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

1. DETERMINATION OF A QUORUM

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3

5. ADDITIONAL ITEMS TO THE AGENDA
   Determine the need to add items to the agenda. In order for the Board to add an item to the agenda it must make a determination that: (i) The item came to the attention of the Board after the posting of the agenda; (ii) That there is a need for immediate action to be taken by the Board. If these two tests are met, the Board may add the item in question to the agenda for consideration consistent with the provisions of the Brown Act.

6. CONSENT CALENDAR
   A. APPROVE MINUTES OF THE SPECIAL MEETING OF MAY 2, 2018
      Staff Recommendation: The Board of Directors approve the minutes as submitted.
   
   B. REQUEST TO ISSUE PURCHASE ORDER TO NGS FILMS AND GRAPHICS FOR SOLAR CONTROL TINTING OF THE MAIN ADMINISTRATION BUILDING
      Administrative Committee Recommendation: The Board of Directors authorize staff to issue a purchase order to NGS Films and Graphics, subject to approval as to form by District Counsel, for Solar Control Tinting of the Main Administration Building (4040 Paramount Boulevard) in an amount not to exceed $15,500.
C. NO COST TIME CONTRACT EXTENSION WITH AQUILOGIC INC. FOR AS-NEEDED PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES – GROUNDWATER QUALITY AND CONTAMINATION ISSUES

Groundwater Quality Committee Recommendation: The Board of Directors authorize the General Manager to approve a no cost time extension through June 30, 2019 with Aquilogic Inc. for as-needed professional environmental consulting services, subject to approval as to form by District counsel.

7. AUTHORIZE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR ARC OUTREACH SUPPORT WITH DAKOTA COMMUNICATIONS

External Affairs Committee Recommendation: The Board of Directors execute Amendment No. 2 with Dakota Communications, subject to approval as to form by District Counsel, for an additional amount not to exceed $250,000 and extend the term of the agreement to December 31, 2019.

8. AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR ARC OUTREACH ACTIVITIES AND MEDIA OUTREACH WITH CCE CONSULTING GROUP

External Affairs Committee Recommendation: The Board of Directors execute Amendment No. 2 with CCE Consulting Group, subject to approval as to form by District Counsel, for an additional amount not to exceed $100,000 and extend the term of the agreement to December 31, 2019.

9. CLASSIFICATION AND COMPENSATION STUDY

Administrative Committee Recommendation: The Board of Directors enter into an agreement with Segal Waters Consulting to provide a Class and Compensation Study, subject to approval as to form by District Counsel, for an amount of $40,000 plus 10% contingency allowance of $4,000 for a total budgeted amount not to exceed $44,000 with a contract term through December 2019.

10. CONTRACT AMENDMENT WITH WORLEYPARSONS FOR AS-NEEDED PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES – GROUNDWATER QUALITY AND CONTAMINATION ISSUES

Groundwater Quality Committee Recommendation: The Board of Directors approve a contract amendment with WorleyParsons for (1) a contract time extension through June 30, 2019 and (2) a budget increase in an amount not to exceed $70,000 that is reimbursable through Prop 1 grant funds, subject to approval as to form by District Counsel.

11. SAFE DRINKING WATER PROGRAM – LYNWOOD WELL 11 TREATMENT PROJECT – REJECT ALL BIDS

Groundwater Quality Committee Recommendation: The Board of Directors reject all bids received for the Lynwood Well 11 Treatment Project and authorize release of a new Request for Bids (RFB) for the Lynwood Well 11 Treatment Project.
12. **AWARD CONTRACT FOR PROFESSIONAL SERVICES FOR THE REGIONAL BRACKISH WATER RECLAMATION FEASIBILITY STUDY**  
*Capital Improvement Projects (CIP) Committee Recommendation:* The Board of Directors approve a professional services contract with CH2M Hill Engineers, Inc., subject to approval as to form by District Counsel, for $1,399,828 with a 10% contingency of $139,982, for a total not to exceed contract amount of $1,539,811.

13. **AUTHORIZE AMENDMENT NO.1 TO PROFESSIONAL SERVICES CONTRACT WITH ENVIRONMENTAL CONTROLS BUILDING SERVICES FOR ADDITIONAL JANITORIAL SERVICES**  
*Administrative Committee Recommendation:* The Board of Directors authorize Amendment No.1 to Professional Services Agreement No. 913, subject to approval as to form by District Counsel, with Environmental Controls Building Services for a not to exceed contract amount of $10,036.00, and the additional scope of work.

14. **APPROVE RENAMING OF EXTERNAL AFFAIRS DEPARTMENT, COMMITTEE & EMPLOYEE TITLES**  
*External Affairs Committee Recommendation:* The Board of Directors approve the name change of WRD’s External Affairs Department to Public Affairs Department as well as employee titles to Public Affairs Representative (Senior Public Affairs Representative, Manager of Public Affairs) and the committee to Public Affairs Committee.

15. **AUTHORIZE IN-SITU DATA LOGGER PURCHASE TO MONITOR ALAMITOS SEAWATER BARRIER FLOW REDUCTIONS**  
*Staff Recommendation:* The Board of Directors authorize the purchase of data logging equipment to monitor Alamitos Seawater Barrier flow reductions from In-Situ, Inc, for an amount not to exceed $60,000.

16. **DISTRICT COUNSEL’S REPORT**

17. **GENERAL MANAGER’S REPORT**

18. **AB 1234 COMPLIANCE REPORTS AND DIRECTORS’ REPORTS**

19. **WRD BOARD MEETING DATES**

A. Wednesday, June 20, 2018 – 11:00 a.m. – Regular Board of Directors Meeting

B. Wednesday, July 18, 2018 – 11:00 a.m. – Regular Board of Directors Meeting

C. Wednesday, August 15, 2018 – 11:00 a.m. – Regular Board of Directors Meeting

D. Wednesday, September 19, 2018 – 11:00 a.m. – Regular Board of Directors Meeting
20. CLOSED SESSION

A. Conference with Legal Counsel – Existing Litigation, pursuant to Government Code §54956.9
   Name of Case: Water Replenishment District v. Tesoro Refining
   LASC Case No. BC493914

B. Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9 (b), Two Matters

C. Conference with real property negotiator pursuant to Government Code §54956.8:
   Negotiator: WRD Assistant General Manager Ken Ortega
   Property: 8122-005-270; 8122-005-271

21. CLOSED SESSION REPORT

22. ADJOURNMENT

The Board will adjourn to a Special Board of Directors meeting, currently scheduled for June 20, 2018 at 11:00 a.m.

Agenda posted by Sherri Brown, Senior Administrative Specialist on May 12, 2018. In compliance with ADA requirements, this document can be made available in alternative formats upon request.

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 District office 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.
DATE: MAY 16, 2018

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE MINUTES OF THE SPECIAL MEETING OF MAY 2, 2018

MINUTES OF MAY 2, 2018
SPECIAL MEETING OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A special meeting of the Board of Directors of the Water Replenishment District of Southern California was held on May 2, 2018 at 11:19 A.M., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President John D. S. Allen called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

1. DETERMINATION OF A QUORUM
   President Allen declared that a quorum was present, which, in addition to himself, included Directors Sergio Calderon, Rob Katherman, and Albert Robles. Director Willard H. Murray, Jr. was excused.

2. PLEDGE OF ALLEGIANCE
   General Manager Maria Rachelle Garza of Sativa L.A. County Water District led the Pledge of Allegiance.

3. INVOCATION
   WRD Board Vice President Sergio Calderon gave the Invocation.

4. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3
   WRD AFSCME President Greg Osti requested to speak on Item 8.

5. ADDITIONAL ITEMS TO THE AGENDA
   None.
6. **CONSENT CALENDAR**
   
   **A. APPROVE MINUTES OF APRIL 3, 2018**
   *Staff Recommendation:* The Board of Directors approve the minutes as submitted.

   **B. APPROVE MINUTES OF APRIL 18, 2018**
   *Staff Recommendation:* The Board of Directors approve the minutes as submitted.

   **C. RESERVES, CASH AND INVESTMENT REPORT FOR THE PERIOD ENDING DECEMBER 31, 2017**
   *Finance/Audit Committee Recommendation:* The Board of Directors approve the Reserves, Cash and Investment Report.

   **D. DEMANDS – DECEMBER 2017**
   *Finance/Audit Committee Recommendation:* The Board of Directors receive and file the demands.

   **E. TRUST FUND REPORT FOR THE PERIOD ENDING DECEMBER 2017**
   *Finance/Audit Committee Recommendation:* The Board of Directors approve the monthly Trust Fund Report.

   **F. FINANCIAL STATEMENTS – DECEMBER 31, 2017**
   *Finance/Audit Committee Recommendation:* The Board of Directors approve the Financial Statements for December 2017.

   **G. APPROVE CALIFORNIA LEAGUE OF CITIES SPONSORSHIP**
   *External Affairs Committee Recommendation:* The Board of Directors approve a sponsorship participation with the California League of Cities’ Women’s Caucus for an amount not to exceed $7,500.

   Upon a motion duly made by Director Katherman, seconded by Director Robles, and unanimously approved with Director Murray absent, it was

   **RESOLVED:** That the Board approved the Consent Calendar of May 2, 2018 as submitted.

14. **CLOSED SESSION – 11:23 A.M.**
   
   This Item was taken out of order. Item C will not be discussed.

   **A. Conference with Legal Counsel – Existing Litigation, pursuant to Government Code §54956.9**
   Name of Case: *Water Replenishment District v. Tesoro Refining*
   LASC Case No. BC493914

   **B. Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9 (b), Two Matters**

   **C. Conference with real property negotiator pursuant to Government Code §54956.8:**
   *Negotiator:* WRD Assistant General Manager Ken Ortega
   *Property:* 8122-005-270; 8122-005-271

   Page 2 of 5
15. CLOSED SESSION REPORT
This Item was taken out of order.

The Board reconvened in Open Session at 11:50 A.M. Interim District Counsel H. Francisco Leal reported that for items A and B, status briefing was provided by counsel and staff, with no formal action taken by the Board. Item C was not discussed.

7. AUTHORIZE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR MEDIA TRAINING AND OUTREACH SUPPORT WITH MILAGRO STRATEGY GROUP

Upon a motion duly made by Director Katherman, seconded by Director Robles, and unanimously approved with Director Murray absent, it was

RESOLVED: That the Board of Directors approved Amendment No. 2, subject to approval as to form by District Counsel, with Milagro Strategy Group for an additional contract amount not to exceed $20,000 and expiring on December 31, 2019.

8. AWARD CONTRACT FOR CLASSIFICATION AND COMPENSATION STUDY

Mr. Osti approached the podium to address the Board of Directors. He stated that he had become aware of differences in the deliverables in the scope of work for Segal Waters Consulting from the document that had been reviewed and approved by the Administrative Committee on April 25th. He said the Administrative Committee at that time had approved the Union could observe negotiations, yet he had not been included in any discussions or negotiations held regarding the scope since that date, and had not been made aware of changes that were made to the scope now presented for consideration by the Board.

The Board President asked if Mr. Osti would like to have the item set aside. Mr. Osti replied that would be his preference.

Upon a motion duly made by Director Katherman, seconded by Director Calderon, and unanimously approved with Director Murray absent, it was

RESOLVED: That the Board of Directors approved continuing the Award of Contract for Classification and Compensation Study agenda item to the regularly scheduled Board meeting of May 16th.

9. SATIVA LA COUNTY WATER DISTRICT INFRASTRUCTURE UPDATE

General Manager of L.A. Sativa Water District Maria Rachelle Garza addressed the Board members. She provided an update of the recent water quality and discoloration incidents Sativa is experiencing, and that a system improvement plan is in place. Discussion followed.
WRD General Manager Robb Whitaker stated that WRD has offered assistance with wellhead treatment to the Sativa Water District, and that Sativa continues to be willing to work together with WRD on the grant to design the treatment system. Ms. Garza reported that she plans to request a special meeting of their Board to address the wellhead treatment plan. Discussion followed.

No action was taken on this item.

10. AUTHORIZATION TO EXECUTE FACILITY MODIFICATION AGREEMENT NO. MOA2017007285 BY AND BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR CONSTRUCTION, INGRESS, AND EGRESS FOR THE GROUNDWATER RELIABILITY IMPROVEMENT PROJECT DIVERSION STRUCTURE

Director Robles reported that this item had bypassed the Capital Improvement Projects (CIP) Committee, but had been previously discussed multiple times as the subject of other agenda items. He stated that at this time there is an urgent need to have this request brought to the Board for consideration without a formal recommendation from the CIP Committee. Discussion followed.

Upon a motion duly made by Director Robles, seconded by Director Katherman, and unanimously approved with Director Murray absent, it was

RESOLVED: That the Board of Directors authorized the General Manager to execute Facility Modification Agreement No. MOA2017007285, subject to approval as to form by District Counsel, with Los Angeles County Flood Control District (LACFCD) to issue temporary construction authorization for construction of the GRIP diversion structure and eventually establish a permanent easement for WRD for future access and maintenance of the diversion structure.

11. DISTRICT COUNSEL’S REPORT

None.

12. AB 1234 COMPLIANCE REPORTS AND DIRECTORS’ REPORTS

All Board members’ reports will be submitted in writing.

13. WRD BOARD MEETING DATES

A. Wednesday, May 16, 2018 – 11:00 a.m. – Regular Board of Directors Meeting
B. Wednesday, June 20, 2018 – 11:00 a.m. – Regular Board of Directors Meeting
C. Wednesday, July 18, 2018 – 11:00 a.m. – Regular Board of Directors Meeting
D. Wednesday, August 15, 2018 – 11:00 a.m. – Regular Board of Directors Meeting
16. **ADJOURNMENT**  
There being no further business to come before the Board, a motion was duly made to adjourn at 12:08 P.M.

____________________________  
Chair  

ATTEST:  

____________________________  
Member  

Approved in minutes of:

____________________________
MEMORANDUM
ITEM NO. 6.B

DATE: MAY 16, 2018
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: REQUEST TO ISSUE PURCHASE ORDER TO NGS FILMS AND GRAPHICS FOR SOLAR CONTROL TINTING OF THE MAIN ADMINISTRATION BUILDING

SUMMARY
This item requests the Administrative Committee recommend the Board of Directors issue a purchase order to NGS Films and Graphics for Solar Control Tinting of the Main Administration Building (4040 Paramount Boulevard) in a mount not to exceed $15,500.

BACKGROUND
The Water Replenishment District of Southern California Headquarters building has not had any window repairs since its' opening. The tinting treatments of the windows have been peeling and need to be updated to keep the building cool. The tinting will also help keep the Men's Locker Room at room temperature.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tint Man Rich</td>
<td>$14,241.05</td>
</tr>
<tr>
<td>NGS Films And Graphics</td>
<td>$14,753.63</td>
</tr>
<tr>
<td>The Tint Pros INC,</td>
<td>$20,866.00</td>
</tr>
</tbody>
</table>

Staff is recommending issuing a purchase order to NGS Films and Graphics. Tint Man Rich had a lower quote, however, they are unable to install solar control tinting which is required to keep the temperature down in the locker room area.

