similar scale regional feasibility and master planning studies;
- Experience with multi agency/stakeholder planning and consensus processes;
- Experience and understanding of hydrogeology and groundwater, preferably the West Coast Groundwater Basin;
- Understanding of local and regional water rights and associated jurisdictional and/or agency limitations.

5.0 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.

5.1 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.

5.2 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.

5.3 Table of Contents

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

5.4 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 as-needed services described in this RFP.
5.5 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 as-needed work assignments. Also discuss at a minimum the following:

- Ability to successfully complete work assignments within the District’s required time frame and, as necessary, on short notice,
- Approach to assignment of work within the firm and how team members will conduct tasks and prepare anticipated deliverables,
- Describe the Proposer’s project management approach and communications protocol,
- Describe the Proposer’s approach to quality assurance and control,
- 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.

5.6 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.

5.7 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. List at least three (3) projects successfully completed within the last five (5) years of similar nature that demonstrate the firm’s and its subconsultants’ 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 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 5 client references from similar projects completed in the last 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.

5.8 Project Team and Qualifications

Respondent shall provide the names, resumes and a statement of qualifications of key personnel who are expected to be assigned to this project and shall identify their specific responsibilities. Respondent shall include an organizational chart to graphically depict the team members and their roles. Team member resumes shall be included in the proposal as an appendix and shall not count against the 30-page proposal limit.

Respondent shall provide a brief discussion of its qualifications and capabilities to perform work similar in nature to the services requested herein. Respondent shall provide a brief discussion of its previous experience with engagements that are the same or similar in nature to the services requested herein. Emphasis shall be placed on projects that have been completed by members of the proposed project team.

5.9 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.

5.10 Other Information

The proposal shall include a statement that the Proposer will meet the insurance requirements per Section 11.1 of the District’s standard Professional Services Agreement, which is attached to this RFP as Attachment B. 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.

5.11 Exceptions to Standard Contract

The selected Consultant shall be expected to execute a Contract similar to the District’s standard Professional Services Agreement, which is provided as Attachment B. Proposers shall provide a statement in their proposals clearly stating acceptance or exception(s) to the standard Professional Services Agreement. If a Proposer takes exception to any of the contract terms, alternative language shall be included in the proposal for consideration by the District.

6.0 PROPOSAL SUBMISSION REQUIREMENTS

6.1 Proposal Format

For the sake of efficient review, please restrict the Proposal to a total not-to-exceed limit of 30 one-sided, 8½” x 11” pages including pre-printed material, charts, design write-up, graphics, forms, pictures, etc. For exhibits such as the fee proposal and proposed project schedules, the use of 11” x 17” pages is allowed and welcomed. The 30-page limit does not include the dividers, resumes, front cover or back cover included in the Proposal.

Proposals must be prepared simply and economically, providing a straightforward, concise description of the methodology and approach utilized to satisfy the requirements of this solicitation.

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 flash drive shall contain the entire Proposal as a single PDF file and a folder titled “Proposal Sections.” In the folder labeled “Proposal Sections,” each section of the Proposal shall be individually saved as a PDF file. Each file name shall correspond to the title of the Proposal Section.

6.2 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.

6.3 Proposal Submittal Procedures

Five (5) hard copies, one marked “ORIGINAL” with a wet signature page, 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 SERVICES FOR REGIONAL BRACKISH WATER RECLAMATION PROGRAM FEASIBILITY STUDY” and with the name and address of the Proposer. In addition, one (1) electronic copy of the proposal on a 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.

6.4 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.

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 12.4.

6.5 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.

7.0 MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting is scheduled for **Tuesday, March 6, 2018 at 3:00 p.m.** at WRD’s Board Room located at 4040 Paramount Boulevard in Lakewood, California 90712. Prospective proposers are required to attend and encouraged 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 as described in Section 6.4. 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](http://www.wrd.org/business/water-replenishment-business.php).

8.0 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 that sufficiently describe and demonstrate the Respondent’s understanding, approach, capability, and qualifications. 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 Respondents are ranked, WRD will initiate negotiation with the top-rated respondent. If WRD is unable to reach an agreement with the top-rated respondent, negotiations will be formally terminated. WRD will then negotiate with the next highest-ranked respondent and so on until an agreement is reached. Once negotiations with a respondent are terminated, WRD will not renegotiate with that respondent.

The firm that is selected and recommended to the WRD Board of Directors for an award of contract will be the one whose Proposal is determined to be the most advantageous to the District in consideration of successful negotiation of terms, acceptability of fees, 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.

9.0 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>RFP Issued by WRD</th>
<th>February, 22 2018</th>
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<tr>
<td>Mandatory Pre-Proposal Meeting</td>
<td>Tuesday, March 6, 2018 at 3:00 p.m.</td>
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<tr>
<td>Deadline for Questions Regarding this RFP</td>
<td>Monday, March 19, 2018, at 5:00 p.m.</td>
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<tr>
<td>Proposals Due</td>
<td>Thursday, March 29, 2018 at 3:00 p.m.</td>
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<tr>
<td>Interviews (Tentative)</td>
<td>April 10th, 2018</td>
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<td>WRD Board of Directors Awards of Contract</td>
<td>Tuesday, May 1, 2018</td>
</tr>
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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 and interview 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.

A selection panel comprised of WRD staff and at least one (1) outside panelist will review the proposals and consider the following factors to select the most qualified Respondent:

- Completeness of Proposal
- Quality of Proposal
- Respondent Qualifications, Capabilities and Specific Project Experience
- Professional Qualifications of Key Personnel
- Project Approach and Methodology
- Cost Proposal
- References

Based on review of the proposals, a short list of Respondents will be selected to participate in an interview / presentation. Short-listed Respondents must be prepared to give their presentation as soon as five (5) business days following the request by WRD. The interview / presentation will afford the Respondent an opportunity to present the key personnel assigned to the engagement and discuss their qualifications. The selection panel may ask questions about the Respondent’s written Proposal and other issues regarding their proposed Scope of Services. Presentations will
be evaluated and a successful Respondent will be selected for recommendation of contract award. The selection panel will recommend the firm that provides the best overall qualification and value to WRD. This is not a low bid RFP. Contract award is subject to the approval of WRD’s Board of Directors.

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 for a term of no longer than eighteen (18) months based on the proposed schedule prepared by the Consultant in the Proposal.

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 time frame. A proposal cannot be changed or modified
after it has been submitted by the designed 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(s). 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

Scope of Work
Background

The Water Replenishment District of Southern California (WRD) is responsible for managing and replenishing both the West Coast and Central Basins. Within the West Coast Basin a significant plume (approx. 600,000 acre feet) of high Total Dissolved Solids (TDS) has been trapped due to seawater intrusion and the implementation of the West Coast Seawater Intrusion Barrier. WRD has initiated a Regional Brackish Water Reclamation Program (Program) through the Groundwater Basin’s Master Plan to evaluate ways to remediate the basin.

WRD has now initiated a regional planning effort to evaluate the feasibility of remediating the high TDS plume with six additional stakeholders (Stakeholder Group) who pump and wholesale potable water within the basin. The West Coast Basin stakeholder group consists of six agencies and WRD; Los Angeles Department of Water and Power, City of Manhattan Beach, City of Torrance, Golden State Water Company, California Water Service and West Basin Municipal Water District. A Feasibility Study has been identified as the first step to determining how to remediate this plume to allow for future groundwater use within the basin.

The Feasibility Study should evaluate potential siting and technologies for brackish water reclamation facilities within the plume with maximum remediation benefit and the most efficient life cycle cost. At the end of this Feasibility Study WRD and the Stakeholder Group anticipate proceeding forward with partnership agreements determining project specific responsibility followed by CEQA and permitting for the recommended project(s).

**TASK 1 - CONCEPTUAL SYSTEM DESIGN AND PROGRAM REQUIREMENTS (CSDPR)**

**Purpose**
The purpose of this task is to define the overall brackish water reclamation program scope and the key project components (i.e., facility size, project location, source water and product water quality specifications, intake and discharge type and location, facility treatment process, product water delivery location/s and conveyance requirements and supply distribution), as well as to generate and evaluate the feasibility of alternatives for the implementation of each of these key components.

Defining the Conceptual System Design and Program Requirements (CSDPR) is a critical initial step of the Feasibility Study to determine all key project objective, goals, and constraints and identify the range of projects to be evaluated during the Feasibility Study. The CSDPR will be used throughout the Feasibility Study for assessing project alternatives, life cycle cost analysis and eventually providing recommendations for the most viable projects for the Program. These identified projects and their alternatives will serve as the basis for the optional task below, Task 11 – Environmental Documentation.

**Scope**
The Consultant shall perform, but not be limited to, the following scope items:
A. **WRD Program Kick-Off Meeting:** This meeting shall be attended by the Consultant and WRD staff to lay out the framework for the entire Feasibility Study.