FISCAL IMPACT
The total cost is proposed at $14,753.63 which will be paid from account number 5681(Materials and Equipment). An additional $746.37 is being requested to cover any contingencies.

ADMINISTRATIVE COMMITTEE RECOMMENDATION
The Board of Directors authorize staff to issue a purchase order to NGS Films and Graphics, subject to approval as to form by District Counsel, for Solar Control Tinting of the Main Administration Building (4040 Paramount Boulevard) in an amount not to exceed $15,500.
Company Name: TINT MAN RICH
Sales Rep: RICHARD
Date: 1-25-18

Job Site Contact: TODD
Phone #: 323-359-3633

Customer Information

Customer Name: Todd Anderson
Customer Email: landerson@wrdd.org
Customer Phone: 562-275-4238
Customer Fax: 562-921-5521

Job Name: WRD
Job Site Address: 4040 Paramount Blvd.
City, State, Zip Code: Lakewood CA 90712

Customer Information:

NATURAL 10 : 18 panels: 459.08 sq.
Sky 10: 86 panels: 2,329.13 sq.
Remove Old Film 17 panels upstairs westside
No charge for remove old film downstairs
495.72 sq
$300.
Totals: 2,788.21sq x $5.00
$13,941.05 +300= $14,241.05

INSTALLER: RICHARD
DATE: 1/25/18
TIME: 8:00 AM

<table>
<thead>
<tr>
<th>Location</th>
<th>Install Surface</th>
<th>Film Type</th>
<th># Panels</th>
<th>Width</th>
<th>Height</th>
<th>Sq. Ft.</th>
<th>Total Sq. Ft.</th>
<th>Price per sq. ft</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NATURAL 10</td>
<td>11</td>
<td>58</td>
<td>70</td>
<td>310.13</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>SKY 10</td>
<td>68</td>
<td>58</td>
<td>70</td>
<td>1983.33</td>
<td></td>
<td></td>
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<td></td>
<td>SKY 10</td>
<td>22</td>
<td></td>
<td></td>
<td>345.80</td>
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<td>NATURAL 10</td>
<td>8</td>
<td></td>
<td></td>
<td>148.95</td>
<td></td>
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SUB TOTAL: 108
2329

TOTAL: 14,241.05

NATURAL 10 : 18 panels: 459.08 sq. Sky 10: 86 panels: 2,329.13 sq. Remove Old Film 17 panels upstairs westside No charge for remove old film downstairs 495.72 sq $300.
Totals: 2,788.21sq x $5.00 = $13,941.05 +300= Totals $14,241.05 Commercial Limited Warranty 5 years!
Thanks ! RICHARD HERNANDEZ : Cell 323-359-3633

APPROVAL: TODD ANDERSON
DATE: 25-Jan
TIME: 8:00 AM
Bill To
Todd Anderson
WRD of Southern California
4040 Paramount Blvd.
Lakewood CA 90712

Ship To
Todd Anderson
WRD of Southern California
4040 Paramount Blvd.
Lakewood CA 90712

Terms
Net 30

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar Control Film</td>
<td>Material: Furnish Solar Card Trueview 5 for approximately 92 panels</td>
<td>1</td>
<td>7,545.00</td>
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<tr>
<td>Standard White Frost</td>
<td>Standard White Frost: Furnish for mens locker room approximately 16 panels</td>
<td>1</td>
<td>1,125.00</td>
</tr>
<tr>
<td>Installation Services (Labor)</td>
<td>Labor: Install on approximately 108 panels</td>
<td>1</td>
<td>3,650.00</td>
</tr>
<tr>
<td>Removal of existing material</td>
<td>Labor: Film removal on approximately 45 panels</td>
<td>1</td>
<td>1,275.00</td>
</tr>
<tr>
<td>003 Shipping.</td>
<td>Additional costs</td>
<td>1</td>
<td>400.00</td>
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</tbody>
</table>

Subtotal: 13,995.00
TAX: 758.63
Total: $14,753.63

ACCEPTED BY:
Signature: ____________________________________________
Printed Name: ____________________________________________
Date: ____________________________________________

Please contact Craig Schmidt for any questions concerning this quote: Craig@filmsandgraphics.com
Direct: 404-805-1008

-This proposal covers the furnish & installation of film per spec and scope as defined above. This proposal includes all taxes, and fees.

Terms:
1) This price does NOT include attachment system of any kind unless stated in notes above
2) NGS does not recommend or warranty black out film on glass surfaces with direct sunlight
3) Pricing does not include extended or after hours labor fees unless stated
4) This proposal is ONLY valid for projects having at LEAST 5 days lead time from receipt of PO or contract. Anything less incurs expedited shipping & labor fees
5) NGS price does not include removal of existing film on glass unless indicated. Removal fees will apply
6) Credit Cards may be accepted for payment with a 4% processing fee
Date: October 30, 2017

Bill To: Water Replishment District
Attention: Todd Anderson
Address: 4040 Paramount Blvd., Lakewood, CA 90712
Phone: 562-921-5521
Email: toddanderson@tmt.org

Job Name: Dual Faces
Onsite Contact: Todd Anderson
Job Site: 4040 Paramount Blvd., Lakewood, CA 90712
Phone: 562-921-5521
Payment: SET 0

<table>
<thead>
<tr>
<th>Option</th>
<th>Description of Services</th>
<th>Film</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>South Face, North Face, West Face, East Face</td>
<td>Medium Dual Reflective</td>
<td>$20,000.00</td>
</tr>
<tr>
<td></td>
<td>Remove existing window film as needed</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply and install selected window film to specified glass</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Film based on close match to existing</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TERMS & CONDITIONS**

Access: A 4’ minimum clearance/access area is required for proper installation, per our & the International Window Film Association standards. This require the ability to stand directly in front of the glass on the installation side, & step backward a full 4 feet. This height needs to be clear for the entire height and width of the work area.

Removal: The requested service is a removal process, a type of scraping and/or cleaning to remove professionally adhered window film from sensitive glass surfaces. There are risks commonly associated with this process. The Tint Pros will not be held liable for scratches or imperfections in the glass due to the nature of this service. The Tint Pros is a professional business; the requested service will be performed to the highest standards possible.

Deposit: Deposit, Signature of approval, a 50% (minimum) deposit, and/or a signed purchase order are mandatory to proceed with any order. All deposits are non-refundable.

Order Cancellation: Window coverings are a custom order. Coverings are ordered specific to job size and client selection; they cannot be re-used. Orders canceled after estimate approved, will all require payment for pre-ordered materials, preparation labor and/or Vat. Materials are often pre-cut and cannot be restocked or re-used. Additional steps, materials or other add-ons, will be estimated as a separate Change Order. By signing this document you agree to these terms. Please verify all information before signing.

Estimate Life: Estimate is valid for 30 days.

---

**The Tint Pros Inc.**

Subtotal: $20,000.00
Tax: N/C
Total Amount: $20,000.00

All pricing is based on cash or check discount. Please make checks payable to The Tint Pros, Inc
Payment is due in full on completion.

Please contact kwong@tintpros.com for pre-authorization for credit card payments for new accounts.

Signature: 
Date: 

Thank you for considering The Tint Pros in your search for the best window film company.
MEMORANDUM
ITEM NO. 6.C

DATE: MAY 16, 2018
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: NO COST TIME CONTRACT EXTENSION WITH AQUILOGIC INC. FOR AS-NEEDED PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES – GROUNDWATER QUALITY AND CONTAMINATION ISSUES

SUMMARY
WRD has a very active and successful Groundwater Contamination Prevention Program. A key component of the program requires staff to track investigation and remediation progress at just over four dozen high-priority contaminated sites considered to be a significant risk to drinking water supply aquifers within the Central Basin and West Coast Basin (CBWCB). The amount of time required to review sites can be extensive and is periodically supported by an existing “As-Needed Professional Environmental Consulting Services” contract with Aquilogic Inc. (Aquilogic) dated March 5, 2015.

Aquilogic has been providing professional environmental consulting services via the contract for the past three years and has provided valuable support services to the District. They performed exceptionally well during the contract period and staff would like to retain their services for another year to provide technical support reviewing high priority sites and assisting with the site ranking evaluation initiated in 2017. Aquilogic staff are familiar with the existing high priority sites and would provide valuable insight when reviewing sites in collaboration with WRD.

Staff would also like to use the remaining budget to help staff with agency required documents for our perchlorate “hot spot” remediation grant funded through Proposition 1. Therefore, Staff would like to extend the contact another year to June 30, 2019.

FISCAL IMPACT
None. The amendment is for an extension of the contract term to June 30, 2019.

GROUNDWATER QUALITY COMMITTEE RECOMMENDATION
The Board of Directors authorize the General Manager to approve a no cost time extension through June 30, 2019 with Aquilogic Inc. for as-needed professional environmental consulting services, subject to approval as to form by District counsel.

Attachment: DRAFT Amendment No.2 to Agreement No. 798 with Aquilogic
AMENDMENT NO.2 TO CONTRACT NO. 798
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
AQUILOGIC, INC.

This Amendment No.2 to Contract No. 798, is made and entered into this 16th day of May, 2018 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Aquilogic, Inc., (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On March 5, 2015, Contract No. 798 (the “Agreement”), was executed between the District and Consultant for environmental consulting services; and

B. WHEREAS, on July 20, 2017 the District and Consultant entered into Amendment No.1 to the Agreement in order to extend the term; and

C. WHEREAS, the District and Consultant now desire to enter into Amendment No.2 to the Agreement in order to extend the term to June 30, 2019, as set forth below.

II. AMENDMENT

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

1. Term of the Agreement: The term of the Agreement shall be extended to June 30, 2019 (the “Expiration Date”).

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

AQUILOGIC, INC., ("CONSULTANT")


WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA


Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT “A”
PROFESSIONAL SERVICES AGREEMENT
Aquilologic, Inc.

This Professional Services Agreement (the “Agreement”) is made and entered into this 5th day of March, 2015, by and between the Water Replenishment District of Southern California (“District”) and Aquilogic, Inc., (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

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

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

2. **Term.** The term of this Agreement shall commence on March 5, 2015 and shall end on June 30, 2017 (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 **Transportation, Meals and Lodging.** Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District’s Administrative Code applicable to reimbursement of such expenses when incurred by District employees. A copy of said provisions are attached to this Agreement as Exhibit C.

3.2.2 **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 may report to and receive instructions from the following persons on behalf of the District: Ted Johnson, Everett Ferguson, and/or Phuong Ly.

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.

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 policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or 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. **Conflicts 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:

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

If to Consultant:

**Anthony Brown**  
**Aquilologic, Inc.**  
**245 Fischer Avenue, Suite D-2**  
**Costa Mesa, CA 92626**  
**Phone: (714) 770-8040**  
**Fax: (714) 613-1464**

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

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**

[Signature]

Robb Whitaker  
*Print Name*

General Manager  
*Title*

**Aquilogic, Inc., \("CONTRACTOR\)***

[Signature]

Anthony Brown  
*Print Name*

CEO & Principal Hydrologist  
*Title*

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

[Signature]

H. Francisco Leal  
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

Consultant shall provide as-needed environmental consulting services, as described below:

- Evaluation of groundwater contaminated sites in the Central Basin, West Coast Basin, and vicinity;
- Evaluation of remediation technologies;
- Review of regulatory agency documents;
- Preparation of work plans and other technical documents for site investigation;
- Strategic planning on the District's Groundwater Contamination Prevention Program; and
- Perform groundwater contamination analysis, modeling, sampling of wells and at contaminated sites, oversight of well construction projects, and other related services.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement and based on the 2015 Schedule of Fees provided in the Consultant’s Statement of Qualifications, which was submitted to the District on January 16, 2015 and summarized as Item 4.0 below.

2.0 A budgetary amount of $150,000 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

3.0 As-needed environmental consulting services shall be conducted by the Consultant on a time and materials basis, unless otherwise requested and approved by the District. A detailed cost estimate or quote shall be issued by the Consultant to the District prior to commencement of any services or projects requested by the District. Notwithstanding any other provision of this Agreement, the District shall not be obligated to award the project to the Consultant. The Consultant can only proceed with performing services upon written approval from the District.

4.0 Schedule of Fees

4.1 Technical Services: Technical Services performed by Consultant personnel for hours actually spent on project activity, including office, field and travel time, will be charged as specified in the table below (in U.S. Dollars). The project team listed below were identified and assigned by the Consultant to the District. Mr. Anthony Brown was identified as the Principal-In-Charge and will oversee the Agreement and ensure that the District’s needs are fully met. Mr. Brandon Eisen was designated as the Project Manager and will be responsible for managing specific project assignments awarded by the District from their inception to timely completion. Any changes to the project team must be pre-approved by the District.

<table>
<thead>
<tr>
<th>PROJECT TEAM</th>
<th>RATE PER HOUR</th>
<th>NAME AND TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$270</td>
<td>Anthony Brown (Principal Hydrologist), Robert Stollar (Principal Hydrogeologist)</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$180</td>
<td>Brandon Eisen (Senior Hydrogeologist)</td>
</tr>
<tr>
<td>Senior Technical</td>
<td>$180</td>
<td>Robert Abrams (Senior Hydrogeologist), Lyn Love (Senior Geologist), Taly Williams (Senior Engineer)</td>
</tr>
<tr>
<td>PROJECT TEAM</td>
<td>RATE PER HOUR</td>
<td>NAME AND TITLE</td>
</tr>
<tr>
<td>------------------------</td>
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<td>-------------------------------------------------------------------------------</td>
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<tr>
<td>Project Technical</td>
<td>$130</td>
<td>Norman Colby (Project Hydrogeologist), Christian Zarn (Project Geologist),</td>
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<tr>
<td></td>
<td></td>
<td>Stacey King (Project Engineer)</td>
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<tr>
<td>Staff Technical</td>
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<td>James Plett (Staff Hydrogeologist)</td>
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<tr>
<td>Senior Designer</td>
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<td>Melody Kneale (Geomatics Manager)</td>
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<tr>
<td>Design Draftsperson</td>
<td>$85</td>
<td>Mike Wotrich (GIS Analyst)</td>
</tr>
<tr>
<td>Administrative Manager</td>
<td>$100</td>
<td>Dina Martino (Project Analyst)</td>
</tr>
<tr>
<td>Project Accountant</td>
<td>$85</td>
<td>Rashmi Shah (Project Accountant)</td>
</tr>
</tbody>
</table>

**Other Personnel*** | Rate per Hour
---|-----------------|
Corporate Executive   | $350
Senior Manager       | $200
Project Assistant    | $70
Field Services Manager | $100
Field Technician     | $65
Laborer              | $40
Intern               | $60

*Includes all engineers, scientists and all other project professionals

Unless otherwise agreed to in writing, time will be billed in half hour increments.