At a minimum, the key topics to be covered during the kick-off are to include the following:

- Identify data requests for WRD and stakeholder parties prior to the WRD and Stakeholder Kick-Off Meeting;
- Discuss WRD’s water supply and planning, specifically as it pertains to the Groundwater Basin’s Master Plan and the West Coast Groundwater Basin;
- Discuss groundwater modeling done to date and provide recommendations for additional data collation, mapping, sampling, etc, specifically, but not limited to:
  i. Identifying and quantifying contamination within the West Coast Groundwater Basin;
  ii. Determining potential pumping capabilities for Total Dissolved Solids(TDS) throughout the basin;
  iii. Identify additional water quality analysis or tests to be performed during this Study to assist in determining the projects to be analyzed in this Study;
- Develop water quality based siting criteria for the Program;
  i. Determine a set list of criteria for siting for each project to be weighed against during the Feasibility Study analysis. This list of siting criteria should be focused solely on WRD’s agency objectives around maintaining the groundwater basin health and high TDS/contaminant removal. It is understood that WRD and the Stakeholder Group will have additional siting criteria that may be influenced by additional factors beyond water quality and those are to be identified in the following WRD and Stakeholder Kick-Off Meeting. This criteria will be combined with the siting criteria defined in the WR and Stakeholder Kick-Off Meeting to determine which projects should be evaluated through the Feasibility Study and eventually become a part of the optional Environmental Documentation analysis in Task 11.

**Deliverables:**
1. **Recommendations for additional analysis, sampling, monitoring, data collection, etc of the saline groundwater plume;**
2. **Water quality based siting criteria list approved by WRD.**

B. **WRD and Stakeholder Kick-Off Meeting:** This meeting shall be attended by the Consultant, WRD and all six members of the Stakeholder Group to identify and analyze all Stakeholder Group interests and priorities. The focus of this kick-off meeting shall be to obtain consensus on the goals and objectives to be utilized for the remainder of the Study.

At a minimum, the key topics are to be covered during the kick-off meeting are to include the following:

- Identify stakeholder brackish water program interests and priorities;
- Identify stakeholder limitations and concerns;
- Define a purpose and need for the program;
  i. This subtask will identify all WRD and Stakeholder Group concerns and goals for the Program. The Consultant will be responsible for facilitating the two identified Kick-Off Meetings and finalizing and facilitating approval of the Objectives and Purpose and Need for the Program based on the input from WRD and the Stakeholder Group. The Objectives and Purpose and Need will be referenced throughout the Feasibility
Study to ensure proper program and project development. This will also serve as the basis for CEQA and environmental documentation.

- Develop a list of siting criteria with WRD and the Stakeholder Group to extend beyond water quality criteria and review potential sites for brackish water reclamation operations;
  
  i. Siting criteria defined in this scope item should be developed based on input from WRD and the Stakeholder Group during this kick off meeting and based on any information provided through the data request in advance of the meeting. Consultant shall utilize information provided in advance of the meeting from WRD and the Stakeholder Group as well as information provided during the meeting to develop a list of siting criteria for consensus amongst WRD and the Stakeholder Group. This criteria will be utilized to determine which projects should be evaluated through the Feasibility Study and eventually become a part of the optional Environmental Documentation analysis in Task 11.

- Review the water quality based siting criteria determined during the WRD kick-off meeting

- Review stakeholder quantity demands in the system;
  
  i. A Supply and Demand Analysis as a result of the input received from WRD and the Stakeholder Group shall be performed to assist in determining projects to be carried through the Feasibility Study analysis.

  1. This element of work shall reflect an integration of the West Coast Basin Stakeholder Group support to WRD in evaluating and developing a regional approach to a brackish water reclamation program to meet regional pumping demands. The Consultant shall evaluate the current and future pumping demands and supplies of WRD’s service area, specifically in the West Coast Basin, and provide an evaluation relative to WRD’s Groundwater Basins Master Plan and historical pumping usage patterns, forecasted growth projections, water recycling programs, and water conservation programs and the potential for groundwater storage programs. Consultant shall be responsible for identifying key information needed from the Stakeholder Group to identify their future supply requirements as well as potential limitations, such as pipeline capacity, existing well information, etc. This assessment shall be used to shape the Project Capacity and Location evaluation in Task 1.C herein. This analysis shall be memorialized as a Technical Memo and become part of the CSDPR final report;

**Deliverables:**

1. **Objectives and Purpose and Need statement approved by WRD and the Stakeholder group;**
2. **Comprehensive siting criteria list to include the water quality based siting criteria from Task 1A approved by WRD and the Stakeholder group;**
3. **Supply and Demand Analysis Technical Memo;**

C. **Identification of Project Capacity and Siting and Potential Project Selection:** The intent of this effort is to define a range of Potential Projects and their associated locations and capacities based on the siting criteria, supply and demand analysis and additional information collected through Tasks 1.A and 1.B.

At a minimum, the Consultant shall provide the following:

a. Develop a master list of all Potential Projects with capacities with associated locations. These Potential Projects should be identified based on all information provided to the Consultant and based on the Objectives and Purpose and Need.
b. Develop a short list of all Potential Projects to carry through the Feasibility Analysis. The determination of the short list of Potential Projects shall, at a minimum, be developed by performing a comparative analysis evaluating the following:
   a. Ability to meet the approved water quality based siting criteria set forth in Task 1A;
   b. Ability to meet the approved comprehensive siting criteria set forth in Task 1B;
   c. Ability to meet the approved Objectives and Purpose and Need statement;
   d. System hydraulic limitations and requirements;
   e. Future potable demand requirements;
   f. Analysis of two distribution system options;
      i. Requirements and costs conveying new water into the MWD distribution system;
      ii. Requirements and costs for conveying new water into the local pumper/stakeholder systems;
   g. Locality to potential connection points and associated capacity limits;
   h. System limitations/challenges and probable solutions;
   i. Available property and its proximity to optimum siting for brackish water reclamation;
   j. Available land for process, storage, operations, admin facilities and site access;
   k. Existing onsite and offsite utility infrastructure;
   l. Existing intake and discharge infrastructure;
   m. Proximity to potential new intake and discharge infrastructure;
   n. Local planning & zoning compatibility;
   o. Known hazardous contamination and/or remediation;
   p. Known hazardous site classifications;
   q. Potential Project phasing shall be evaluated to identify Potential Projects that may be expanded or relocated after a certain period of operations;
   r. Consultant recommended additional areas of study and consideration to include, but not be limited to, areas of social, economic and technical considerations.

   c. Develop an evaluation matrix for approval by WRD and the Stakeholder Group that demonstrates how each variable of the facility capacity and location evaluated against all developed and approved criteria as well as the additional criteria identified above. This matrix and assessment of information should yield development of the most economical, logistical, and permittable site.

**Deliverables:**

1. Master list of all Potential Projects’ sites and associated capacities for brackish water remediation, no limit on the number of Projects;
2. Short list of all Potential Projects’ sites and associated capacities for brackish water remediation, limit of ten (10) Projects;
3. Potential Projects evaluation matrix to be approved by WRD and the Stakeholder Group;

**D. Potential Project Development:** The purpose of this task is to take the ten (10) short listed Preferred Projects from Task 1.C and develop the projects further. As the Project’s begin to develop a fatal flaw check should be done after every analysis listed below to ensure only viable Projects are being analyzed and evaluated. The following analysis shall be performed for each of the Potential Projects on the short list:

- Determination of the Potential Project’s intake and associated water quality;
  - Determination of the Project’s useful life based on Project capacity and how much of the saline plume that Project can treat (ie. Does a Potential Project only need to provide
treatment for a shorter period of time due to high concentration/low quantity and
require a mobile facility that can be transported to another Potential Project for use);

- Determination of the Potential Project’s discharge type and associated water quality;
- Determination of the Potential Project’s product water delivery location(s);
- Determination of a conceptual design and layout;
  - Determination of the Potential Project’s on-site treatment based on the influent water
    quality;
  - Evaluation of alternatives and new innovative treatment technologies;

Each of these analysis is described in Task items 1.E through 1.H in detail below. For budgeting purposes,
Consultant shall assume a total of ten (10) “Potential Projects” will be carried through the Task 1.E
through 1.H analysis, but could be eliminated at any time through the analysis due to fatal flaws with
the Potential Project.

E. Brackish Water Intake Evaluation:

1. Source Water Quality Characterization: Based on available information the Consultant shall
develop initial intake source water quality (SWQ) specifications for the following key
constituents:
   a. Salinity;
   b. Chloride;
   c. Sodium;
   d. Bromide;
   e. Boron;
   f. Turbidity;
   g. SDI;
   h. Temperature;
   i. pH; and
   j. Metals (General);
   k. Manganese;

The SWQ specifications will be used for development of the conceptual facility design. It is the
intent for the Consultant to gather existing SWQ data from WRD’s groundwater modeling,
Goldsworthy operational data and additional available data and integrate this information into
this element of work. The SWQ specification shall consider the location in which the intake
could be constructed.