All overtime (hourly or non-exempt support staff) will be billed at 1.25 times the above rates. Night, weekend or holiday work requested by the client (all staff) will be billed at 1.25 times the above rates. Specialist services (e.g. consulting boards, advisory panels or similar specialist consultation, declarations, deposition and trial preparation) will be billed at 1.5 times the above rates (with a four-hour minimum). Deposition and trial testimony will be billed at 2 times the above rates (with an eight hour minimum).

4.2 **Subsistence and Expenses:** Living and travel expenses incurred by Consultant personnel associated with a project will be charged at cost plus twelve percent (12%). A fixed per diem can be negotiated for specific projects. All airline travel exceeding five hours airport gate to gate (on the most direct route) will be in business class. Reimbursement for travel, meals, and lodging must not conflict with Exhibit C; if there are any conflicts, then Exhibit C will take precedent.

4.3 **Materials, Subcontracts, and Equipment Rental:** Direct material, equipment, outside services, and other expenses contracted or incurred by the Consultant on behalf of a project will be charged at cost plus twelve percent (12%). These disbursements include, but are not limited to: Field Equipment (e.g. field vehicles, etc.); subcontractor Services (e.g. laboratory analyses, etc.); materials and supplies (e.g. Sampling supplies, etc.); and other expenses (e.g. work permits, bonds, etc.). Postage, non-overnight shipping, telephone (office and cellular), office computing, facsimile, photocopying (excluding color), and miscellaneous office supplies will be billed as an administrative fee of four percent (4%) of project personnel billings.
EXHIBIT C
REIMBURSEMENT FOR TRAVEL, MEALS AND LODGING

1. EXPENSES

13.1 Allowable And Unallowable Expenses

In the conduct of District business, employees and Directors shall incur expenses, subject to budgeted funds being available, adequate supporting documentation, and required approvals, according to the following:

13.1.1 General Guideline

1. Expenses outlined in this Administrative Code and Procurement Policies and Procedures;

2. Expenses that further the District’s mission concerning replenishment and quality of water in the Central and West Coast Groundwater Basins, including but not limited to, expenses directly incurred in connection with a program or capital project of the District, activities that facilitate relations or working arrangements with other government or private sector personnel that are important to the District’s mission, activities that enhance awareness and education of the District’s functions, and activities that promote the attraction and retention of high quality employees of the District.

13.1.2. Specifically Unallowable Expenses

1. Gifts,

2. Entertainment,

3. Alcoholic beverages,

4. Goods and services for personal use,

5. Fines and penalties incurred by an employee,

6. Memberships in social organizations, dining clubs, or country clubs,

7. Advance payments for goods or services, except as generally required,

8. Moving expenses, unless pre-approved as part of a written employment contract with a new employee,

9. Travel related expenses incurred by or on behalf of a spouse or companion,

10. Certain travel costs (e.g., first-class airfare, hotel suites, luxury vehicle rental),
11. Repetitive seminars or educational courses on the same topic or issue and repetitive courses that provide training on a specific subject to a particular class of persons (e.g., training for persons new to the areas of water or special districts). Employees and Board Members shall not obligate the District and shall not receive reimbursement for any of the unallowable expenses listed above.

13.2 **REIMBURSABLE EXPENSES**

13.2.1 **Application of Policy**

This Policy applies to all Board Members, management, staff, legal counsel, and any other authorized parties who may submit claims for reimbursement of amounts expensed on the District’s behalf.

13.2.2 **General Principles**

The following general principles apply to the District’s reimbursement of amounts expended on the District’s behalf:

1. All expenses shall be reasonable and necessary.

2. The most economical mode and class of transportation consistent with scheduling requirements shall be utilized. In the event a more expensive mode or class of transportation is utilized, the reimbursable amount shall be limited to the cost of the most economical mode or class of transportation available, not to exceed the cost of coach airfare.

3. Expenditure for food and lodging shall be moderate and reasonable.

4. All reimbursements must be approved pursuant to the provisions of this Code.

5. **Approval Process for Reimbursable Expenses**

6. Claims shall be submitted on forms supplied by the District. Such forms shall include a description of the expense, names (if appropriate), date incurred, and a description of the business purpose of the expense.

13.2.3 **Directors’ Expenses: Finance Committee Approval**

At its regularly scheduled monthly meeting, the District’s Finance Committee shall approve or reject all requests and claims for reimbursement by members of the Board of Directors. The Finance Committee shall meet once per month to consider such claims and requests as are submitted. Receipts must support claims and requests as submitted to the Finance Committee or other documentation the
Finance Committee deems acceptable. For each expense less than $25, submission of documentation the Finance Committee deems acceptable shall be sufficient for purposes of this section. At the discretion of a Director, supporting receipts for each expense less than $25 may be submitted with the documentation. If a claim or request is submitted to the Finance Committee with documentation the Committee deems inadequate, or without documentation, that claim or request shall be rejected. A claim or request initially rejected can later be submitted for approval if it is supported by adequate documentation at such later time.

Requests for reimbursement must be submitted within 90 days of the date the expense was incurred. Specifically excluded from this time limit are expenses incurred for medical, dental, eye care, or other expenses that require processing by an insurance or benefit provider, or an expense where backup documentation was delayed beyond the control of the Director. Any reimbursement for a non-excluded expense submitted after 90 days must be approved by the Board of Directors.

13.2.4 Staff Expenses: General Manager Approval

The General Manager or the Chief Financial Officer, acting as an agent of the General Manager, shall approve or reject all requests and claims for reimbursement by staff and shall report such approval/rejection to the Finance Committee at its monthly meeting. Receipts must support claims and requests as submitted to the General Manager or Chief Financial Officer or other documentation the General Manager or Chief Financial Officer deems acceptable. For each travel related expense less than $25, submission of documentation the General Manager or Chief Financial Officer deems acceptable shall be sufficient for purposes of this section. At the discretion of staff, supporting receipts for each travel related expense less than $25 may be submitted with the documentation. If a claim or request is submitted to the General Manager or Chief Financial Officer with documentation he deems inadequate, or without documentation, that claim or request shall be rejected. A claim or request initially rejected can later be submitted for approval if it is supported by adequate documentation at such later time.

Requests for reimbursement must be submitted within 90 days of the date the expense was incurred. Specifically excluded from this time limit are expenses incurred for medical, dental, eye care, or other expenses that require processing by an insurance or benefit provider, or an expense where backup documentation was delayed beyond the control of the employee. Any reimbursement for a non-excluded
expense submitted after 90 days must be approved by the Board of Directors.

13.2.5 Travel Expenses

The Board of Directors should pre-approve requests for out of state travel. The Board may retroactively approve out of state travel based on difficult or unexpected circumstances.

The District’s policy concerning reimbursement for travel expenses varies depending whether the destination is within or outside the “local area” and whether an individual receives or elects to receive a vehicle allowance. For purposes of this Policy, “local area” includes all of Los Angeles and Orange Counties, and those portions of Riverside and San Bernardino Counties located south of the San Gabriel Mountains and/or west of the San Bernardino Mountains.

Directors who do not elect to receive a monthly vehicle allowance pursuant to Section 7.1 of this Code and all employees who do not receive a monthly vehicle allowance may be reimbursed for travel within the “local area”. Reimbursement shall be for actual mileage at the current maximum allowance per mile rate established by the Internal Revenue Service for authorized use of privately-owned vehicles in the conduct of District Business.

Directors who do not elect to receive a monthly vehicle allowance pursuant to Section 7.1 of this Code and all employees who do not receive a monthly vehicle allowance may be reimbursed for travel outside the “local area,” including travel by personal automobile instead of by air travel. Reimbursement shall be limited to expenses not exceeding 14-day advance purchase round trip standard coach airfare, plus ground transportation.

Actual expenses for ground transportation to and from airports and while attending to District business shall also be reimbursed. Ground transportation shall include taxi, bus fare or standard automobile rental. No reimbursement shall be provided for charges incurred due to the inclusion of personal loss insurance coverage i.e., loss damage waiver, supplemental liability, personal effects, uninsured or underinsured motorist) in a car rental agreement.

13.2.6 Lodging

For the purpose of lodging, "local area" means a 40-mile radius from either one’s residence or the District office, whichever is further.
Within the discretion of the Board President, a Director may stay overnight at a site less than a 40-mile radius from the residence or the District office. If the Director desiring to stay overnight at such a site is the Board President, that Director shall obtain approval from the Board Treasurer. Otherwise, no requests for lodging or reimbursement claims for expenses incurred within the "local area" shall be approved by the Finance Committee.

Expenses will be allowed for adequate and reasonably priced lodging when necessary for the conduct of District business. When lodging is required in conjunction with a conference or similar function, whenever possible, lodging shall be at the conference location at the reduced rate provided by the conference, if applicable. In all cases, reasonable attempts shall be made to obtain reduced rates for lodging (i.e., government rates for domestic lodging as published by the U.S. General Services Administration.)

Unless otherwise authorized by the Finance Committee, no reimbursement will be approved for lodging for greater than one night before or for any nights after an event outside of the "local area."

13.2.7 **Meal Reimbursements**

"Local area" in this section has the same definition as in the Overnight Accommodations policy above.

1. When a Board member or other District employee is outside of the local area on District business for an entire day, the Board Member or employee may receive one hundred dollars ($100.00) per day for meals, including gratuities, as follows:
   - Breakfast: $20.00
   - Lunch: $35.00
   - Dinner: $45.00

2. When a Board member or other District employee is outside of the local area on District business for portions of a day, the Board member or employee shall receive compensation for those meals that occur during the portion of the day that the individual is outside the local area.

3. Authorized personnel and Directors may, in lieu of per diem reimbursement, receive reimbursement for actual meal costs, including tips, if such costs are less than the per diem amount.

4. The meal compensation discussed in Subsection (1) above, shall only be received for meals on the day immediately before the beginning of the event which the Board member or employee is
attending, the days when the event is occurring and the day immediately following the conclusion of that event. Further, where meal costs are included in airfare or in the event registration fees, the compensation received shall be reduced by the amounts indicated above.

5. The per diem amounts discussed above are provided for the Board Member or other employee's meals while out of the local area on business. Whether or not expenditure occurs within the local area, the Board member or other employee is entitled to reimbursement for meals purchased for other persons, if such meals are in furtherance of District business and the Finance Committee subsequently approves the request for reimbursement. Any such expenditures for additional meals shall be reasonable and necessary and must further the business interest of the District.

6. In calculating the amount to be reimbursed to the Board member or employee, the Finance Committee shall reduce each meal's total by that meal's per diem rate.

13.3 Special Provisions

Where a Board Member or other person is entitled to receive reimbursement for expenses from another employer or entity, the sum of total reimbursement from both the District and the other employer or entity shall not exceed actual expenses incurred.

All exempt District personnel attending a conference or other event outside of the District's service area shall receive no additional salary for travel during a non-scheduled workday.
D. REQUEST FOR QUALIFICATION (RFQ) FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM MASTER PLAN PROJECT

Ad Hoc GRIP Committee Recommendation: Authorize the issuance of a Request for Qualifications for the procurement of a consultant to prepare a Supervisory Control and Data Acquisition (SCADA) System Master Plan Project.

E. REQUEST FOR PROPOSALS FOR WATER QUALITY LABORATORY SERVICES

Groundwater Quality Committee Recommendation: Authorize the issuance of Request for Proposals for water quality laboratory analytical services.

F. AWARD OF CONTRACTS FOR AS-NEEDED PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES – GROUNDWATER QUALITY AND CONTAMINATION ISSUES

Groundwater Quality Committee Recommendation: Authorize the General Manager to execute separate Professional Services Agreements with WorleyParsons and Aquilogic, subject to approval of form by District Counsel, for as-needed professional environmental consulting services related to groundwater quality and groundwater contamination issues for a cost not to exceed $150,000 each, and a contract termination date of June 30, 2017.

G. CONTRACT AMENDMENT WITH KENNEDY COMMUNICATIONS FOR THE SAFE DRINKING WATER DISADVANTAGED COMMUNITIES OUTREACH PILOT PROGRAM

Groundwater Quality Committee Recommendation: Authorize the General Manager to execute a contract amendment with Kennedy Communications for professional services, for an additional amount not to exceed $20,000 through December 31, 2015, subject to approval of form by District Counsel.

H. WRD BRANDING

External Affairs Committee Recommendation: Authorize the placement and use of the rebranded logos for WRD, WIN and GRIP.

6. RECEIVE AND FILE ENGINEERING SURVEY AND REPORT; ADOPT RESOLUTION NO. 15-1002

Water Resources Committee Recommendation: Receive and file the Engineering Survey and Report and adopt Resolution No. 15-1002.

7. NOTICE OF COMPLETION FOR THE VANDER LANS FACILITY EXPANSION

Groundwater Quality Committee Recommendation: Authorize the Assistant General Manager/Chief Engineer to file for a Notice of Completion for the Project with the Los Angeles County Clerk's office.
MEMORANDUM
ITEM NO. 7

DATE: MAY 16, 2018
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR ARC OUTREACH SUPPORT WITH DAKOTA COMMUNICATIONS

SUMMARY
Dakota Communications (Dakota) supports the District with a broad array of communication and education services related to the Albert Robles Center (ARC). The ARC construction and commissioned activities will continue over the course of the next year, including, but not limited to, construction activities in the public right of way, community updates, the naming of the facility and the grand opening. Continued outreach to inform the public of ARC’s progress and branding will cultivate and build upon the trusting working relationships with District stakeholders, which will contribute to a successful completion of the overall ARC effort and subsequent outreach events at the facility.

The timeline and schedule for ARC construction has extended beyond initially anticipated. In an effort to maintain continued public outreach and education about the project throughout neighborhoods and communities surrounding the site, the District is seeking to extend the period of the contract and provide an additional budget amount for the increased scope of work.

WRD entered into a professional services agreement with Dakota Communications on June 30, 2015 ending June 30, 2018 for an amount not to exceed $350,000.

WRD entered into Amendment No. 1 on March 2, 2017 for an additional amount of $350,000 and contract expiring on Dec. 31, 2018.

Staff recommends an additional contract amount not to exceed $250,000 and expiring on December 31, 2019

FISCAL IMPACT
Sufficient funds exist in the adopted Five-Year Capital Improvement Program budget to cover this proposed contract amendment.

CAPITAL IMPROVEMENT PROJECTS (CIP) RECOMMENDATION
The Board of Directors execute Amendment No. 2 with Dakota Communications, subject to approval as to form by District Counsel, for an additional amount not to exceed $250,000 and extend the term of the agreement to December 31, 2019.