2. Evaluation of Intake Alternatives: It is assumed only one type of intake is feasible for this Brackish
Water Reclamation Program, those being vertical wells. With vertical wells being the only way
to extract the saline plume from the groundwater the focus goes to the siting of these wells and
whether or not existing or abandoned wells can be utilized for this program. At a minimum the
Consultant shall identify and evaluate the following types of intakes:
   - Existing Intake Infrastructure:
     - Existing wells - abandoned
     - Existing wells - producing
   - New Intake Infrastructure:
     - New wells

The Consultant shall evaluate the aforementioned well types and, at a minimum, evaluate the
following in through enough detail to provide a recommendation for each Potential Project:
a. Proximity to potential available land for the placement of treatment facilities;
b. Easements and jurisdictional rights associated with the intake and proposed conveyance to the treatment facility;
c. Construction and/or retrofit methodologies;

**Deliverables:**
1. A detailed analysis and recommendation of the SWQ specifications/requirements and how it relates to each Potential Project;
2. A recommended intake type for each Potential Project;

**F. Brackish Water Discharge Evaluation:**
1. *Discharge Water Quality Characteristics:* The Consultant shall develop discharge water quality (DWQ) specifications for each Potential Project. The DWQ specifications shall identify the water quality and quantity of the proposed concentrate discharge. Consideration shall be given to the all discharge streams, including but not limited to quality and quantity of all in facility waste streams (spent pretreatment backwash; chemically enhanced backwash (CEB), and spent MF and RO membrane clean-in-place (CIP) cleaning solutions).

2. *Facility Discharge Alternatives:* The Consultant shall evaluate the feasibility of different discharge methodologies for each Potential Project. At a minimum, the following discharge types to be evaluated include:
   a. Connection into the Los Angeles County Sanitation District (LACSD) sewer
   b. Connection into existing ocean discharge tunnels/outfalls;
   c. Construct a new ocean discharge structure;
   d. Zero Liquid Discharge (ZLD)

3. *Permitting Constraints (for the ocean discharge options only):* The Consultant shall also identify all concentrate discharge concerns and constraints for each Potential Project if they were to discharge to the ocean. The analysis shall specifically be focused around the CA Ocean Plan and the Desalination Chapter as well as the specific permit constraints of those existing ocean discharges which could be connected to (ie. Hyperion Water Reclamation Plant).

**Deliverables:**
1. A detailed analysis of the DWQ specifications/requirements and how it relates to each Potential Project;
2. Permitting constraints analysis for the ocean discharge options only;
3. A recommended discharge type for each Potential Project;

**G. Product Water Delivery Evaluation:**
1. *Identification of Product Water Quality Specifications:* It is the intent for this element of work to develop an understanding of the product water quality (PWQ) specifications of the Brackish Water Reclamation facility that will be defined based on a review of the water quality needs.

   The Consultant, at a minimum, shall provide the following:

   a. Review existing information and request information from the participating Stakeholder Group to assess the impacts of how this water quality will impact stakeholder potable water
systems. The Consultant shall use the data, information, and requirements from the Stakeholder Group and integrate this into future treatment and distribution system layouts.

i. Regional PWQ Assessment: The Consultant shall obtain the delivered water quality specifications for each Stakeholder that could potentially use the reclaimed brackish water. It is assumed this information would be requested by the Consultant in advance of the Stakeholder Group Kick-Off Meeting.

ii. PWQ Analysis: The Consultant shall evaluate the various PWQ specifications and develop a recommended approach that provides the most cost effective design approach and flexibility to the treatment process and distribution system while meeting the PWQ requirements of each customer service area.

iii. PWQ Cost Analysis: The Consultant shall perform a cost analysis for producing the various PWQ specifications. This analysis shall be used to identify the most viable and cost-effective product water quality level/s in terms of total dissolved solids (TDS); chlorides; sodium; boron; alkalinity, pH, corrosion index, bromides and any additional constituents of concern in the influent water.

2. Conveyance System Analysis: The Consultant shall perform a distribution system analysis to determine potential locations for delivery of the product water produced by the brackish water reclamation facility to the distribution system(s) for each Potential Project. Delivery alternatives will be generated and evaluated for each of the Potential Project sites based upon the local PWQ specification. The Consultant’s alternative analysis shall include but not be limited to, the following scope elements:
   a. Pipeline alignment routing w/aerial mapping;
   b. Hydraulic sizing of distribution system;
   c. Preliminary pipeline material and class selection;
   d. Pipeline corrosion analysis;
   e. Proposed connection points;
   f. Blending of local PWQ specifications with local retailers PWQ requirements;
   g. Storage requirements;
   h. Distribution system power requirements;
   i. Right-of-way and easement acquisition requirements/challenges;
   j. Local agency coordination challenges;
   k. Department of Public Health (DPH) regulatory requirements;
   l. Proposed alternative implementation schedule; and
   m. Proposed alternative costs

**Deliverables:**
1. A detailed analysis of the PWQ specifications/requirements and how it relates to each Potential Project;
2. Conveyance system analysis and recommendations for the most feasible product water delivery for each Potential Project.

H. Conceptual Brackish Water Facility Design and Layout: The Consultant shall provide a conceptual brackish water reclamation facility design for each Potential Project that shall be developed using their specific SWQ specifications (recommended from Section E herein); PWQ specifications (recommended from Section G herein); and the recommended type of intakes and discharges for this project (from Section E & F).
1. **Conceptual Treatment Design:** The Consultant shall provide an analysis for the most appropriate technology and treatment for each Proposed Project. A conceptual facility design alternatives analysis shall be developed and evaluate the following as part of this task:
   - Intake and discharge systems depending on the type of shortlisted intakes and discharges;
   - Single-stage reverse osmosis (RO) system;
   - Partial second-pass RO system;
   - Two-stage/two pass system or other RO system configuration alternatives depending on the product water quality target(s);
   - New and innovative treatment technologies pertaining to brine and energy minimization;
   - Energy recovery systems;
   - Viability of alternative post-treatment/corrosion control systems;
   - On-site product water storage;
   - On-site delivery facilities;
   - Facility solids handling/disposal alternatives;
   - Any additional technology proposed by the Consultant to meet the program objectives.

Once all alternatives have been evaluated, the Consultant shall provide the following plans for each Potential Project conceptual facility design:

2. **Overall site plan** The Consultant shall provide a site plan for each of the sites and layouts that includes site accesses, all process units, intake and discharge systems, supporting site systems, process and operations/maintenance buildings, support and administration buildings, roadways, green spaces, pump stations, chemical buildings, storage buildings (i.e., Spare parts, membranes, cleaning chemicals, etc.), site runoff containment, contractor’s laydown areas, and other necessary information to provide a comprehensive decision making tool to evaluate each site and layout scenario.

3. **Architectural Renderings** The Consultant shall provide one (1) rendering of each layout scenario for each Potential Project. The rendering perspectives shall be determined by the Project Manager.

4. **Site Utility Plan** The Consultant shall provide a site utility plan for each of the shortlisted sites. The utility plan shall include all existing utilities, preliminary proposed utilities necessary to service the new treatment and distribution system. The proposed utility plan shall also show all required utility connections between the existing and proposed systems.

5. **Grading Plan** The Consultant shall provide a preliminary grading plan for each site. Consideration shall be given to remediation that may need to be performed for each Potential Project.

**Deliverables:**

1. A summary of the key process design criteria, conceptual facility sizing, and facility layout will be prepared for each Potential Project;
2. The site evaluation analysis shall include drawings (11”x17”) of each of the subject sites showing the aforementioned evaluation criteria and following information as a minimum:
   a. Site boundary;
   b. Proposed acreage;
c. Existing utilities;
d. Existing intake and discharge infrastructure;
e. New intake and discharge infrastructure;
f. Preliminary process and site layout;
g. Transportation arteries/site access; and
h. Preliminary pipeline alignment to the local distribution system.

I. **Potential Project Screening:** The Potential Project Screening Task 1.I is to take all the information from the previous Task items and determine a short list of Potential Projects to carry through the remainder of the Feasibility Study analysis in future tasks. In order to determine the short list to continue forward with an evaluation and ranking of the projects side-by-side shall take place. The Consultant shall develop a feasibility ranking matrix based on the previous Task items:

- Task 1.C - Identification of Project Capacity and Siting and Potential Project Selection
- Task 1.D – Potential Project Development
- Task 1.E – Brackish Water Intake Evaluation
- Task 1.F – Brackish Water Discharge Evaluation
- Task 1.G – Product Water Delivery Evaluation
- Task 1.H - Conceptual Brackish Water Facility Design and Layout

Each Potential project shall be ranked along with a list of positives and challenges. Once the matrix has been developed and all Potential Projects have been ranked, the results shall be provided to WRD and shared with the Stakeholder Group for consensus on which Potential Projects to continue moving forward with. The Consultant shall provide a recommendation of which Potential Projects should move forward analyzing in order to assist WRD and the Stakeholder Group in gaining consensus. Consultant shall assume five (5) projects will be shortlisted and identified as “Potential Projects” and be carried through the remainder of the future Task analysis.

**Deliverables:**

1. A feasibility ranking matrix showing all identified potential projects side-by-side, how they rank against each other and associated positives and challenges;

**TASK 2 – POWER SUPPLY PLAN (PSP)**

**Purpose**

Power supply development is a critical element in developing an affordable reclaimed brackish water supply. As part of the scope of this overall project, the Consultant shall provide a comprehensive assessment of the various power supply options and necessary requirements to ensure that cost effective and reliable power supplies are available and integrated into the development of the project.

The Consultant shall perform the following analysis for each of the assumed five (5) Potential Projects identified and approved by WRD and the Stakeholder Group in Task 1.I. It is assumed much of the analysis is applicable to all five (5) Potential projects in order to save on budget, but some Potential Projects may have unique positives or challenges and those should be identified.

**Scope**

The Consultant shall provide the following work elements:
A. **Assessment of Project Power Demand**: An assessment of the power use and total project power demand of all individual treatment processes, equipment, supporting facilities, buildings, intake, discharge, and distribution systems. This assessment shall provide a breakdown by discipline and pertinent assumptions identified to provide the foundation for the final layout, design, and permitting of the full-scale facility and supporting power supply system.

B. **Evaluation of Power Supply Options**: A detailed evaluation of the available power supply options shall be performed. The evaluation shall include the following scenarios:

1. **Onsite power generation options (Conventional and Renewable)**;
2. **Off-site power generation options (Conventional and Renewable); and**
3. **Existing SCE retail power supplies**
4. **Community Choice Aggregations (CCAs)**
5. **Wholesale Power Market Purchase**

Evaluation of the renewable (i.e., Wind, solar, etc.) and conventional supply options shall include the type of power supply (i.e., Natural gas combined cycle, cogeneration, etc.), proposed supply location, footprint, generation capacities, accessibility to the transmission system, supply development challenges, environmental permitting requirements and/or challenges, and tentative schedule to develop the proposed supply option. For each of the identified power generation options, the Consultant shall also identify the proposed load type/usage (i.e., Base load, peaker, etc.) that the proposed load would be supplied from.

C. **Renewable Power Supply Offsets**: Renewable supply options proposed above shall also include an assessment of how these renewable supplies will be accounted for and whether these supplies will be sufficient in capacity to provide for a total carbon offset or will be proposed as carbon net neutral for the energy consumption.

D. **Reliability & Integration Standards**: The Consultant shall perform an analysis of system reliability and proposed power source integration. The Consultant shall develop a reliability and integration standard to ensure the following, at a minimum:

1. **Continuous power is supplied at all times**;
2. **Seamless crossover between renewable and conventional supplies (if applicable);**
3. **Seamless crossover between on-site and off-site power supplies; and**
4. **Redundancy is maintained at all times**;

The Consultant shall provide a preliminary cost and pricing scenario to provide redundant power to the Potential Projects. An analysis of each option and recommendations shall be provided as part of the PSP.

E. **Transmission Requirements**: The Consultant shall evaluate the proposed TOU tariffs, provide an analysis of the cost for using the transmission infrastructure, and assessment of other regulatory requirements to convey the power to Potential Projects. The Consultant shall also identify any weak links in the existing transmission system(s) and identify proposed solutions and associated costs to ensure efficient delivery of power. Findings and recommendations shall be included as part of the PSP.
F. **Proposed Costs**: The Consultant shall provide a cost analysis for each of the proposed power supply development options. The costs shall include the entire program costs for each of the various options. The program costs shall include at a minimum planning, engineering, and regulatory/permitting costs. The Consultant shall also include a detailed construction cost breakdown that details the major construction components. Costs shall be based upon a Class 4 analysis in accordance with the Association for Advancement of Cost Estimation. This costs analysis shall be incorporated into the PSP.

G. **Preferred Alternative**: In considering the aforementioned scope requirements, the Consultant shall provide a recommended preferred power supply alternative for the primary power source for each Potential Project. The Consultant shall develop an evaluation matrix of the various proposed supply options, costs, and schedule and provide a recommendation. The Consultant shall provide a critical analysis of the advantages and disadvantages of why the preferred alternative is the recommended approach. The Consultant shall also identify the redundant power supply option and whether renewable supplies will be part of this portfolio and what percentage this will be comprised of. The preferred power supply alternative shall identify the required elements from each of the work tasks above and should include a detailed description of the specifics necessary to implement procuring the preferred alternative.

H. **Next Steps/Studies/Schedule**: The Consultant shall provide a narrative detailing the requirements and next steps to develop the preferred power supply alternative/redundant power supply. This narrative and recommendations shall be part of the PSP and shall include a detailed schedule, required permits, engineering studies, CEQA/EIR requirements, and integration with the overall project implementation schedule. The schedule shall be a CPM based schedule and include all major planning, permitting, design, construction, and financing activities and milestones. The narrative shall also include an analysis if the power supply development should be and could be included as part of the overall project CEQA/EIR process.

**Deliverables:**

1. The Consultant shall be responsible for providing a comprehensive Power Supply Plan (PSP) that encompasses the analyses, findings, and recommendations from each of the aforementioned scope of work elements. This PSP shall be a chapter in the overall Feasibility Study final report.

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**TASK 3 - PROJECT ENTITLEMENTS AND ACQUISITION PLAN (PEAP)**

**Purpose**
The purpose of this task is to identify all key legal entitlements needed for implementation of the preferred project alternative and to develop a plan and schedule for their acquisition. Many of the engineering support studies developed for acquisition of project entitlements will also be used for the development of the conceptual project design, environmental review and permitting as well. Successful and timely project conceptual design, environmental review, permitting, and implementation will require as a minimum the following key legal entitlements:

- Agency Governance Overview
- Site Option/Site Lease;
- Easements/Rights of Way for the Preferred Product Water Pipeline Route;
- Power Supply Agreement for the Facility Operations;
- Intake/Discharge agreements.
The Consultant shall perform the following analysis for each of the assumed five (5) Potential Projects identified and approved by WRD and the Stakeholder Group in Task 1.I. It is assumed much of the analysis is applicable to all five (5) Potential Projects in order to save on budget, but some Potential Projects may have unique positives or challenges and those should be identified.

Scope

At a minimum, the Consultant shall perform the following engineering studies to be prepared in support for acquisition of various project entitlements:

A. **Agency Governance Overview**
   At a minimum, the Consultant shall provide a review of each agency and their governance rights and limitations. This analysis shall document the existing groundwater adjudication and different governance concepts to developing a Regional Program. At a minimum the Consultant shall evaluate the following:
   - Existing groundwater adjudication and operating a facility(s) within the existing adjudication,
   - Existing groundwater adjudication and operating a facility(s) outside the existing adjudication,
   - Each agencies governance structure,
   - Each agencies available groundwater and water rights,
   - Potential challenges for each agency to partner in this Regional Program,
   - Potential options for partnership between agencies to maximize jurisdictional options, including but not limited to Joint Powers Authorities(JPAs),
   - Additional information or options as proposed by the Consultant.

The Consultant shall evaluate jurisdictional limits and options for a potential partnership and provide a recommendation for governance structure. This structure can be on a per project basis or a Program level basis depending on the evaluation performed above. Consultant shall have a workshop with WRD staff to review all the challenges, options and recommended governance configurations.

B. **Supporting Surveys**
   At a minimum, the Consultant shall provide a supporting survey(s) for each Potential Project. The supporting surveys shall take into consideration the proposed site layout and footprint of the preliminary construction laydown areas.

   The supporting survey shall be a detailed photogrammetric site survey for the preferred project alternative that includes an aerial digital orthophotography with a minimum 40 scale Resolution, 1/4 foot pixel with an accuracy standard of +/- 1 foot, and a maximum contour interval of 1 foot along with the existing and proposed legal property boundaries indicated on the aerial survey. The Consultant shall provide a working AutoCad file (Latest version) of the final digital orthophotography survey on an E size mounted and laminated hardcopy. The survey shall be accompanied by a written analysis with the findings on the critical land procurement concerns that could impact that development or procurement of the site, intake, and distribution facilities.

C. **Distribution System Easements/Rights of Way**
   The Consultant shall be responsible for performing an analysis of the local distribution system easements/rights of way. The Consultant shall jointly work with the WRD and the Stakeholder Group
to perform an evaluation of the distribution system easement and rights of way requirements on the possible distribution and conveyance system alignments, connection points, and supporting requirements.

D. Acquisition Schedule
The Consultant shall develop an acquisition schedule that includes studies, agreements, right-of-way acquisitions, and other various tasks elements that will drive the successful procurement of all project entitlements. The acquisition schedule shall be submitted in a Microsoft Schedule critical path Gantt chart format and include detailed tasks and subtasks for each acquisition activity, duration, logic formatting (i.e., Start to finish, finish to finish relationships, etc.), start and finish dates, and critical path. The Consultant shall include the acquisition schedule activities and logic sequence into the overall Program Feasibility Study schedule.