ATTACHMENTS
(1) DRAFT Amendment No. 2 with Dakota Communications
AMENDMENT NO. 2 TO CONTRACT NO. 832
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
DAKOTA COMMUNICATIONS

This Amendment No.2 to Contract No. 832, is made and entered into this 16\textsuperscript{th} day of May, 2018 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Dakota Communications, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On July 16, 2015, a certain agreement, hereinafter referred to as Contract No. 832 (“Agreement”), was executed between the District and Consultant for the Consultant to assist the District in its public outreach efforts related to the Groundwater Reliability Improvement Project (GRIP); and

B. WHEREAS, on March 2, 2017 the District and Consultant entered into Amendment No.1 in order to extend the term of the Agreement and increase the budgetary amount; and

C. WHEREAS, the District and Consultant now desire to enter into Amendment No.2 in order to increase the budgetary amount and to extend the term of the Agreement, as set forth below, for the continuation of GRIP public outreach efforts throughout the neighborhood and communities surrounding the GRIP site due to the GRIP construction project schedule being extended beyond the originally planned timeline schedule.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit “A”, and Amendment No.1 to the Agreement, a copy of which is attached hereto as Exhibit “B”, are incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided.

1. Fee: The existing budgetary amount shall be increased by an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00).

2. Term of the Agreement: The term of the Agreement shall be extended to June 30, 2019 (the “Expiration Date”).
3. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No.2, all other provision of the Agreement as amended to date shall remain in full force and effect between the Parties.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Agreement to be executed as of the Effective Date.

DAKOTA COMMUNICATIONS, ("CONSULTANT")

________________________________________
Signature

________________________________________
Print Name

________________________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

________________________________________
Signature
John D.S. Allen

________________________________________
Print Name
President, Board of Directors

________________________________________
Signature
Willard H. Murray, Jr.

________________________________________
Print Name
Secretary, Board of Directors

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
This Professional Services Agreement (the “Agreement”) is made and entered into this 16 day of July, 2015, by and between the Water Replenishment District of Southern California (“District”) and Dakota Communications (“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 June 30, 2015 and shall end on June 30, 2018 (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 Transportation, Meals and Lodging. Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District’s Administrative Code applicable to reimbursement of such expenses when incurred by District employees.

3.2.2 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 person on behalf of the District: Robb Whitaker, General Manager.

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.

Rick Taylor – Partner, Lead Consultant

Kerman Maddox – Managing Partner
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:

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

If to Consultant:

Rick Taylor
11845 W. Olympic Blvd., Suite 645
Los Angeles, CA 90403
Phone: 310-815-8444
Fax: 310-815-8414

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

[Signatures]
Sergio Calderon
President, Board of Directors
Title

[Signatures]
Rob Katherman
Secretary, Board of Directors
Title

DAKOTA COMMUNICATIONS ("CONTRACTOR")

[Signature]
Print Name
RICK TAYLOR
Title

Approved As To Form
LEAL, TREJO APC

[Signature]
H. Francisco Leal
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

1.0 SCOPE

This statement of work defines the effort for the Groundwater Reliability Improvement Project (GRIP) Lead Consulting Firm, Dakota Communications.

2.0 OVERVIEW

Thank you for the opportunity to present a scope of work for the GRIP project. We have enjoyed working together on this project over the last two years.

Dakota Communications shall lead the GRIP consulting team to provide a variety of public relations consulting services. These services will include but are not limited to: community outreach, stakeholder outreach, public affairs consultation, collateral development, strategic planning, media relations, and event planning and implementation. On this project, Dakota Communications will work closely with WRD Board Members and Staff and the consulting team to achieve GRIP objectives throughout the District.

3.0 DESCRIPTION OF SERVICES

3.1 COMMUNITY AND STAKEHOLDER OUTREACH

- Community Outreach – Dakota Communications shall direct the consulting team and work closely with WRD staff in community outreach efforts to garner support for GRIP.
- Stakeholder Outreach — Dakota Communications shall assist in the direct communications and meeting coordination for key stakeholders. Key stakeholders include but are not limited to: environmental organizations, health groups and officials, the religious community, neighborhood groups and leaders, and labor organizations, etc.
- Elected Official Outreach — Dakota Communications shall work closely with WRD Board Members and staff to communicate and arrange meetings with key Elected Officials to educate and earn their support on GRIP.

3.2 COLLATERAL DEVELOPMENT

- Dakota Communications shall oversee the following tasks for the development of collateral materials (postcards, flyers, newsletters, and brochures) that relate to the GRIP project.
  - Graphic Design and Artwork.
  - Assist in Messaging, Copy and Text – (English/Spanish).
- Print and Mail of all collateral materials.
- Develop Design Guideline Book
3.3 CONSULTATION WITH GRIP COMMITTEE, BOARD OF DIRECTORS, EXTERNAL AFFAIRS COMMITTEE

- GRIP Committee Meetings – Dakota Communications shall update the GRIP committee on an ongoing basis.
- Board of Directors – Dakota Communications shall attend WRD Board Meetings and advise on developments with the GRIP project and the AWT site in Pico Rivera.
  - Public Affairs— Dakota Communications shall provide public affairs consultation and strategic counsel regarding the GRIP project to WRD board members in coordination with WRD Staff.
  - Crisis Management – Dakota Communications shall assist in the mitigation of public affairs issues that pertain to the GRIP project.
- External Affairs – Dakota Communications shall work closely with WRD External Affairs to achieve community and stakeholder outreach objectives for GRIP District wide.
- Key Public Meetings – Dakota Communications shall assist in coordinating the community outreach and planning for key public meetings and hearings throughout the district on the GRIP project.

3.4 MEDIA RELATIONS

- Press Releases – Dakota Communications shall work closely with the earned media consultant to oversee press releases for GRIP milestones.
- Op-Ed Development and Placement – Dakota Communications shall work closely with the earned media consultant to help direct strategic placement of Op-Ed’s pertaining to GRIP in major local newspapers.
- Website – Dakota Communications shall oversee the design and content of the GRIP website.
- Social Media – Dakota Communications shall design a social media program in coordination with WRD staff.

3.5 EVENT PLANNING AND IMPLEMENTATION

- Event Outreach – Dakota Communications shall assist in the community outreach, planning, and implementation of events that pertain to GRIP and the AWT site.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement per the schedule of labor classification and hourly rate as follows:

<table>
<thead>
<tr>
<th>PROJECT TEAM</th>
<th>HOURLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARTNER</td>
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</tr>
<tr>
<td>PROJECT MANAGER</td>
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</tr>
<tr>
<td>GRAPHIC DESIGN</td>
<td>$110.00</td>
</tr>
<tr>
<td>PROJECT ASSISTANT</td>
<td>$85.00</td>
</tr>
</tbody>
</table>

2.0 A budgetary amount not to exceed $350,000 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
AMENDMENT NO. 1 TO CONTRACT NO. 832
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
DAKOTA COMMUNICATIONS

This Amendment No. 1 to Contract No. 832 ("Agreement"), is made and entered into this Second day of March, 2017 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and Dakota Communications, (hereinafter "Consultant"). The District and Consultant are collectively referred to herein as the "Parties".

I. RECITALS

A. On July 16, 2015, the Agreement was executed between the District and Consultant; and

B. District and Consultant now desire to enter into this Amendment No. 1 in order to extend the Term of Agreement and increase the budget as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Contract No. 832 as amended to date, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as hereinafter provided.

1. **Term of Agreement:** The Term of the Agreement shall be extended to December 31, 2018 (the "Expiration Date").

2. **Consultant Rate Schedule:** The budgetary amount shall be increased by an amount not to exceed Three Hundred Fifty Thousand dollars ($350,000.00).

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.
DAKOTA COMMUNICATIONS, ("CONSULTANT")

Signature

Print Name  RICK TAYLOR

Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature

Robb Whitaker

Print Name
General Manager

Title

Approved As To Form
LEAL, TRIBIO APC

Attorneys for the Water Replenishment District of Southern California
Resolution Number 17-1051.

10. **AUTHORIZATION TO EXECUTE AN AGREEMENT WITH AKD CONSULTING FOR A REVIEW OF THE ALTERNATIVE PROJECT DELIVERY PROCESS FOR THE GROUNDWATER RELIABILITY IMPROVEMENT PROJECT (GRIP)**  
    *Capital Improvement Projects Committee Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors authorize the General Manager to enter into a Professional Services Agreement, subject to approval as to form by District Counsel, with AKD Consulting for the Review of the Alternative Project Delivery Review Process for the Groundwater Reliability Improvement Project (GRIP) for an amount not to exceed $167,070, plus a 10% contingency for unforeseen conditions, for a total cost not to exceed $184,000 (rounded) and with a contract term that ends on December 31, 2018.

11. **AUTHORIZE AWARD OF CONTRACT TO R DEPENDABLE CONSTRUCTION INC., FOR THE PHASE II – WRD ADMINISTRATION BUILDING OFFICE RENOVATIONS PROJECT**  
    *Capital Improvement Projects Committee Recommendation:* The Capital Improvement Projects Committee reviewed this item subsequent to the posting of the March 2, 2017 Board agenda. Therefore, the Committee will present its recommendation for consideration of the Board of Directors.

12. **AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO AGREEMENT WITH DAKOTA COMMUNICATIONS FOR ENHANCED MEDIA COMMUNICATION AND EDUCATION SUPPORT SERVICES RELATING TO THE GROUNDWATER RELIABILITY IMPROVEMENT PROJECT (GRIP)**  
    *Capital Improvement Projects Committee Recommendation:* The Capital Improvement Projects Committee reviewed this item subsequent to the posting of the March 2, 2017 Board agenda. Therefore, the Committee will present its recommendation for consideration of the Board of Directors.

13. **DISTRICT COUNSEL’S REPORT**

14. **AB 1234 COMPLIANCE REPORTS AND DIRECTORS’ REPORTS**

15. **WRD BOARD MEETING DATES**  
   A. March 11, 2017 – 12:00 p.m. – Special Board of Directors Workshop  
   B. March 16, 2017 – 2:00 p.m. – Regular Board of Directors Meeting  
   C. April 6, 2017 – 2:00 p.m. – Regular Board of Directors Meeting  
   D. April 20, 2017 – 2:00 p.m. – Regular Board of Directors Meeting

16. **CLOSED SESSION**  
   A. Conference with Legal Counsel – Existing Litigation, pursuant to Government Code §54956.9
This Professional Services Agreement (the “Agreement”) is made and entered into this 16 day of July, 2015, by and between the Water Replenishment District of Southern California (“District”) and Dakota Communications (“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 June 30, 2015 and shall end on June 30, 2018 (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 Transportation, Meals and Lodging. Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District’s Administrative Code applicable to reimbursement of such expenses when incurred by District employees.

3.2.2 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 person on behalf of the District: Robb Whitaker, General Manager.

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.

Rick Taylor – Partner, Lead Consultant

Kerman Maddox – Managing Partner
Erika Morales – Project Manager
Nicole Clark – Director, Community & Government Relations
Susan Haag – Strategic Communications Manager
Jeff Taylor – Senior Graphic Design Artist
Billy Parent – Assistant, Community & Government Relations

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 policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or 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:

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

If to Consultant:

Rick Taylor
11845 W. Olympic Blvd. Suite 645
Los Angeles, CA 90403
Phone: 310-815-8444
Fax: 310-815-8414

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

[Signed]

Sergio Calderon
Print Name: Sergio Calderon
President, Board of Directors
Title

[Signed]

Rob Katherman
Print Name: Rob Katherman
Secretary, Board of Directors
Title

DAKOTA COMMUNICATIONS ("CONTRACTOR")

[Signed]

Print Name: Rick Taylor
Title: PA Manager

Approved As To Form
LEAL, TREJO APC

H. Francisco Leal
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A

SCOPe OF WORK

1.0 SCOPE

This statement of work defines the effort for the Groundwater Reliability Improvement Project (GRIP) Lead Consulting Firm, Dakota Communications.

2.0 OVERVIEW

Thank you for the opportunity to present a scope of work for the GRIP project. We have enjoyed working together on this project over the last two years.

Dakota Communications shall lead the GRIP consulting team to provide a variety of public relations consulting services. These services will include but are not limited to: community outreach, stakeholder outreach, public affairs consultation, collateral development, strategic planning, media relations, and event planning and implementation. On this project, Dakota Communications will work closely with WRD Board Members and Staff and the consulting team to achieve GRIP objectives throughout the District.

3.0 DESCRIPTION OF SERVICES

3.1 COMMUNITY AND STAKEHOLDER OUTREACH

- Community Outreach — Dakota Communications shall direct the consulting team and work closely with WRD staff in community outreach efforts to garner support for GRIP.
- Stakeholder Outreach — Dakota Communications shall assist in the direct communications and meeting coordination for key stakeholders. Key stakeholders include but are not limited to: environmental organizations, health groups and officials, the religious community, neighborhood groups and leaders, and labor organizations, etc.
- Elected Official Outreach — Dakota Communications shall work closely with WRD Board Members and staff to communicate and arrange meetings with key Elected Officials to educate and earn their support on GRIP.

3.2 COLLABORAL DEVELOPMENT

- Dakota Communications shall oversee the following tasks for the development of collateral materials (postcards, flyers, newsletters, and brochures) that relate to the GRIP project.
  - Graphic Design and Artwork.
  - Assist in Messaging, Copy and Text — (English/Spanish).
- Print and Mail of all collateral materials.
- Develop Design Guideline Book
3.3 CONSULTATION WITH GRIP COMMITTEE, BOARD OF DIRECTORS, EXTERNAL AFFAIRS COMMITTEE

- GRIP Committee Meetings – Dakota Communications shall update the GRIP committee on an ongoing basis.
- Board of Directors – Dakota Communications shall attend WRD Board Meetings and advise on developments with the GRIP project and the AWT site in Pico Rivera.
  - Public Affairs—Dakota Communications shall provide public affairs consultation and strategic counsel regarding the GRIP project to WRD board members in coordination with WRD Staff.
  - Crisis Management – Dakota Communications shall assist in the mitigation of public affairs issues that pertain to the GRIP project.
- External Affairs – Dakota Communications shall work closely with WRD External Affairs to achieve community and stakeholder outreach objectives for GRIP District wide.
- Key Public Meetings – Dakota Communications shall assist in coordinating the community outreach and planning for key public meetings and hearings throughout the district on the GRIP project.

3.4 MEDIA RELATIONS

- Press Releases – Dakota Communications shall work closely with the earned media consultant to oversee press releases for GRIP milestones.
- Op-Ed Development and Placement – Dakota Communications shall work closely with the earned media consultant to help direct strategic placement of Op-Ed’s pertaining to GRIP in major local newspapers.
- Website – Dakota Communications shall oversee the design and content of the GRIP website.
- Social Media – Dakota Communications shall design a social media program in coordination with WRD staff.

3.5 EVENT PLANNING AND IMPLEMENTATION

- Event Outreach – Dakota Communications shall assist in the community outreach, planning, and implementation of events that pertain to GRIP and the AWT site.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement per the schedule of labor classification and hourly rate as follows:

<table>
<thead>
<tr>
<th>PROJECT TEAM</th>
<th>HOURLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARTNER</td>
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</tr>
<tr>
<td>PROJECT MANAGER</td>
<td>$155.00</td>
</tr>
<tr>
<td>GRAPHIC DESIGN</td>
<td>$110.00</td>
</tr>
<tr>
<td>PROJECT ASSISTANT</td>
<td>$85.00</td>
</tr>
</tbody>
</table>

2.0 A budgetary amount not to exceed $350,000 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
DATE: MAY 16, 2018
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR ARC OUTREACH ACTIVITIES AND MEDIA OUTREACH WITH CCE CONSULTING GROUP

SUMMARY
The CCE Consulting Group has assisted WRD and Dakota Communications in its outreach efforts with the Albert Robles Center (ARC) as part of the public advocacy and awareness campaign to educate and gain support from various stakeholders of the District’s ARC outreach initiatives. These efforts include conducting community outreach activities, identifying stakeholders within WRD’s service area, Spanish Media Outreach, and 24-hour hotline response.