E. Project Entitlement Acquisition Plan (PEAP)
The PEAP shall include plans for obtaining site option/lease; product water pipeline easements/ rights of way; power supply agreement; and a plan for negotiating intake/discharge easement. For each of these entitlement acquisition plans the PEAP shall define the scope, budget, and time of completion of the engineering studies needed to support the respective entitlement acquisition.

Deliverables:
1. Workshop with WRD staff to review all governance options and recommendations;
2. The Consultant shall be responsible for providing a comprehensive Project Entitlements and Acquisition Plan (PEAP) that encompasses the analyses, findings, and recommendations from each of the aforementioned scope of work elements. This PEAP shall be a chapter in the overall Feasibility Study final report.

TASK 4 – ENVIRONMENTAL REVIEW PLAN (ERP)

Purpose
This project component aims to develop a plan for environmental project review and potential preparation and certification of an environmental impact report (EIR) and/or Environmental Impact Statement (EIS). The plan will provide an overview of the EIR development process planned for each Potential Project and will define key steps, and activities that would need to be completed in order to achieve timely and successful project EIR certification. The goals of this effort is to determine which Potential Projects may have more challenging environmental impacts when evaluating them against each other for eventual implementation and identify next steps for a CEQA process. It would be a goal of WRD to minimalize environmental review and identify projects that may be eligible for a Mitigated Negative Declaration (MND) or other similar option in lieu of a full EIR process.

The Consultant shall perform the following analysis for each of the assumed five (5) Potential Projects identified and approved by WRD and the Stakeholder Group in Task 1.I. It is assumed much of the analysis is applicable to all five (5) Potential projects in order to save on budget, but some Potential Projects may have unique positives or challenges and those should be identified.

Scope
The Consultant shall perform the following in developing the environmental review plan (ERP):
A. Identification of Key CEQA/NEPA Concerns/Issues: The ERP shall identify key environmental considerations and concerns associated with project implementation and shall include a scope of work for procurement of EIR contractor. Specific environmental considerations that shall be addressed in the plan include:

- Aesthetics,
- Air Quality and GHG Emissions,
- Hazards & Hazardous Materials,
- Hydrology,
- Geological Hazards,
- Water Quality,
- Noise,
- Cultural Resources,
- Initial Coastal Act Compliance Review,
- Traffic and Circulation,
- Recreation,
- Biological Resources,
- Land Use,
- Power Use,
- Cumulative Impacts

In addition, the ERP will define the scope and key issues that will need to be addressed in Optional Task 11 – Environmental Documentation and the engineering studies that will need to be developed to support the development of the EIR:

- Visual Impact Report,
- Air Quality Assessment,
- Climate Change Assessment,
- Biological Resources Report,
- Cultural Resources Report,
- Geotechnical Report,
- Hydrology Report,
- Phase 1 Environmental Site Assessment,
- Acoustical Assessment,
- Traffic Impact Analysis,
- Water Supply Assessment.

Most of these studies would be developed as a part of the EIR/EIS preparation efforts. However, in order to expedite the environmental review process, the Consultant shall identify the studies (especially studies of multiple use and long-duration) that could be implemented as a part of Optional Task 11 – Environmental Documentation.

B. Identification of Key Steps/Activities The Consultant shall provide key steps and activities that are required for successful CEQA/NEPA Completion. At a minimum, the Consultant shall provide a schedule of the major tasks (i.e., CEQA/EIR scope development, studies to be performed, review periods, etc.), durations, critical path and overall project challenges that could hinder the progressive nature of completing the CEQA/EIR process. This schedule shall be integrated with the overall Feasibility Study project schedule.
Deliverables:
1. The Consultant shall be responsible for providing a comprehensive Environmental Review Plan (ERP) that encompasses the analyses, findings, and recommendations from each of the aforementioned scope of work elements. This ERP will describe key steps of the EIR/EIS development and review process; will identify main areas of significance in terms of environmental impacts and considerations; and will define the scope and budget associated with the preparation, review and certification of a potential EIR/EIS. This ERP shall be a chapter in the overall Feasibility Study final report.

TASK 5 - PROJECT PERMITTING PLAN (PPP)

Purpose
The purpose of this Project Permitting Plan (PPP) is to identify key permits that will need to be obtained in order to complete each Potential Project; and for each permit will identify critical issues, data and studies needed to be generated in order to prepare permit applications and to negotiate favorable permit provisions and conditions. This plan will also define the scope and budget for the implementation of the engineering support studies needed for project permitting.

The Consultant shall perform the following analysis for each of the assumed five (5) Potential Projects identified and approved by WRD and the Stakeholder Group in Task 1.I. It is assumed much of the analysis is applicable to all five (5) Potential projects in order to save on budget, but some Potential Projects may have unique positives or challenges and those should be identified.

Scope
The Consultant shall provide the following scope of work:

A. **Identify Project Permits**: The Consultant shall prepare a narrative of each of the required permits that will be necessary to fully entitle each Potential Project. It is assumed most Potential Projects will have mostly the same permits. The permitting narrative shall describe each permit, a summary of the permit requirements, and the regulatory agency having responsibility for issuing the permit. The following is a tentative list of known permits that may be required as part of the permitting process, but shall not be considered a complete list:

1. California Department of Public Health (CDPH)-Conditional Approval of Drinking Water Permit;
2. Los Angeles Regional Water Quality Control Board – NPDES Discharge Permit
3. California Coastal Commission (CCC) - Coastal Development Permit
4. California Department of Transportation (Caltrans) – Encroachment Permits
5. SCAQMD – Permit to Operate

The Consultant shall be responsible for identifying all required permits.

B. **Identification of Critical Issues, Data and Studies Necessary for Permit Applications**: The Consultant shall identify the critical issues that are associated with obtaining permits for each Potential Project. In addition, a detailed assessment and accounting of the required data and supporting studies required to obtain each of the permits shall be included as part of the PPP.
C. **Develop Permitting Approach & Schedule:** The Consultant will develop a permitting approach that clearly describes the optimum, most cost efficient, and timely approach in procuring full entitlement of all permits. The Consultant's description shall include, at a minimum, a detailed narrative of how the proposed approach will:

1. Be integrated with the supporting studies, data collection, and permit applications;
2. Identification of the required steps and sequencing to obtain the required permits;
3. Define pre-application meetings with regulatory staff, frequency, and potential benefits;
4. Identify communication strategies with permitting agencies; and
5. Develop a master permitting schedule for obtaining all permits. The master permitting schedule shall contain at a minimum:
   a. Proposed duration necessary to develop permit applications for each required permit;
   b. Supporting studies integration milestones;
   c. Proposed pre-application meetings dates;
   d. Application submittal milestones;
   e. Regulatory review process and durations;
   f. Proposed comment response periods and re-submittal processes;
   g. Proposed early and late start/finish dates;
   h. Detailed activity sequencing with logic ties (i.e., Finish to start, start to start, etc.)
   i. Proposed permit hearing milestones and sequencing.

The Consultant's narrative shall detail all assumptions made in developing the master-permitting schedule and include a potential impacts analysis should any of the assumptions potentially face legal or regulatory challenges. The impact analysis shall identify the proposed challenges, their durations, include proposed mitigating solutions and potential time impacts to the overall schedule. The master-permitting schedule shall be included as part of the PPP.

D. **Development of Permitting Budget:** The Consultant shall develop a detailed permitting budget. This budget shall be comprehensive to include all elements and stages of each permit and permitting activities. Because several of the permit conditions and associated costs are driven by the regulatory agencies, the Consultant shall make assumptions based upon recent projects entitled by the responsible permitting authority. The Consultant shall identify all assumptions and give a minimum and maximum range of the expected permitting costs based upon the most recently approved projects.

**Deliverables:**
1. The Consultant shall be responsible for providing a comprehensive Project Permitting Plan (PPP) that encompasses the analyses, findings, and recommendations from each of the aforementioned scope of work elements. This PPP shall be a chapter in the overall Feasibility Study final report.

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**TASK 6 – FACILITY OPERATIONS & MAINTENANCE PLAN (OMP)**

**Purpose**
The Facility Operations and Maintenance Plan (OMP) will outline the operational requirements, resources, staffing, management, costs, and other requirements associated with operating each Potential Project and associated appurtenances (ie. Intake, distribution system, etc).
The Consultant shall perform the following analysis for each of the assumed five (5) Potential Projects identified and approved by WRD and the Stakeholder Group in Task 1.I. It is assumed much of the analysis is applicable to all five (5) Potential projects in order to save on budget, but some Potential Projects may have unique positives or challenges and those should be identified.