The timeline and schedule for ARC construction has extended beyond initially anticipated. In an effort to maintain continued public outreach and education about the project throughout neighborhoods and communities surrounding the site, the District is seeking to extend the period of the contract and provide an additional budget amount for the increased scope of work.

WRD entered into a professional services agreement on July 16, 2015 for an amount not to exceed $150,000 and a contract expiring on June 30, 2018.

Additional ARC outreach is needed to inform the public of ARC’s progress and branding. These outreach efforts will build upon the trusting working relationships with District stakeholders. Staff recommends an additional contract amount not to exceed $100,000 and expiring on December 31, 2019.

FISCAL IMPACT
Sufficient funds exist in the adopted Five-Year Capital Improvement Program budget to cover this proposed contract amendment.

CAPITAL IMPROVEMENTS PROJECTS (CIP) COMMITTEE RECOMMENDATION
The Board of Directors execute Amendment No. 2 with CCE Consulting Group, subject to approval as to form by District Counsel, for an additional amount not to exceed $100,000 and extend the term of the agreement to December 31, 2019.

ATTACHMENTS
(1) DRAFT Amendment No. 1 with CCE Consulting Group
AMENDMENT NO.1 TO CONTRACT NO. 835
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
CCE CONSULTING GROUP

This Amendment No.1 to Contract No. 835, is made and entered into this 16th day of May, 2018 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and CCE Consulting Group, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On July 16, 2015, a certain agreement, hereinafter referred to as Contract No. 835 (“Agreement”), was executed between the District and Consultant for the Consultant to assist the District in its public outreach efforts related to the Groundwater Reliability Improvement Project (GRIP); and

B. WHEREAS, District and Consultant desire to enter into Amendment No.1 in order to increase the budgetary amount and extend the term of the Agreement, as set forth below, for the continuation of GRIP public outreach efforts throughout the neighborhood and communities surrounding the GRIP site due to the GRIP construction project schedule being extended beyond the originally planned timeline schedule.

II. AMENDMENT

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

1. Fee: The existing budgetary amount shall be increased by an amount not to exceed One Hundred Thousand Dollars ($100,000.00).

2. Term of Agreement: The term of the Agreement shall be extended to June 30, 2019 (the “Expiration Date”).

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

CCE CONSULTING GROUP, ("CONSULTANT")

Signature

Print Name

Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature

John D.S. Allen

Print Name

President, Board of Directors

Title

Signature

Willard H. Murray, Jr.

Print Name

Secretary, Board of Directors

Title

Approved As To Form

LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT “A”
PROFESSIONAL SERVICES AGREEMENT
CCE Consulting Group

This Professional Services Agreement (the "Agreement") is made and entered into this 16 day of July, 2015, by and between the Water Replenishment District of Southern California ("District") and CCE Consulting Group ("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 July 16, 2015 and shall end on June 30, 2018 (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.

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      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 **Transportation, Meals and Lodging.** Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District’s Administrative Code applicable to reimbursement of such expenses when incurred by District employees.

3.2.2 **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 person on behalf of the District: Robb Whitaker, General Manager.

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 if they 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.

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 policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or 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:**

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

   **If to Consultant:**

   Erick Verduzco-Vega  
   CCE Consulting Group  
   P.O. Box 16376  
   Long Beach, CA 90250  
   Phone: 949-439-7287  
   Fax: 310-676-2568

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**

Signature
Sergio Calderon
Print Name
President, Board of Directors
Title

Signature
Rob Katherman
Print Name
Secretary, Board of Directors
Title

**CCE CONSULTING GROUP ("CONTRACTOR")**

Signature
Erich Berdugo-Vega
Print Name
Managing Member
Title

Approved As To Form
LEAL, TREJO APC

H. Francisco Leal
Attorneys for the Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

Working with Dakota Communications, CCE Consulting Group will provide the following community outreach services as part of the public advocacy and awareness campaign to educate and gain support from various stakeholders of the agency’s GRIP outreach initiatives:

1.0 Stakeholder Outreach:
Working closely with Dakota Communications, CCE Consulting Group will identify and reach out to key stakeholders within the WRD service area. These stakeholders include but are not limited to: government officials, community leaders, school districts, private industries, religious leaders, labor organizations, environmental groups, chambers of commerce, community-based organizations, service organizations, neighborhood councils, and homeowners associations.

CCE Consulting Group will identify these stakeholders and assist in coordinating, conducting, and implementing direct outreach activities to educate stakeholders of GRIP initiatives. Working with Dakota Communications, CCE Consulting Group will setup meetings with key stakeholders and help identify, develop, and implement various outreach methods to best reach out to all stakeholders within WRD’s service area.

CCE will collect and document all outreach activities and provide Dakota Communications with monthly activity reports as needed or as instructed. CCE will continue to identify key stakeholder categories to conduct community engagement activities for the duration of the project, and will remain flexible and conduct community outreach activities as it becomes appropriate and as instructed by Dakota Communications and WRD.

2.0 Spanish Speaking Media Outreach:
Under the supervision and direction of Dakota Communications and John Schwada, the Strategic Media Director working with Dakota Communications on this project, CCE will implement a strategic Spanish speaking media outreach program to reach out to the diverse Spanish-speaking constituents across the WRD service areas.

CCE will coordinate and serve as a liaison with Spanish media for interview and coverage opportunities. Working closely with the team, CCE will reach out to Spanish language media with messages to target key demographics in the Spanish language market. Messages will be developed by working closely with Dakota Communications and the Strategic Media Director to ensure that the overall messaging is consistent with the GRIP outreach program.

CCE will also seek earned media opportunities with Spanish language media outlets to complement the strategic outreach efforts of the program. Working closely with Dakota
Communications, CCE will seek earned media opportunities in print with op-ed pieces, and through local radio and television programs that emphasize public affairs and local issues.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement per the schedule of labor classification and hourly rate as follows:

<table>
<thead>
<tr>
<th>PROJECT TEAM</th>
<th>HOURLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Partner</td>
<td>$150</td>
</tr>
<tr>
<td>Partner</td>
<td>$150</td>
</tr>
</tbody>
</table>

2.0 A budgetary amount not to exceed $150,000 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
DATE: MAY 16, 2018

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: CLASSIFICATION AND COMPENSATION STUDY

BACKGROUND

In response to ongoing discussion between the Board, Management and Union about District employee compensation, the Administrative Committee directed staff to develop and circulate a Request for Qualifications (RFQ) for a consultant to conduct a Class and Compensation Study at its October 2017 Committee Meeting. The RFQ was released on November 20, 2017 and circulated from November 21, 2017 to December 21, 2017. A total of four response were received:

- Koff and Associates
- NFP, Madison Dearborn Partners
- Reward Strategy Group
- Segal Waters Consulting

An evaluation committee, comprised of Union and Management employees was developed to evaluate the proposals. The committee met over several weeks to ensure the selected consultant would be responsive to both Union and Management objectives. The top proposals were also circulated to Bargaining Union Members by the Union Executive Board. Proposals were ranked using the District’s standard evaluation process and Segal Waters Consulting (Segal) was determined to be most qualified and the Administrative Committee authorized staff to negotiate a scope, fee and schedule with Segal.

In addition, the consultant shall perform a classification and compensation study affecting approximately 40 employees covered by 13 classification types, and that 30 employees are represented by The American Federation of State, County and Municipal Employees as follows:

1. Consultant shall conduct a comprehensive salary and benefits survey to compare current compensation and benefits practice to the labor market
2. Consultant shall define the District’s current compensation market position, overall, and by position, by comparing the District’s current pay ranges to the applicable labor market
3. Consultant shall provide an analysis of internal salary relationships and make recommendations for necessary adjustments.
4. Consultant shall meet with the Board, Union and Management at various project delivery milestones.
5. Consultant shall be prepared to discuss and defend all challenges to the survey.
6. Consultant shall assist in the development of an implementation strategy that includes providing assistance with preparing the necessary Board correspondence.
7. Consultant shall present the final compensation and benefit report to the Board of Directors.

Both the Union and Management acknowledge the potential for additional analysis after the initial scope (as defined above) is completed. Segal has proposed optional task items that can be considered by the Board at a future date.

**FISCAL IMPACT**

The total fee for this project is $40,000 and was included in the adopted FY 2017/2018 budget.

**ADMINISTRATIVE COMMITTEE RECOMMENDATION**

The Board of Directors enter into an agreement with Segal Waters Consulting to provide a Class and Compensation Study, subject to approval as to form by District Counsel, for an amount of $40,000 plus 10% contingency allowance of $4,000 for a total budgeted amount not to exceed $44,000 with a contract term through December 2019.

Attachment: Segal Waters Consulting Contract and Scope
This Professional Services Agreement (the “Agreement”) is made and entered into this 16th day of May, 2018, by and between the Water Replenishment District of Southern California (“District”) and SÉGAL WATER CONSULTING (“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 (Tasks 1 through 6) 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 May 16, 2018 and shall end on June 29, 2019 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in 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 fee attached to this Agreement as Exhibit A which may not be changed except with District’s written approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1 **Required Policies.**

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

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

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

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

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

12.2 **Required Terms.**

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

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

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

12.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except Professional Liability shall include waivers of subrogation in favor of the District and its insurers.
12.2.5 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Consultant:

Patrick Bracken, Segal Waters Company
1800 M Street NW, 9th Floor
Washington, DC 20036
Phone: 202-833-6452
Fax: 202-330-5694
Email: pbracken@segalco.com

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

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

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

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

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
Robb Whitaker
Print Name
General Manager
Title

SEGAL WATER CONSULTING, ("CONSULTANT")

Signature
Print Name
Title

Approved As To Form
LEAL, TREJO LLP

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

Consultant to perform a classification and compensation study affecting approximately 40 employees covered by 13 classification types, and that 30 employees are represented by The American Federation of State, County and Municipal Employees.

Specifically, the scope of work for this study will require, but not necessarily be limited to the following:

1. Consultant shall conduct a comprehensive salary and benefits survey to compare current compensation and benefits practice to the labor market
2. Consultant shall define the District’s current compensation market position, overall, and by position, by comparing the District’s current pay ranges to the applicable labor market
3. Consultant shall provide an analysis of internal salary relationships and make recommendations for necessary adjustments
4. Consultant shall meet with the Board, Union and Management at various project delivery milestones for the following:
   - Development and finalization of the list of agencies that will be used in the study
   - Development and finalization of the list of comparable job descriptions from those agencies to be compared
   - Discussion on salary comparison
   - Discussion of narrative for report
5. Consultant shall be prepared to discuss and defend all challenges to the survey
6. Consultant shall assist in the development of an implementation strategy that includes providing assistance with preparing the necessary Board correspondence
7. Consultant shall present the final compensation and benefit report to the Board of Directors

Consultants work plan is broken down into the following five (5) base tasks:

   Task 1.0 - Project Initiation
   Task 2.0 - Classification Analysis
   Task 3.0 - Total Compensation Market Assessment
   Task 4.0 - Recommendations Development
   Task 5.0 - Present Results

The following task descriptions provide a more detailed summary of the project scope of work:

**TASK 1.0 – PROJECT INITIATION**

Subtask 1.1 – Initial Meeting: Consultant shall coordinate and conduct meetings with the District’s Project Team, Union Representatives, and any other key advisors to the project. The purpose of the meeting(s) is to:
• Confirm the goals and objectives of the study
• Discuss the District’s current compensation and classification structures, as well as the reasons for this project
• Finalize the timeline and specific dates for deliverables
• Clarify Consultant’s and the District’s roles in each project phase
• Establish parameters and protocols for keeping the Project Team updated and informed
• Identify data or information needed to support the overall assignment

This meeting will help identify a clear project strategy that will facilitate a smooth and effective working relationship resulting in a successful outcome for the District.

District to coordinate the schedules of those who will participate, as well as provide a meeting room. In addition, the District shall provide the following information in electronic format:

• Salary structures
• Current personnel policy documents
• Current organization charts
• Collective bargaining agreements
• Up-to-date job descriptions in Microsoft Word
• Current and accurate employee census data

**TASK 2.0 – CLASSIFICATION ANALYSIS**

Consultant shall perform the following four (4) steps in order to review the District’s existing classification structure:

1. Develop a Job Description Questionnaire
2. Analyze the Jobs
3. Develop and Document a Recommended Classification Structure
4. Recommend Individual Position Assignments to Classifications

Each of these subtasks is described in detail as follows:

**Subtask 2.1 – Develop Job Description Questionnaire:** Consultant shall develop a customized questionnaire reflecting the needs of the District and the direction of the Project Team. The information elicited from employees and supervisors in the Job Description Questionnaire (JDQ) will provide the basis for job series distinctions and internal equity determinations.

The JDQ will include questions concerning the following:

• **Essential duties and responsibilities**
• The **knowledge, skills, and abilities** associated with each essential duty or responsibility.
• **Supervisory** or work leadership duties.
• **Minimum requirements** for new employees in the job, such as education, experience, and certifications/licenses.
• **Physical requirements** of the job (including frequency of specific physical activities and amount of lifting/moving).
• **Working environment**, including exposure to risks, hazardous situations, etc.
• **Supervisor’s review**, which would include comments regarding the employee’s answers, as well as opinions regarding the appropriateness of the current title, comparison to other jobs within a job series, and similar issues.

Consultant shall use the information collected through the Job Description Questionnaires to develop its recommended changes to the classification structure, as well as to define the differences among jobs for internal equity alignment.

**Subtask 2.2 – Job Analysis:** Consultant shall perform a detailed analysis of the District’s jobs following the completion of Subtask 2.1. Consultant shall review each JDQ within a job title and series and document distinguishing characteristics that define a particular job title within the job family. Such characteristics typically include the following:

• Typical tasks or duties
• Supervisory responsibilities
• Minimum education, experience, and certification requirements
• Ability to make decisions that affect a work group, department, and/or District
• Level of discretion and judgment exercised
• Complexity of tasks, decisions, and actions
• Results of actions
• Other distinguishing characteristics that are relevant to the District

**Subtask 2.3 – Develop and Document a Recommended Classification Structure:** Consultant shall develop and document a recommended job classification structure for the District. This structure will contain at least the following:

• List of job titles, with titling guidelines (that is, standards for using terms such as “Coordinator,” “Manager,” or “Director” in job titles).
• Recommended minimum qualifications and requirements associated with each job title (such as education, experience, certifications, and licensing).
• Distinguishing characteristics among jobs within a job family or career path. For example, the key differences between a Secretary and an Administrative Assistant.