Scope
The following is the scope of work that shall be part of the OMP:

A. **Define Operations Parameters:** The Consultant will work with WRD and the Stakeholder Group to comprehensively identify all operating parameters and associated acceptable operational parameter intervals with maximum and minimum targets being defined. The operational parameters identified shall reflect the specific nature of the source water quality for the preferred site, targeted product water quality goals, concentrate management discharge requirements, treatment process loading rates, energy consumption, chemical usage, and be reflective of the preferred recommended treatment processes identified in the Conceptual Design in Task 1. The operational parameter itemization shall have a summary narrative identifying which regulatory requirement it is intended to comply with and/or which treatment process is being optimized.

B. **Required Labor/Staffing:** This task shall provide an evaluation of the required staffing and labor that to support the operations for each Potential Project and associated conveyance system. The labor/staffing plan shall provide a detailed assessment of the types of positions required, necessary certifications, regulatory compliance requirements, facility automation impacts, and maintenance requirements. The labor/staffing plan shall provide a comparison with other similar facilities in regards to staffing levels, works shifts, and proposed hourly rate structure. The staffing/labor plan shall also include an analysis of the optimum operational format in regards to number of shifts and staffing format.

C. **Conveyance System Requirements:** This task shall provide the requirements to operate the local conveyance and distribution facilities. This analysis shall evaluate the operational resources, management support, staffing, support facilities, and other pertinent requirements.

D. **Assessment of Options for Operations:** This task shall provide an evaluation of all operational options. This analysis shall consider the available mechanisms/options which would be the greatest benefit to WRD and the Stakeholder Group. The Consultant shall integrate the findings and recommendations from this analysis when considering the available project delivery methods.

E. **Evaluation & Recommendation of Required Support Facilities:** This task shall identify the required support facilities to comprehensively operate each Potential Project. The support facilities analysis shall include sufficient detail to identify the space required for operations and maintenance office space, equipment, shop/repair facilities, storage of materials, research and development area, tour facilities, meeting space, laboratory space, and other pertinent elements. This analysis shall be part of the OMP.

F. **Environmental Compliance Requirements:** This task shall identify the environmental compliance requirements and various responsibilities for the operations team that will be responsible for operating the each Potential Project. This element of work shall identify the specific reporting requirements, responsibilities, and associated facilities (i.e., Certified lab(s), equipment, staff, etc.). The Consultant shall provide a comprehensive evaluation and recommendation of all
environmental compliance elements, and reporting frequencies that will be part of operating each Potential Project. As part of the environmental compliance analysis, the Consultant shall provide the regulatory code/agency and other requirements that make up the environmental compliance plan.

G. O&M Budget: This task shall provide a detailed budget for operations of a brackish water reclamation facility and conveyance system. The O&M budget shall take into consideration the tasks elements defined herein, the preferred project recommendation, and shall provide a minimum of five costing analyses based upon the various staffing scenarios, power production models, and facility ownership models. At a minimum, the cost analyses shall account for the

- Energy;
- Chemicals;
- Equipment replacement and repair;
- Staffing;
- Fixed and variable costs;
- Additional items as recommended by the Consultant or identified through this analysis.

Deliverables:
1. The Consultant shall be responsible for providing a comprehensive Facility Operations and Maintenance Plan (OMP) that encompasses the analyses, findings, and recommendations from each of the aforementioned scope of work elements. This OMP shall be a chapter in the overall Feasibility Study final report.

TASK 7 - PROJECT COSTS & FUNDING PLAN (PFP)

Purpose
The purpose of this plan is to outline the potential sources of project funding, determine a life cycle cost using design – bid - build for each Potential Project and to analyze key advantages and disadvantages of using various funding sources and structures.

The Consultant shall perform the following analysis for each of the assumed five (5) Potential Projects identified and approved by WRD and the Stakeholder Group in Task 1.I. It is assumed much of the analysis is applicable to all five (5) Potential projects in order to save on budget, but some Potential Projects may have unique positives or challenges and those should be identified.

Scope
The Project Funding Plan (PFP) will incorporate an overview of the funding sources and mechanisms at local, state, and federal level available to WRD and the Stakeholder Group; and will generate recommendations for the most viable project funding structure. In addition, a Class 5 cost estimate shall be developed as a part of this plan.

A. Overview of Complete Project Costs (All Project Components): The Consultant shall provide a detailed overview of all project costs associated with developing each Potential Project. The overview shall include all elements from the planning phase through construction/start-up of the full-scale facility. The cost overview shall provide a statement as to detail and accuracy level of each cost component and an assessment of the costs that are fixed verses the variable cost components. The project cost analysis shall also include all operations costs as identified in the
OMP. At a minimum, the following list of costs shall be compiled to determine the cost of water in dollars per acre-foot:

- Planning and Development;
- Design;
- Environmental process;
- Permitting;
- Construction;
- Operations;
- Assignment of Risks;
- Ownership Roles;
- Financing Costs

B. **Project Financing Options** The Consultant shall assess the financial industry and the various types of project financing vehicles that are available for the development for each Potential Project.

C. **Local, State, & Federal Grant Options** The Consultant shall provide an analysis of the potential Local, State, and Federal grant funding options that are available to offset the development costs for each Potential Project. The Consultant shall provide an analysis of existing and future funding programs and the associated requirements for each. The Consultant shall also provide an assessment of proposed legislative concepts (i.e., Tax credit bond legislation, etc.) at a State and Federal level that could be for considered by WRD and the Stakeholder Group as potential funding opportunities. This analysis shall be made part of the PFP and any potential offset shall be demonstrated in the water costs analysis herein.

D. **Cost of Water Analysis** The Consultant shall use the Potential Project costs identified herein to evaluate a cost of water analysis on a dollar per acre-foot basis. The cost of water analysis shall consider traditional design – bid - build as the basis for all design and construction costs. All development costs shall be included. The O&M costs from the OMP shall be included. The Consultant shall utilize discount rates and financing time periods provided by WRD.

**Deliverables:**

1. The Consultant shall be responsible for providing a comprehensive Project Costs and Funding Plan (PFP) that encompasses the analyses, findings, and recommendations from each of the aforementioned scope of work elements. This PFP shall be a chapter in the overall Feasibility Study final report.

**TASK 8 - PROJECT DELIVERY PLAN (PDP)**

**Purpose**

The purpose of this task will be to analyze alternative project delivery methods, assess advantages/disadvantages of each scenario, analyze cost impacts, and evaluate contractor procurement requirements for project delivery. This evaluation will be used to develop a final Project Delivery Plan (PDP).

The Consultant shall perform the following analysis for each of the assumed five (5) Potential Projects identified and approved by WRD and the Stakeholder Group in Task 1.1. It is assumed much of the
analysis is applicable to all five (5) Potential projects in order to save on budget, but some Potential Projects may have unique positives or challenges and those should be identified.

Scope
The Consultant shall perform the following tasks:

A. Identify Potential Project Delivery Methods
   The Consultant will identify, include descriptions of, and provide a detailed assessment of key project delivery methods. Some of the project delivery methods may include, but shall not be limited to, the following:

   1. Design-Bid-Build,
   2. Design-Build,
   3. Design-Build - Operate,
   4. Design-Build - Operate-Transfer,
   5. Design – Build – Operate – Finance – Maintain,
   6. Public Private Partnership,
   7. Construction Manager at Risk,

   The Consultant shall consider all aspects of project development in considering the various project delivery methods including, but not limited to, the ability to entitle the project within the specified delivery method scheme, ownership risks, cost and time impacts, and other pertinent parameters.

B. Analysis of Advantages/Disadvantages
   The Consultant shall provide an evaluation of the advantages and disadvantages for each of the discussed delivery methods. The evaluation shall be detailed in discussing the merits, challenges, risks, and optimum timing of when each delivery method would be most effective to implement. The Consultant shall provide an evaluation matrix of the discussed delivery methods graphically indicating the pros and cons of each method with an evaluation criteria assigned to each method. The evaluation criteria shall be used in Section E in assisting with the preferred delivery method selection. The Consultant shall evaluate the legal acceptability for each delivery method for each Potential Project for WRD and the Stakeholder Group.

C. Risk Profile of Project Delivery Methods
   The Consultant shall develop a risk profile for each of the discussed delivery methods. The risk profile will include an array of the benefits and impact assessment when considering the assignment of risk, costs, schedule, and facility ownership. The risk profile shall discuss the risk and rewards of each of the delivery methods along with the legal structure, benefits of combined and/or individual ownership models, entry and exit points of the delivery method in regards to sequence of design, construction, and operation and other pertinent parameters relevant to assessing risk.

D. Delivery Method Cost Analysis
   The Consultant shall utilize the cost estimate developed in Task 7 – Project Costs and Funding and perform a value for money analysis. This analysis shall evaluate all delivery methods life cycle cost against the life cycle cost for traditional design – bid – build. The cost analysis shall consider, at a minimum, the following elements:
   1. Planning and Development;
   2. Design;
3. Environmental process;
4. Permitting;
5. Construction;
6. Operations;
7. Assignment of Risks;
8. Ownership Roles;
9. Financing Costs

E. Preferred Project Delivery Method
A preferred project delivery method will be selected based on an alternative comparison against common screening criteria. The common screening criteria shall consist of each of the criterion of the aforementioned sections in this task. Additionally, the Consultant shall prepare an evaluation matrix that details how each of the criterion is weighted and the preferred delivery method is chosen.