In developing a new classification structure, Consultant may recommend re-titling or re-classifying some of the District’s jobs. Examples include, but may not be necessarily limited to, consolidation of class titles that have highly similar responsibilities and requirements, development of new class titles for positions that reflect new or different roles, responsibilities, or requirements, and/or re-wording of class titles, based on standard occupational nomenclature or for clarity.

Consultant shall ultimately recommend a classification architecture that clearly defines and documents all classifications in order to facilitate both internal equity and external market comparisons.

**Subtask 2.4 – Recommend Individual Position Assignments to Classifications:** Consultant shall recommend placement of each employee within the structure recommended in Subtask 2.3, and based on
information collected from the JDQs. Consultant shall identify the most appropriate match between a position’s individual responsibilities and the job responsibilities described in the classification architecture.

The outcome will be a spreadsheet (based on payroll information provided by the District’s Human Resources staff) that identifies each position, the incumbent employee, his/her current classification title, and our recommended classification assignment.

To facilitate the successful completion of the aforementioned Subtasks 2.1 through 2.4, the District shall assist Consultant by completing the following support roles:

<table>
<thead>
<tr>
<th>Subtask</th>
<th>Support Roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Develop JDQ</td>
<td>• Review drafts and approve final JDQ</td>
</tr>
<tr>
<td></td>
<td>• Collect JDQs from managers and department directors</td>
</tr>
<tr>
<td></td>
<td>• Sort JDQs by job title and send to Consultant</td>
</tr>
<tr>
<td>2. Analyze the Jobs</td>
<td>• Provide employee census data and information on the current job title structure in electronic format</td>
</tr>
<tr>
<td></td>
<td>• Be available for questions and clarification</td>
</tr>
<tr>
<td>3. Develop and Document a Recommended Classification Structure</td>
<td>• Review draft structure and provide comments</td>
</tr>
<tr>
<td></td>
<td>• Approve final classification structure</td>
</tr>
<tr>
<td>4. Recommend Individual Position Assignments to Classifications</td>
<td>• Be available for questions and clarifications</td>
</tr>
<tr>
<td></td>
<td>• Approve assignments</td>
</tr>
</tbody>
</table>

**TASK 3.0 – TOTAL COMPENSATION MARKET ASSESSMENT**

Consultant shall conduct a comprehensive salary and benefits survey to compare current compensation and benefits practice to the labor market, including defining the District’s current compensation market position, overall, and by position, by comparing the District’s current pay ranges to the applicable labor market.

Consultant shall perform the following seven (7) steps in order to conduct a valid, reliable, and useful market study:

1. Develop a market study methodology
2. Identify benchmark job titles
3. Identify comparable employers and other data sources
4. Collect the market data
5. Analyze the market data
6. Determine a market position
7. Prepare and deliver report detailing findings

These seven (7) Subtasks are described in more detail as follows.
**Subtask 3.1 – Develop a Study Methodology:** Consultant shall work with the District’s Project Team to clarify and finalize the market study methodology, including addressing some key questions, such as:

- Does the District compete for employees in both the public and private sectors? Who are the primary competitors for talent? That is, where do new employees come from and where do they go?
- Does the District want to learn about other employers’ compensation policies, such as how salary increases and adjustments are determined?
- Is it important to consider other forms of compensation, such as pay supplements, benefits, and paid leave when determining your competitive market position?

The Consultant’s goal is to have a common understanding of the various options for conducting the market study, as well as an understanding of the implications on subsequent design of new salary structures and pay policies. For this project, Consultant recommends conducting a custom-designed survey targeted to the District’s public sector peer employers.

**Subtask 3.2 – Identify Benchmark Job Titles:** Consultant anticipates including all thirteen (13) classification titles in the study.

**Subtask 3.3 – Identify Comparable Employers to Survey:** Consultant shall determine the comparable employers to include in the study. Typically, these employers include public sector entities that are geographically proximate to the District and are likely to have matching jobs. In addition, Consultant may also include public sector employers outside of the immediate commuting area, but that are similar to the District in terms of size, scope, population, or other characteristics. Consultant has assumed that the custom market study will be distributed to up to 10 public sector entities. Consultant will identify specific sources appropriate to District and review this list with the Project Team and Union Representatives.

**Subtask 3.4 – Collect the Market Data:** Consultant shall design a survey instrument for collecting the market information (developed in MS Excel). The types of information Consultant shall collect, includes, but may not be necessarily limited to the following:

- Benchmark job base pay ranges (minimum and maximum annual pay rates)
- Policies regarding pay progression (that is, how employees move through a pay range)
- Policies regarding adjustments to the pay schedule
- Supplemental pay practices (such as additions for special skills, bilingual pay, performance bonuses, etc.)
- Other relevant pay policies (such as hiring salary practices)
- Paid time off accrual rates (vacation time, sick leave, and holidays)
- The prevalence, cost, and cost-sharing arrangements for medical plans and other benefits (prescription drugs, dental, vision, etc.)
- The prevalence and costs associated with retirement programs
- The prevalence of supplemental benefits and perquisites (such as wellness programs, tuition assistance, etc.)
Consultant shall draft brief job summaries for each benchmark title based on current job descriptions to assist the survey participants with matching jobs consistently and appropriately.

Once the Project Team has reviewed and approved the survey document, Consultant shall distribute the survey to the approved group of comparable employers. Consultant will take all reasonable efforts to achieve the goal of 100% participation from each invited employer, however, it is understood and agreed that Consultant cannot guarantee that it will obtain good data from each of the employers invited to participate, and for all of the jobs requested. If unsuccessful, Consultant will populate surveys, at an additional cost, utilizing available data from the organization’s website.

**Subtask 3.5 – Analyze the Market Data:** Consultant shall design a database in Microsoft Access to support its analysis. The database will become the property of the District upon completion of the project. Consultant will populate the database with the information collected from its surveys. Consultant will analyze the survey data to determine the District’s market position relative to the market average minimum, midpoint, and maximum pay rate for each benchmark job title. Consultant shall compare these averages to the District’s pay ranges to determine the market position for each job title and occupational group. To the extent that different employer groups or industry sectors are included in the study, Consultant will segment its findings accordingly. In addition, if applicable, Consultant will geographically adjust market data for respondents outside of the metro area, using current cost of labor differentials from ERI Geographic Assessor.

Consultant’s report shall include detailed data showing each comparator’s job match, salary range, and other information for each benchmark title, as shown below. Consultant’s report shall also include tables showing each survey respondent’s pay policies, benefit offerings, and other information collected in the study.

**Subtask 3.6 – Determine Market Position:** Consultant shall determine the District’s total compensation market position. This involves identifying each employer’s annual cost for providing medical and other health related benefits, as well as retirement programs. We will compare the District’s total compensation costs to the market, similar to the tables shown below.

**Subtask 3.7 – Prepare and Deliver Report Detailing Findings:** Consultant shall prepare a report detailing Consultant’s methodology and findings. The report will include, but not necessarily be limited to the following items:

- An Executive Summary, briefly describing our key findings
- A description of the study objectives and methodology
- The District’s competitive market position for pay, applicable to each benchmark job title and job family
- The prevailing policies regarding pay progression, supplemental pay, and other compensation-related practices collected in the survey
- Appendices showing detailed information collected for the market study
- Paid time off policies for each surveyed employer
- The prevalence and cost-sharing arrangements for medical coverage, supplemental benefits, and retirement plans among the surveyed employers
- The District’s total compensation market position

To facilitate the successful completion of the aforementioned Subtasks 3.1 through 3.7, the District shall assist Consultant by completing the following support roles:

<table>
<thead>
<tr>
<th>Subtask</th>
<th>Support Roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Develop compensation strategy and market study methodology</td>
<td>• Meet with Consultant’s staff, provide direction on strategy and methodology</td>
</tr>
<tr>
<td>2. Identify benchmark jobs</td>
<td>• Review and approve list of benchmarks</td>
</tr>
<tr>
<td>3. Identify comparable employers</td>
<td>• Review and approve list of comparators</td>
</tr>
<tr>
<td>4. Collect the market data</td>
<td>• Review and approve survey document</td>
</tr>
<tr>
<td></td>
<td>• Assist with contacting survey recipients, if necessary</td>
</tr>
<tr>
<td></td>
<td>• Complete survey on behalf of the District</td>
</tr>
<tr>
<td>5. Analyze the market data</td>
<td>• District does not have role in this step</td>
</tr>
<tr>
<td>6. Determine market position</td>
<td>• Be available for questions or clarification of policies</td>
</tr>
<tr>
<td>7. Prepare and deliver report</td>
<td>• Review draft report, provide feedback, and approve final report</td>
</tr>
</tbody>
</table>

**TASK 4.0 – RECOMMENDATIONS DEVELOPMENT**

Consultant shall provide an analysis of internal salary relationships and make recommendations for necessary adjustments, and develop revised salary schedules for the District. For this step in the project, we propose the following steps:

1. Design a Recommended Salary Schedule
2. Recommend Placement of Each Job on the Salary Schedule (i.e., assign jobs to pay grades)
3. Assist with Implementation

**Subtask 4.1 – Design a Recommended Salary Schedule:** Consultant shall develop recommended new salary structures that are consistent with the market findings and the District’s pay philosophy.

Consultant anticipates that said pay schedule will consist of pay grades with minimum, midpoint, and maximum pay rates. Consultant typically constructs pay schedules to have consistent intervals between grades (usually 5% to 10%) as well as consistent range widths (typically 40% to 60%). The pay structure may include either steps or open ranges depending
on the pay philosophy of the District. We will work with the District’s Project Team to determine the most appropriate structure for the organization.

**Subtask 4.2 – Recommend Pay Grade Assignments:** Consultant shall recommend grade assignments for all jobs covered by the study. First, Consultant will recommend grade assignments for benchmark jobs based on the market study findings. Next, Consultant will recommend grade assignments for non-benchmark jobs. Consultant’s recommendations will be based on job content similarities and differences that were identified in the classification structure, such as minimum qualifications, scope of responsibilities, supervisory role, and other considerations.

Finally, Consultant will review the grade assignments with the Project Team, highlighting situations that represent significant change from the current pay relationships. Once the District has had an opportunity to review and internally vet the recommendations, Consultant will finalize the grade assignments as part of its final recommendations.

**Subtask 4.3 – Assist with Implementation:** Consultant shall provide one (1) day of implementation assistance for the project that may include the following activities:

- Developing an implementation schedule that takes into consideration potential phased approaches, based on the District’s operational priorities, culture, and availability of funding
- Drafting a check list of the items that will need to be addressed prior to implementing the recommended changes
- Assisting the District with supporting or defending the study results and recommendations with key stakeholders or officials
- Preparing presentation materials for decision makers
- Assisting with developing employee communication materials

To facilitate the successful completion of the aforementioned Subtasks 4.1 through 4.3, the District shall assist Consultant by completing the following support roles:

<table>
<thead>
<tr>
<th>Subtask</th>
<th>Support Roles</th>
</tr>
</thead>
</table>
| 1. Design a Recommended Salary Schedule | • Discuss objectives/goals with Consultant’s team, provide direction and input  
• Review and approve pay schedule design |
| 2. Recommend Pay Grade Assignments | • Provide information on current pay grade assignments  
• Be available for questions and discussion  
• Review and approve methodology and pay grade assignments |
| 3. Assist with Implementation | • Determine assistance needed  
• Provide direction to Consultant team |
**TASK 5.0 – PRESENT RESULTS**

Consultant shall present the results of the survey to the Board, Union Representatives and Management. Consultant assumes that it will develop and deliver one (1) on-site presentation that will contain, but not necessarily be limited to the following elements:

- Background and reasons for the project
- Objectives and goals of the project
- Methodology used to conduct our analysis
- Key findings and outcomes
- Our recommendations, including potential implications of those recommendations

Consultant shall draft the presentation for the Project Team’s review, and then will finalize the document based on the District’s comments and input. Consultant anticipates that a senior member of Consultant’s Team will deliver the presentation, in conjunction with a senior member of the District’s Project Team.

**PROJECT FEE (TASKS 1 THROUGH 5)**

Consultant shall provide all labor and materials necessary to perform said study and complete Tasks 1 through 5 for a not to exceed amount of $40,000.00 (which amount applies to Consultant’s fee and reimbursable expenses). Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

**OPTIONAL TASKS**

Consultant and District may elect to negotiate a detailed scope, fee, and schedule for the following Optional Task(s) based on the outcome of the base Tasks and detailed Scope of Work outlined above. Said Optional Task(s) would be performed under an Amendment to this Agreement.

Optional Task 6 – Consultant would perform additional evaluation of staff functional duties.
Optional Task 7 - Consultant would review the existing Salary Range and Step System and make recommendations for a new system.
Optional Task 8 – Consultant would review existing annual performance review and merit raise process; make recommendations on implementing a new system.
Optional Task 9 – Consultant would provide negotiation services to management on elimination of working titles and creation/reclassification of certain titles.
Optional Task 10 – Consultant would develop a Management Appraisal System.
Optional Task 11 – Consultant would conduct a FLSA analysis to resolve issues with hourly versus salaried positions.
EXHIBIT B

EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name _________________________________________________
Project Name: ___________________________________________________

Refer to the Additional Insured Endorsements forms 1-8 following:

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

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

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

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

ITEM NO. 10

DATE: MAY 16, 2018

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: CONTRACT AMENDMENT WITH WORLEYPARSONS FOR AS-NEEDED PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES – GROUNDWATER QUALITY AND CONTAMINATION ISSUES

SUMMARY

WRD has a very active and successful Groundwater Contamination Prevention Program. A key component of the program requires staff to track investigation and remediation progress at just over four dozen high-priority contaminated sites considered to be a significant risk to drinking water supply aquifers within the Central Basin and West Coast Basin (CBWCB). The amount of time required to review sites can be extensive and is periodically supported by an existing “As-Needed Professional Environmental Consulting Services” contract with WorleyParsons dated March 5, 2015.

WorleyParsons has been providing professional environmental consulting services via the contract for the past three years and has provided valuable support services to the District. They performed exceptionally well during the contract period and staff would like to continue their services to provide technical support primarily in preparing key work plans and remediation design documents associated with the Prop 1 grant recently awarded to WRD for the perchlorate “hot spot” removal project in the Los Angeles Forebay. Staff would like to extend the contract another year to June 30, 2019.

FISCAL IMPACT

WorleyParsons requires an additional $70,000 to prepare the grant related groundwater remediation documents and will need a contract extension to June 30, 2019. The additional consulting fees charged for preparing grant approved related documents will be fully reimbursable by the State Water Resource Control Board (SWRCB) under the Prop 1 grant, so there is no impact on the WRD Replenishment Assessment.

GROUNDWATER QUALITY COMMITTEE RECOMMENDATION

The Board of Directors approve a contract amendment with WorleyParsons for (1) a contract time extension through June 30, 2019 and (2) a budget increase in an amount not to exceed $70,000 that is reimbursable through Prop 1 grant funds, subject to approval as to form by District Counsel.