F. Feasibility Study Project Delivery Schedule
The Contractor shall develop a preferred Feasibility Study project delivery schedule for the preferred project option. The delivery schedule shall include all elements of project development. The project delivery schedule shall be in a Microsoft Project critical path Gantt Chart format and include at a minimum, a detailed activity duration for each of the required project development disciplines described in this document and other pertinent activities to provide a detailed level and understanding of the of the Feasibility Study activities, overall development schedule, and critical path activities that will be necessary to successfully deliver the project with the preferred delivery method and constraints identified with each of the Feasibility Study sections scope of work. The Consultant shall also provide a detailed narrative of the Feasibility Study schedule that includes all assumptions made in developing the Feasibility Study schedule and include a potential impacts analysis should any of the assumptions potentially face legal or regulatory challenges. The impact analysis shall identify the proposed challenges, their durations, include proposed mitigating solutions and potential time impacts to the overall schedule. The Feasibility Study schedule shall be included as part of the PDP.

Deliverables:
1. The Consultant shall be responsible for providing a comprehensive Project Delivery Plan (PDP) that encompasses the analyses, findings, and recommendations from each of the aforementioned scope of work elements. This PDP shall be a chapter in the overall Feasibility Study final report.

TASK 9 – FEASIBILITY STUDY FINAL REPORT

Purpose
The intent of the Feasibility Study Final Report deliverable will be to have a final document that can technically support a CEQA/EIR process, function as the basis of design report, and provide a plan for development of WRD’s Regional Brackish Water Reclamation Program. This final report will be shared with all the Stakeholder Group and serve as the basis for eventual final project selection and implementation. It is anticipated WRD would pursue at least one project, if not more, to proceed into a CEQA/NEPA analysis with a/the Stakeholder/Stakeholder Group.
Scope
The Consultant shall organize the final deliverable in a manner that each section of the Feasibility Study document can be referenced and used as a technical study for the CEQA/EIR process or the basis of design for the full-scale project. As such, the Consultant shall be responsible for organizing each Feasibility Study section described herein as its own stand-alone chapter that provides the detailed narrative, analysis, calculations, exhibits, drawings, findings, and recommendations as specified in the section herein.

The Consultant shall provide a high level summary of each chapter that can be used at an executive review level to concisely communicate the major elements of each Feasibility Study chapter, outline the concerns, proposed solutions and recommendations. The high level executive summary shall not exceed 40 pages in length and shall contain only pertinent exhibits, maps, and tables that summarize the recommendations from each Feasibility Study chapter. The Consultant will be expected to provide a professionally organized report that includes a detailed and high-level narrative, figures, charts, tables, table of contents, appendices, references/citations, title pages, and other pertinent reporting attributes as typically expected in a final report. It is assumed the chapters which will compile the Final Report will be reviewed, commented on, edited and finalized throughout the Feasibility Study process making the final report a compilation of already approved chapters. The Final Report shall also include a Program level critical path method (CPM) Schedule in Microsoft Project to implement each of the five Potential Projects including the analysis from the aforementioned tasks. The schedule will be used by WRD and the Stakeholder group to implement the Potential Project(s).

Deliverables:
1. The Consultant shall be responsible for providing a final Feasibility Study report with individual chapters for each task that encompasses the analyses, findings, and recommendations from each of the aforementioned scope of work elements. This Feasibility Study final report shall serve as a stand along document and all analysis for each chapter shall be placed in an appendix;
2. The Consultant shall prepare a Program level CPM schedule to include Potential Project implementation to include all of the analysis performed in this Feasibility Study;
3. The Consultant shall provide ten (10) draft final copies of the report for WRD and Stakeholder review along with all electronic files;
4. The Consultant shall provide twenty (20) final copies of the report along with all electronic files.

TASK 10 – PROJECT MANAGEMENT AND GRANT ADMINISTRATION

Purpose
Provide project management and oversight for the Feasibility Study and Proposition 1 Grant accounting and reporting to the Department of Water Resources (DWR). This Feasibility Study has been partially funded by Proposition 1 grant funding through the Department of Water Resources and as such progress reports and invoices will need to be submitted on a semiannual basis.

Scope
The Consultant shall:
1. Develop a Baseline critical path method (CPM) Schedule in Microsoft Project format detailing all phases and milestones of the Project work. The Baseline Schedule shall include all logic ties and constraints required to accurately depict the sequence of Project activities. The Baseline Schedule shall be presented at the WRD Kick-off Meeting and updated on a bi-weekly basis through the duration of the project.
2. Coordinate the efforts of the Project Team and subconsultants; monitor the schedule and budget; and administer the contract with WRD.
3. Prepare monthly progress reports summarizing the work performed during the reporting period, work planned for the next reporting period, potential Project issues and the status of the Project schedule and budget;
4. Conduct monthly progress meetings with WRD and the Stakeholder group for the duration of the Project. The monthly progress report shall be distributed three (3) days in advance of the monthly progress meeting and shall be reviewed during the meeting. Develop meeting agendas, record meeting notes, develop and record action items, and issue meeting notices;
5. Submit invoices on a monthly basis with all supporting documentation in a format acceptable to WRD;
6. Adhere to WRD’s Administrative Code Chapter for all meals, travel, lodging, etc;
7. Provide semi-annual progress reports and invoices documenting activities scheduled, description of work completed, % completed and project issues to WRD for review and submission to DWR.

**Deliverables:**
1. A Potential Project schedule for review and approval by WRD
2. Reports and minutes as outlined under scope item 3
3. Prepare and submit quarterly progress reports and invoices to WRD for submission to DWR
4. Prepare and submit a Final Report and accounting summary to WRD for submission to DWR.
   It is assumed this deliverable item is the same as Deliverable 3 from Task 9 with minor modification to meet DWRs reporting requirements.

**TASK 11 – OPTIONAL TASKS AS PROPOSED BY CONSULTANT**

**Purpose**
WRD has taken a great deal of time to develop a thorough scope of work for this effort, however also understand some aspects benefiting WRD and the Stakeholders may not have been fully realized. This Task 11 allows each Consultant team to propose additional task items they deem important or crucial to this level of analysis. WRD and the Stakeholder Group will take these tasks into consideration and may or may not be awarded with the final contract proposal to the Board of Directors for award. Each optional task item may be selected “a-la-carte” or all may be selected. Consultants shall propose Tasks they feel will enhance the Feasibility Study and subsequent outcomes to move the Regional Program along.

**Scope**
To be determined and proposed by the Consultant.

**Deliverables:**
1. To be determined and proposed by the Consultant

**TASK CHAPTER DELIVERY SCHEDULE**
The Consultant shall deliver the draft Task chapters within the identified time frame as follows followed by the final Task chapters 30 days after. It is assumed WRD and the Stakeholder Group will review and provide comments on each chapter in a timely manner of two weeks. Consultant shall provide the final Task chapter two weeks later.
1. Conceptual System Design & Program Requirements (CSDPR) – 120 calendar days from Notice to Proceed
2. Power Supply Development (PSP) – 150 calendar days from Notice to Proceed
3. Project Entitlements (PEAP) – 150 calendar days from Notice to Proceed
4. Environmental Review Plan (ERP) – 150 calendar days from Notice to Proceed
5. Project Permitting Plan (PPP) – 180 calendar days from Notice to Proceed
6. Facility Operations & Maintenance Plan (OMP) – 210 calendar days from Notice to Proceed
7. Project Costs & Funding Plan (PFP) – 270 calendar days from Notice to Proceed
8. Project Delivery Plan (PDP) – 270 calendar days from Notice to Proceed
9. Feasibility Study Final Report – 300 calendar days from Notice to Proceed
10. Project Management and Grant Administration – Ongoing
11. Environmental Documentation – begins 365 days from Notice to Proceed

Please note that the Consultant will be responsible for jointly working with WRD and the Stakeholder Group in coordinating the approach and obtaining the deliverables from WRD and the Stakeholder Group in a timely manner.
Attachment B

WRD Standard Agreement for Professional Services
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 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 the following expenses. Provided, Consultant shall obtain the District’s prior written approval before incurring an expense for which Consultant intends to seek reimbursement in excess of $500.00.

3.2.1 **Miscellaneous Expenses.** Unless otherwise provided at Exhibit B, and subject to the provisions of Paragraph 3.2, the District shall reimburse Consultant for all out of pocket costs charged to Consultant by third parties although 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. 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 property 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 persons on behalf of the District: Ken Ortega, Jim McDavid, or Phuong Watson.

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 $1,000,000 and a general aggregate limit of no less than $1,000,000.