Attachment: DRAFT Amendment No.2 to Agreement No. 802 with Worley Parsons
AMENDMENT NO.2 TO CONTRACT NO. 802
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
WORLEYPARSONS

This Amendment No.2 to Contract No. 802, is made and entered into this 16th day of May, 2018 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and WorleyParsons, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On March 5, 2015, a certain agreement, hereinafter referred to as Contract No. 802 (“Agreement”), was executed between the District and Consultant for professional environmental consulting services; and

B. WHEREAS, on July 20, 2017 the District and Consultant entered into Amendment No.1 to the Agreement in order to extend the term of the Agreement and increase the budgetary amount; and

C. WHEREAS, the District and Consultant now desire to enter into this Amendment No.2 in order to extend the term of the Agreement and increase the budgetary amount, as set forth below.

II. AMENDMENT

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

1. Term of the Agreement: The term of the Agreement shall be extended to June 30, 2019 (the “Expiration Date”).

2. Consultant Rate Schedule: The budgetary amount shall be increased by an amount not to exceed Seventy Thousand Dollars ($70,000).

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

WORLEYPARSONS, ("CONSULTANT")

Signature
Print Name
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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

Signature
Willard H. Murray, Jr.
Print Name
Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
PROFESSIONAL SERVICES AGREEMENT
WorleyParsons

This Professional Services Agreement (the “Agreement”) is made and entered into this 5th day of March, 2015, by and between the Water Replenishment District of Southern California (“District”) and WorleyParsons, (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

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

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

2. Term. The term of this Agreement shall commence on March 5, 2015 and shall end on June 30, 2017 (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 Transportation, Meals and Lodging. Consultant shall be reimbursed for transportation, meals and lodging expenses in accordance with the provisions of the District’s Administrative Code applicable to reimbursement of such expenses when incurred by District employees. A copy of said provisions are attached to this Agreement as Exhibit C.

3.2.2 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: Ted Johnson, Everett Ferguson, and/or Phuong Ly.

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 policies 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.

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 policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or 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:

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

If to Consultant:

Ralph Beck  
WorleyParsons  
17390 Brookhurst St., Ste. 350  
Fountain Valley, CA 92708  
Phone: (714) 849-9600  
Fax: (714) 849-9610

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**

[Signature]

Robb Whitaker  
*Print Name*

General Manager  
*Title*

WorleyParsons, ("CONTRACTOR")

[Signature]

Bryan Carter  
*Print Name*

General Manager, Water & Environment  
*Title*

Approved As To Form

LEAL, TREJO APC

[Signature]

H. Francisco Leal  
Attorneys for the Water Replenishment District of Southern California

Water Replenishment District of Southern California 8  
WorleyParsons  
Professional Services Agreement
EXHIBIT A
SCOPE OF WORK

Consultant shall provide as-needed environmental consulting services, as described below:

- Evaluation of groundwater contaminated sites in the Central Basin, West Coast Basin, and vicinity;
- Evaluation of remediation technologies;
- Review of regulatory agency documents;
- Preparation of work plans and other technical documents for site investigation;
- Strategic planning on the District’s Groundwater Contamination Prevention Program; and
- Perform groundwater contamination analysis, modeling, sampling of wells and at contaminated sites, oversight of well construction projects, and other related services.
EXHIBIT B
CONSULTANT RATE SCHEDULE

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement and based on the Rate Sheet provided in the Consultant’s Statement of Qualifications, which was submitted to the District on January 16, 2015 and summarized as Item 4.0 below.

2.0 A budgetary amount of $150,000 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

3.0 As-needed environmental consulting services shall be conducted by the Consultant on a time and materials basis, unless otherwise requested and approved by the District. A detailed cost estimate or quote shall be issued by the Consultant to the District prior to commencement of any services or projects requested by the District. Notwithstanding any other provision of this Agreement, the District shall not be obligated to award the project to the Consultant. The Consultant can only proceed with performing services upon written approval from the District.

4.0 Rate Sheet

4.1 Labor Rates: The rate schedule detailed below provides the hourly billing rates for the project team and support team. The personnel listed below were identified and assigned by the Consultant to the District as the project team. Dr. Mark Trudell was identified by the Consultant as the overall Project Manager and will be the point of contact for the District for the duration of the Agreement and will be responsible for providing direction for the project team, budgeting, scheduling, and managing specific project assignments awarded by the District. Any changes to the project team must be pre-approved by the District.

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>NAME</th>
<th>RATE PER HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Engineer / Scientist</td>
<td>Ralph Beck</td>
<td>$195</td>
</tr>
<tr>
<td>Supervising Engineer / Scientist I</td>
<td>Mark Trudell (Project Manager), Steve Winners</td>
<td>$180</td>
</tr>
<tr>
<td>Supervising Engineer / Scientist I</td>
<td>Janaka Jayamaha</td>
<td>$160</td>
</tr>
<tr>
<td>Senior Engineer / Scientist II</td>
<td>Tiona Todoruk</td>
<td>$140</td>
</tr>
<tr>
<td>Senior Engineer / Scientist I</td>
<td>Andrew Cherene, June Lee</td>
<td>$125</td>
</tr>
<tr>
<td>LEVEL</td>
<td>NAME</td>
<td>RATE PER HOUR</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Engineer / Scientist II</td>
<td>Steven Burkhead,</td>
<td>$115</td>
</tr>
<tr>
<td></td>
<td>Steven Lindelof</td>
<td></td>
</tr>
<tr>
<td>Engineer / Scientist I</td>
<td>Michael Huma</td>
<td>$105</td>
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<tr>
<td>Associate Engineer / Scientist</td>
<td>Inna Rukov</td>
<td>$90</td>
</tr>
<tr>
<td>Senior Field Technician</td>
<td>Guy Davis</td>
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</tr>
<tr>
<td>Field Technician I</td>
<td>Patrick Becerra</td>
<td>$75</td>
</tr>
<tr>
<td>Senior Administrative Aide</td>
<td>Marina Mrdja, Tracy Valdez</td>
<td>$70</td>
</tr>
</tbody>
</table>

4.2 **Subcontractors and Reimbursable Expenses:** Subcontractors and reimbursable expenses will be charged at cost plus 5%. Reimbursement for travel, meals, and lodging must not conflict with Exhibit C; if there are any conflicts, then Exhibit C will take precedent.
EXHIBIT C
REIMBURSEMENT FOR TRAVEL, MEALS AND LODGING

1. EXPENSES

13.1 Allowable And Unallowable Expenses

In the conduct of District business, employees and Directors shall incur expenses, subject to budgeted funds being available, adequate supporting documentation, and required approvals, according to the following:

13.1.1 General Guideline

1. Expenses outlined in this Administrative Code and Procurement Policies and Procedures;

2. Expenses that further the District’s mission concerning replenishment and quality of water in the Central and West Coast Groundwater Basins, including but not limited to, expenses directly incurred in connection with a program or capital project of the District, activities that facilitate relations or working arrangements with other government or private sector personnel that are important to the District’s mission, activities that enhance awareness and education of the District’s functions, and activities that promote the attraction and retention of high quality employees of the District.

13.1.2 Specifically Unallowable Expenses

1. Gifts,

2. Entertainment,

3. Alcoholic beverages,

4. Goods and services for personal use,

5. Fines and penalties incurred by an employee,

6. Memberships in social organizations, dining clubs, or country clubs,

7. Advance payments for goods or services, except as generally required,

8. Moving expenses, unless pre-approved as part of a written employment contract with a new employee,

9. Travel related expenses incurred by or on behalf of a spouse or companion,

10. Certain travel costs (e.g., first-class airfare, hotel suites, luxury vehicle rental),
11. Repetitive seminars or educational courses on the same topic or issue and repetitive courses that provide training on a specific subject to a particular class of persons (e.g., training for persons new to the areas of water or special districts). Employees and Board Members shall not obligate the District and shall not receive reimbursement for any of the Unallowable expenses listed above.

13.2 REIMBURSABLE EXPENSES

13.2.1 Application of Policy
This Policy applies to all Board Members, management, staff, legal counsel, and any other authorized parties who may submit claims for reimbursement of amounts expensed on the District’s behalf.

13.2.2 General Principles
The following general principles apply to the District’s reimbursement of amounts expended on the District’s behalf:

1. All expenses shall be reasonable and necessary.
2. The most economical mode and class of transportation consistent with scheduling requirements shall be utilized. In the event a more expensive mode or class of transportation is utilized, the reimbursable amount shall be limited to the cost of the most economical mode or class of transportation available, not to exceed the cost of coach airfare.
3. Expenditure for food and lodging shall be moderate and reasonable.
4. All reimbursements must be approved pursuant to the provisions of this Code.
5. Approval Process for Reimbursable Expenses
6. Claims shall be submitted on forms supplied by the District. Such forms shall include a description of the expense, names (if appropriate), date incurred, and a description of the business purpose of the expense.

13.2.3 Directors’ Expenses: Finance Committee Approval
At its regularly scheduled monthly meeting, the District’s Finance Committee shall approve or reject all requests and claims for reimbursement by members of the Board of Directors. The Finance Committee shall meet once per month to consider such claims and requests as are submitted. Receipts must support claims and requests as submitted to the Finance Committee or other documentation the
Finance Committee deems acceptable. For each expense less than $25, submission of documentation the Finance Committee deems acceptable shall be sufficient for purposes of this section. At the discretion of a Director, supporting receipts for each expense less than $25 may be submitted with the documentation. If a claim or request is submitted to the Finance Committee with documentation the Committee deems inadequate, or without documentation, that claim or request shall be rejected. A claim or request initially rejected can later be submitted for approval if it is supported by adequate documentation at such later time.

Requests for reimbursement must be submitted within 90 days of the date the expense was incurred. Specifically excluded from this time limit are expenses incurred for medical, dental, eye care, or other expenses that require processing by an insurance or benefit provider, or an expense where backup documentation was delayed beyond the control of the Director. Any reimbursement for a non-excluded expense submitted after 90 days must be approved by the Board of Directors.

13.2.4 Staff Expenses: General Manager Approval
The General Manager or the Chief Financial Officer, acting as an agent of the General Manager, shall approve or reject all requests and claims for reimbursement by staff and shall report such approval/rejection to the Finance Committee at its monthly meeting. Receipts must support claims and requests as submitted to the General Manager or Chief Financial Officer or other documentation the General Manager or Chief Financial Officer deems acceptable. For each travel related expense less than $25, submission of documentation the General Manager or Chief Financial Officer deems acceptable shall be sufficient for purposes of this section. At the discretion of staff, supporting receipts for each travel related expense less than $25 may be submitted with the documentation. If a claim or request is submitted to the General Manager or Chief Financial Officer with documentation he deems inadequate, or without documentation, that claim or request shall be rejected. A claim or request initially rejected can later be submitted for approval if it is supported by adequate documentation at such later time.

Requests for reimbursement must be submitted within 90 days of the date the expense was incurred. Specifically excluded from this time limit are expenses incurred for medical, dental, eye care, or other expenses that require processing by an insurance or benefit provider, or an expense where backup documentation was delayed beyond the control of the employee. Any reimbursement for a non-excluded
expense submitted after 90 days must be approved by the Board of Directors.

13.2.5 Travel Expenses

The Board of Directors should preapprove requests for out of state travel. The Board may retroactively approve out of state travel based on difficult or unexpected circumstances.

The District’s policy concerning reimbursement for travel expenses varies depending whether the destination is within or outside the “local area” and whether an individual receives or elects to receive a vehicle allowance. For purposes of this Policy, “local area” includes all of Los Angeles and Orange Counties, and those portions of Riverside and San Bernardino Counties located south of the San Gabriel Mountains and/or west of the San Bernardino Mountains.

Directors who do not elect to receive a monthly vehicle allowance pursuant to Section 7.1 of this Code and all employees who do not receive a monthly vehicle allowance may be reimbursed for travel within the “local area”. Reimbursement shall be for actual mileage at the current maximum allowance per mile rate established by the Internal Revenue Service for authorized use of privately-owned vehicles in the conduct of District Business.

Directors who do not elect to receive a monthly vehicle allowance pursuant to Section 7.1 of this Code and all employees who do not receive a monthly vehicle allowance may be reimbursed for travel outside the “local area,” including travel by personal automobile instead of by air travel. Reimbursement shall be limited to expenses not exceeding 14-day advance purchase round trip standard coach airfare, plus ground transportation.

Actual expenses for ground transportation to and from airports and while attending to District business shall also be reimbursed. Ground transportation shall include taxi, bus fare or standard automobile rental. No reimbursement shall be provided for charges incurred due to the inclusion of personal loss insurance coverage i.e., loss damage waiver, supplemental liability, personal effects, uninsured or underinsured motorist) in a car rental agreement.

13.2.6 Lodging

For the purpose of lodging, "local area" means a 40-mile radius from either one's residence or the District office, whichever is further.
Within the discretion of the Board President, a Director may stay overnight at a site less than a 40-mile radius from the residence or the District office. If the Director desiring to stay overnight at such a site is the Board President, that Director shall obtain approval from the Board Treasurer. Otherwise, no requests for lodging or reimbursement claims for expenses incurred within the "local area" shall be approved by the Finance Committee.

Expenses will be allowed for adequate and reasonably priced lodging when necessary for the conduct of District business. When lodging is required in conjunction with a conference or similar function, whenever possible, lodging shall be at the conference location at the reduced rate provided by the conference, if applicable. In all cases, reasonable attempts shall be made to obtain reduced rates for lodging (i.e., government rates for domestic lodging as published by the U.S. General Services Administration.)

Unless otherwise authorized by the Finance Committee, no reimbursement will be approved for lodging for greater than one night before or for any nights after an event outside of the "local area."

13.2.7 **Meal Reimbursements**

"Local area" in this section has the same definition as in the Overnight Accommodations policy above.

1. When a Board member or other District employee is outside of the local area on District business for an entire day, the Board Member or employee may receive one hundred dollars ($100.00) per day for meals, including gratuities, as follows:
   - Breakfast: $20.00
   - Lunch: $35.00
   - Dinner: $45.00

2. When a Board member or other District employee is outside of the local area on District business for portions of a day, the Board member or employee shall receive compensation for those meals that occur during the portion of the day that the individual is outside the local area.

3. Authorized personnel and Directors may, in lieu of per diem reimbursement, receive reimbursement for actual meal costs, including tips, if such costs are less than the per diem amount.

4. The meal compensation discussed in Subsection (1) above, shall only be received for meals on the day immediately before the beginning of the event which the Board member or employee is
attending, the days when the event is occurring and the day immediately following the conclusion of that event. Further, where meal costs are included in airfare or in the event registration fees, the compensation received shall be reduced by the amounts indicated above.

5. The per diem amounts discussed above are provided for the Board Member or other employee's meals while out of the local area on business. Whether or not expenditure occurs within the local area, the Board member or other employee is entitled to reimbursement for meals purchased for other persons, if such meals are in furtherance of District business and the Finance Committee subsequently approves the request for reimbursement. Any such expenditures for additional meals shall be reasonable and necessary and must further the business interest of the District.