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 insured the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives. *[insert other names if services are being provided for such other persons]*.

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.

12.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) 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 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 better.

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 attorney’s 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:

<table>
<thead>
<tr>
<th>Water Replenishment District of Southern California</th>
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<tr>
<td>4040 Paramount Blvd.</td>
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<tr>
<td>Lakewood, CA 90712</td>
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<tr>
<td>Phone: (562) 921-5521</td>
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<td>Fax: (562) 921-6101</td>
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If to Consultant:

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

21. **Integration; Construction.** This Agreement 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. 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

<table>
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<tr>
<td>Willard H. Murray, Jr.</td>
<td>John D. S. Allen</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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<tr>
<td>Title</td>
<td>Title</td>
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[INSERT CONTRACTOR NAME]. ("CONTRACTOR")

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<td>Print Name</td>
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Approved As To Form
LEAL • TREJO APC

Leal • Trejo APC
Attorneys for the Water Replenishment District of Southern California
MEMORANDUM
ITEM NO. 4

DATE: FEBRUARY 14, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE INCREASED BUDGET APPROPRIATION FOR THE ROBERT W. GOLDSWORTHY DESALTER EXPANSION PROJECT

SUMMARY

On November 19, 2015, the WRD (District) Board of Directors awarded a construction contract in the amount of $11,521,000, with a 10% contingency of $1,152,000 (total budget amount of $12,673,000), to Shimmick Construction Company, Inc. (Shimmick) to expand the existing Robert W. Goldsworthy Desalter from a production capacity of 2.5 million gallons per day (mgd) facility to 5.0 mgd. Construction activities not only included expansion, startup, and testing of the plant, but also included upgrades to the Supervisory Control And Data Acquisition (SCADA) system, and equipping the two newly-installed production wells (e.g. City Yard Well and Delthorne Park Well). The Robert W. Goldsworthy Desalter Expansion Project (Project) commenced on December 17, 2015 and was substantially completed on December 22, 2017.

The District previously was awarded two grants to offset the cost of this Project. The two grants total $7,000,000 and are comprised of a $3,000,000 State Desalination grant and a $4,000,000 Integrated Regional Management Program (IRWMP) Round 3 grant.

Board-approved contingency funds for this Project were insufficient to fund change orders to Shimmick, so on July 20, 2017, the Board approved an increase in the amount of $847,000, bringing the total project budget to $13,520,000. These changed orders were related to procurement of new reverse osmosis elements, upgrades to the plant control system, replacement of old conduit, piping, valves, and other equipment, and to address project delays caused by development and implementation of WRD’s new SCADA standards.

A change order was recently executed to address project delays during plant commissioning, specifically related to raw water quality issues that resulted in membrane biofouling. This change order exceeded the total project by an amount of $50,800.

In addition, following substantial completion of the project, several construction-related items including a request by Shimmick for a compensable time extension were still under dispute. These items and the time extension totaled $370,244. After several weeks of negotiations with WRD, Shimmick agreed to split these costs in half with WRD, resulting in a final change order in the amount of $185,122 to Shimmick to address all disputed items and the final time extension.
In order to proceed with project closure, District staff is requesting a budget appropriation increase in the amount of $235,922 to fund the two final change orders referenced above. These change orders will bring the total project budget to a final amount of $13,755,922.

Shimmick is currently completing punchlist items and is expected to be completed before the end of February 2018. Once the construction contract is deemed complete and there are no outstanding changes or stop notices, District staff will seek Board approval for project closure in order to file the required Notice of Completion for the Goldsworthy Desalter Expansion Project with the Los Angeles County Clerk’s office and release all retention funds to Shimmick.

**FISCAL IMPACT**

The Project is partially funded by two grants that total $7,000,000. These grants include a $3,000,000 State Desalination grant and a $4,000,000 Integrated Regional Management Program (IRWMP) Round 3 grant. The remaining cost of the Project is financed by the 2015 bond issuance proceeds appropriated for the Robert W. Goldsworthy Desalter Expansion Project.

**STAFF RECOMMENDATION**

The Capital Improvement Projects (CIP) Committee recommends the Board of Directors increase the project budget for the Robert W. Goldsworthy Desalter Expansion Project, subject to approval as to form by District Counsel, for an amount not to exceed $235,922, for a total project budget of $13,755,922.
MEMORANDUM
ITEM NO. 5

DATE: FEBRUARY 14, 2018
TO: CAPITAL IMPROVEMENT COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: FIELD OPERATIONS AND STORAGE ANNEX FACILITY IMPROVEMENT PROJECT DESIGN ALTERNATIVES REVIEW

SUMMARY
In August 2016, the District purchased property, including existing building and parcel improvements located at 3919 Paramount Boulevard in Lakewood. This property will serve as the District’s future field operations and storage annex facility. However, before the building can be utilized, various modifications and tenant type improvements needed to be space planned, designed, and constructed. On April 27, 2017, the Board executed a contract with Gillis-Panichapan Architects to provide professional architectural and engineering design services which include the following tasks:

- Pre-Project Needs Assessment
- Conceptual & Schematic Design Development

Over the past few months, Gillis-Panichapan has conducted the needs assessment, provided a building evaluation and existing condition assessment report, developed conceptual/schematic designs and provided cost estimates for each option.

Gillis-Panichapan will present a summary of the existing condition and the conceptual design alternatives for the Field Operations & Storage Annex.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For discussion and possible action.
MEMORANDUM

ITEM NO. 6

DATE: FEBRUARY 14, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AUTHORIZE AMENDMENT TO PROFESSIONAL SERVICES CONTRACT TO ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) TO PROVIDE ENVIRONMENTAL MONITORING SERVICES FOR THE GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM ADVANCED WATER TREATMENT FACILITY (GRIP AWTF) PROJECT

SUMMARY

WRD is currently constructing an advanced water treatment facility (AWTF), referred to as the Groundwater Reliability Improvement Program Advanced Water Treatment Facility (GRIP AWTF) Project, on a 5.2-acre property located at 4320 San Gabriel River Parkway (site) in the City of Pico Rivera, California. Several environmental documents were prepared for this project, including an Environmental Impact Report (EIR) that was certified by the Board on June 18, 2015. The final EIR includes a Mitigation Monitoring and Reporting Program (MMRP) which is required by the California Environmental Quality Act (CEQA). The primary purpose of the MMRP is to ensure the mitigation measures identified in the final EIR are implemented during all phases of the project to reduce or avoid potential environmental impacts. In order to ensure environmental compliance, the District needs a designated environmental monitor that will track and document compliance with mitigation measures, note any problems that may result, and take appropriate action to remedy the identified problems.

The Board previously approved a contract to Environmental Science Associates (ESA) on July 21, 2016 in the amount of $334,324.00 for environmental services relating to the construction of the GRIP AWTF. This amount was based on satisfying compliance monitoring through the expected completion date of July 2018 for the mitigation measures outlined in the EIR. Since the initiation of construction in July 2018, additional work beyond the original scope has been performed by ESA due to the schedule overruns associated with drilling of the onsite recharge wells, noise monitoring of the surrounding site as a result of complaints from residences near the site, and upcoming construction of the street improvements along the western property boundary. In addition, a change order that was recently approved by the Board has extended the projection completion date to December 31, 2018. All these factors require that an amendment be made to the ESA contract for additional time and funds to perform the required work through the completion of the construction.
FISCAL IMPACT
Sufficient funds exist for the proposed work in the District’s Capital Improvement Program (CIP) for GRIP. (Project Number 033000)

STAFF RECOMMENDATION
The CIP Committee recommends:

1) The Board of Directors authorize an amendment to the professional services agreement with Environmental Science Associates, subject to approval as to form by District Counsel, for environmental monitoring services related to the construction of the GRIP AWTF in the amount of 180,000, plus a 10% contingency allowance of $18,000, for a total amendment amount of $198,000; and

2) The contract term be extended through March 31, 2019.
MEMORANDUM
ITEM NO. 7

DATE: FEBRUARY 14, 2018
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM’S ADVANCED WATER TREATMENT FACILITY (GRIP AWTF) DESIGN-BUILD PROJECT PROGRESS REPORT

SUMMARY
The GRIP AWTF project schedule includes numerous critical path milestones that must be managed and attained to meet the overall CY2018 project completion objective. Design and construction related activities commenced starting in July 2016. District staff will provide a regular verbal progress report to the CIP Committee.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For discussion and possible action.
DATE:  FEBRUARY 14, 2018
TO:  CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM:  ROBB WHITAKER, GENERAL MANAGER
SUBJECT:  GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) OUTREACH PROGRAMS UPDATE

SUMMARY
A GRIP Outreach Programs update will be provided at the meeting.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For discussion and possible action.
MEMORANDUM
ITEM NO. 9

DATE: FEBRUARY 14, 2018
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: DEPARTMENT REPORT

SUMMARY
Staff will report any significant department activities that are not agendized and require no action on the part of the Committee.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee receive and file the report.