6. In calculating the amount to be reimbursed to the Board member or employee, the Finance Committee shall reduce each meal's total by that meal's per diem rate.

13.3 Special Provisions

Where a Board Member or other person is entitled to receive reimbursement for expenses from another employer or entity, the sum of total reimbursement from both the District and the other employer or entity shall not exceed actual expenses incurred.

All exempt District personnel attending a conference or other event outside of the District's service area shall receive no additional salary for travel during a non-scheduled workday.
DATE: MAY 16, 2018
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: SAFE DRINKING WATER PROGRAM – LYNWOOD WELL 11 TREATMENT PROJECT – REJECT ALL BIDS

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

City of Lynwood Well 11 has been impacted with elevated concentrations of Tetrachloroethylene (PCE) and Trichloroethylene (TCE) over the past several years. The City requested assistance from the District for financial assistance through the Safe Drinking Water Program (SDWP) for a Granular Activated Carbon (GAC) treatment system to remove the PCE & TCE.

The Board authorized the release of a Request for Bids for the Lynwood Well 11 Treatment Project and the project was advertised for competitive bids. On April 10, 2018, the District received and publicly opened 7 bids, as summarized below.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount of Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carbon Activated Corporation</td>
<td>$859,452.08</td>
</tr>
<tr>
<td>Cora Constructors, Inc.</td>
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<tr>
<td>Mocon Corp</td>
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<tr>
<td>Pyramid Building &amp; Engineering</td>
<td>$910,375</td>
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<tr>
<td>Pacific Hydrotech Corporation</td>
<td>$938,225</td>
</tr>
<tr>
<td>RC Foster Corp.</td>
<td>$982,500</td>
</tr>
<tr>
<td>IQA Construction</td>
<td>$1,003,000</td>
</tr>
</tbody>
</table>

Thereafter, District staff and legal counsel have evaluated the bid results and deemed that all bids be rejected and the project re-released.
FISCAL IMPACT
None.

GROUNDWATER QUALITY COMMITTEE RECOMMENDATION
The Board of Directors reject all bids received for the Lynwood Well 11 Treatment Project and authorize release of a new Request for Bids (RFB) for the Lynwood Well 11 Treatment Project.
MEMORANDUM

ITEM NO. 12

DATE: MAY 9, 2018
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AWARD CONTRACT FOR PROFESSIONAL SERVICES FOR THE REGIONAL BRACKISH WATER RECLAMATION FEASIBILITY STUDY

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, 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 approximately 30 years, which equates to 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.

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, for a total project cost of $1.4M, towards the development of a Regional Brackish Water Reclamation Program Feasibility Study (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 activate stakeholder process to determine a recommended makeup for a Regional Brackish Water Reclamation Program.

Staff released a Professional Services RFP for the Regional Brackish Water Reclamation Program Feasibility Study on February 26, 2018. A mandatory pre-proposal meeting was held on March 6, 2018 and attended by 29 consultants. Staff received a total of four proposals and interviewed all four teams. A total of four individuals made up the scoring panel, two WRD staff, one California Water Services staff and one staff member from the City of Torrance.
All panelists scored both the proposals and interviews individually and the scores were averaged to determine the final scoring matrix attached as Exhibit 1. Based on these results staff recommends the Regional Brackish Water Reclamation Program Feasibility Study be awarded to CH2M/Jacobs. CH2M/Jacobs brings a 100% LBE team with a metered approach to stakeholder consensus, innovative solutions to some of the larger project challenges along with direct understanding of WRD and stakeholder governance through preparation of WRD’s Groundwater Basin’s Master Plan.

CH2M/Jacobs brings a host of in house modeling tools to help run multiple cost and feasibility scenarios simultaneously for stakeholder consensus and buyoff. The ability to run multiple project scenarios side by side and be able to make changes during stakeholder involvement will help keep the Feasibility Study moving forward at a steady pace without having to start over from scratch at every milestone.

The CH2M/Jacobs team includes recognized industry experts in every section of the feasibility study, including but not limited to: Paul Brown-Former Program Manager for the Metropolitan Water District’s Regional Recycled Water Program’s Feasibility Study to manage the stakeholder involvement process, Jim Stahl- former General Manager of LA County Sanitation Districts to manage the bring discharge challenges, Leofwin Clark- previous President of the Water Design Build Council to manage project delivery analysis, and Rich Nagel- former General Manager for a MWD wholesale agency with direct experience in understanding the jurisdictional/governance impacts to potential partnerships. In addition to the proposed staff working on the project, the CH2M/Jacobs team has proposed the most amount of hours to dedicate to the project than any other team with over 6,700 total project hours, most of those hours allocated to critical tasks with the appropriate staff lead.

FISCAL IMPACT
The estimated budget for this study is $1,399,828. The District received a $700,000 grant from the DWR, resulting in the District’s cost-share to be $839,811. This amount is currently budgeted in the 2017-2018 and 2018-2019 CIP budgets.

CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE RECOMMENDATION
The Board of Directors approve a professional services contract with CH2M Hill Engineers, Inc., subject to approval as to form by District Counsel, for $1,399,828 with a 10% contingency of $139,982, for a total not to exceed contract amount of $1,539,811.

Attachments:
Draft Professional Services Agreement – Regional Brackish Water Reclamation Program Feasibility Study
This Professional Services Agreement (the “Agreement”) is made and entered into this 16th day of May, 2018, by and between the Water Replenishment District of Southern California (“District or WRD”) and CH2M HILL ENGINEERS, INC., (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

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

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

2. Term. The term of this Agreement shall commence on May 16, 2018 and shall end on December 31, 2019 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 Termination by District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1 **Required Policies**.

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

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

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

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

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

12.2 **Required Terms**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the District:

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

If to Consultant:

Steve Alt
CH2M Hill Engineers, Inc.
1000 Wilshire Blvd. Suite 2100
Los Angeles, CA 90017
Phone: 619-272-7253
Email: steve.alt@ch2m.com

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

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

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

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

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

[Signatures and Print Names]

CH2M HILL ENGINEERS, INC., ("CONSULTANT")

[Signature]

[Print Name]

[Title]

Approved As To Form
LEAL, TREJO LLP

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

1. Consultant shall perform the detailed scope of work described in the Request for Proposal (RFP) for the Brackish Water Reclamation Program Feasibility Study, attached hereto as Exhibit A-1, and as provided by the Consultant their proposal and scope of services, attached hereto as Exhibit A-2. Should there be any discrepancy between the scope of work detailed in Exhibit A-1 and the proposal and scope of services in Exhibit A-2, the scope of work in Exhibit A-1 shall prevail.

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

REQUEST FOR PROPOSALS (RFP) FOR REGIONAL BRACKISH WATER RECLAMATION PROGRAM FEASIBILITY STUDY
# REQUEST FOR PROPOSAL

(RFP-17-008)

Professional Services for
Regional Brackish Water Reclamation Program
Feasibility Study

Issued: February, 22 2018

<table>
<thead>
<tr>
<th>Mandatory Pre-Proposal Meeting:</th>
<th>Questions Regarding this RFP Due:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, March 6, 2018 at 3:00 p.m.</td>
<td>Monday, March 19, 2018, at 5:00 p.m.</td>
</tr>
<tr>
<td>WRD Board Room</td>
<td>Melody Wu, Project Administrator</td>
</tr>
<tr>
<td>4040 Paramount Blvd</td>
<td>E-mail: <a href="mailto:mwu@wrd.org">mwu@wrd.org</a></td>
</tr>
<tr>
<td>Lakewood, CA 90712</td>
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</table>

**PROPOSAL DUE:**
Thursday, March 29, 2018 at 3:00PM 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](http://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.

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>
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<tr>
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<th>Date/Time</th>
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<tr>
<td>RFP Issued by WRD</td>
<td>February 22, 2018</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Meeting</td>
<td>Tuesday, March 6, 2018 at 3:00 p.m.</td>
</tr>
<tr>
<td>Deadline for Questions Regarding this RFP</td>
<td>Monday, March 19, 2018, at 5:00 p.m.</td>
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<td>Proposals Due</td>
<td>Thursday, March 29, 2018 at 3:00PM</td>
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<tr>
<td>Interviews (Tentative)</td>
<td>April 10th, 2018</td>
</tr>
<tr>
<td>WRD Board of Directors Awards of Contract</td>
<td>Tuesday, May 1, 2018</td>
</tr>
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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 required to attend. 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 and responses to questions will be formally documented and distributed in a Question and Answer (Q&A) table, which will be posted on the WRD website: http://wrd.org/content/business-opportunities.

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, with the subject heading “Question –RFP-17-008” 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 Q&A table that will be posted on the WRD website: http://wrd.org/content/business-opportunities. 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 3:00PM, 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:

Atttn: 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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Exhibit E – Acceptance Letter

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) with 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: https://wrd.org/content/business-opportunities.

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

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

(iii) The role each team member will play in providing services under the Contract, and

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

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

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

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

Once a Contract has been executed, the Consultant must request approval of the District in advance of any new personnel being assigned to the project. The District reserves the right to reject or remove personnel performing services at any time for the duration of the Contract.

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

Complete a table (an example is provided in Exhibit B) that summarizes the percentage of work to be performed by the Consultant and each Subconsultant. Specify the certification status of the Consultant and its subconsultants with respect to Local Business Enterprise (LBE), Small Business Enterprise (SBE), and Veteran Business Enterprise (VBE). The status of business enterprise is requested information in this SOQ and will be used as criteria for SOQ evaluation. Failure to include the completed form may be grounds for considering the SOQ to be nonresponsive. Please refer to Section 7.6 for definitions of LBE, SBE, and VBE.
5.7 **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.

5.8 **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.

5.9 **Experience and Record of Past Performance**  
Describe Proposer’s experience in completing similar assignments, preferably using the same project team proposed for the services described in this RFP. Using the form provided as Exhibit C, 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.

5.10 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.

5.11 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.

5.12 Other Information
The proposal shall include a statement that the Proposer will meet the insurance requirements per Section 12 of the District’s standard Professional Services Agreement, which is attached to this RFP as Exhibit D. 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.

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

5.14 Project Costs and Labor Hours
The proposal shall include a table showing the following information:

- Labor hour breakdowns by the project tasks and subtasks identified in Section 3.0 (including other subtasks as the Proposer sees fit) and associated personnel, including any subconsultants, as well as total hours. Names and titles/categories of individuals proposed to work on the project tasks/subtasks, including names of subconsultants/subcontractors shall be indicated.
- Fully loaded hourly billing rates – All direct, capital, and reimbursable expenses, including but not limited to travel and transportation costs, meals, lodging, office equipment and supplies, administrative and communications fees, etc., must be built into the hourly rates. Therefore, the District shall not pay Consultant nor its subconsultants/subcontractors for any direct or reimbursable expenses incurred for implementation of the scope of services described herein.
- The labor hours and fees for proposed optional tasks, if any, shall be presented in a separate table to differentiate from the baseline Scope of Work.

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

The proposal shall also include a description of the anticipated method of billing for
services performed, with provisions for monthly billing that will include itemized
accounting of hours of personnel, hourly rates, and percent completion for each task
identified. A project schedule shall be included with the invoice to track project costs on
a resource loaded schedule.

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 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.

6.5 Acknowledgement
An Acceptance Letter (Exhibit “E” attached) has been attached to this solicitation. This Acceptance Letter is to be completed and signed by the Respondent and shall be included with the Respondent’s submittal.

7.0 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.

7.1 Project Team and Qualifications

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

• Professional qualifications and education of the project team.
• Expertise and the appropriate mix of skills and disciplines of the project team and percentage of work to be self-performed.
• The accessibility and commitment of the Proposer’s key personnel and subconsultants/ subcontractors to successfully complete assigned projects, including the geographic proximity of each team member’s primary office location with respect to the District’s service area.
• Ability to perform work on short notice and anticipated response times.
• Capacity and flexibility to complete high quality work in a timely manner that meets the established schedule.
• Familiarity with the policies and procedures of the District, County, and other local agencies.

7.2 Project Understanding and Approach

The following will be considered in the evaluation of proposals:

• Understanding of the nature of professional services contracts and expected tasks to be performed.
• Work schedule and methodology to completing assigned tasks, specifically with regards to budget sensitivity, efficiency, adherence to District standards and applicable regulatory codes, and pertinence of the assigned tasks.

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

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

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

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

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

7.3 Performance on Similar or Related Projects

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

7.4 Billing Rates

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

7.5 Organizational and Support Resources

The following will be considered in the evaluation of proposals:

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

• Anticipated response times after notification of work assignments by WRD.
7.6 Local Business Enterprise (LBE) and Small Business Enterprise (SBE) and Veteran Business Enterprise (VBE) Preference

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

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

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

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

For Local Business Enterprise (LBE), Small Business Enterprise (SBE), and Veteran Business Enterprise (VBE) preference consideration, the Consultant and Subconsultant Status as LBE, SBE, and VBE form (Exhibit B) must be completed.

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 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.

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

10.0 TERMS AND CONDITIONS

10.1 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.

10.2 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.

10.3 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 designated due date and
time and shall constitute an irrevocable offer, for a period of ninety (90) days, to WRD for
the services set forth in the proposal.

10.4 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://wrd.org/content/business-opportunities) 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.

10.5 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.

11.0 LEGAL POLICIES

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

11.2 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.

11.3 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.

11.4 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.

11.5 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.
Exhibits
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:

- Exhibit A
- RFP-17-008

Regional Brackish Water Reclamation Program Feasibility Study

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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;
  - 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;
  - 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 (i.e. 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:
   - Salinity;
   - Chloride;
   - Sodium;
   - Bromide;
   - Boron;
   - Turbidity;
   - SDI;
   - Temperature;
   - pH; and
   - Metals (General);
   - 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 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;
I. 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 1.1. 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 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 final 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.

**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 minimize 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 1.1. 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 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.

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 1.1. 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 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;

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• 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.L. 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.
Exhibit B

Consultant and Subconsultant Status as LBE, SBE and VBE
### Exhibit B - Consultant and Subconsultant Status as LBE, SBE and VBE

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<th>Status of SBE and VBE</th>
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#### Prime Consultant

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**Subtotal Prime Consultants**

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#### Subconsultants

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**Subtotal Subconsultants**

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Exhibit C
Key Personnel Participation in Example Projects
# Key Personnel Participation in Example Projects

<table>
<thead>
<tr>
<th>Names of Key Personnel</th>
<th>Role in This Proposal</th>
<th>Example Projects Listed in Section 4.2.1</th>
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</thead>
<tbody>
<tr>
<td>John D.</td>
<td>Construction Manager</td>
<td>Const. Manager</td>
</tr>
<tr>
<td>Peter L.</td>
<td>Electrical Inspector</td>
<td>Elect. Inspector</td>
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**Example Projects Key**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description of Example Project (from Section 4.2.1)</th>
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<tbody>
<tr>
<td>1</td>
<td>Canyon Water Treatment Plant Expansion - xxxxxxxxxxxxxxxxxxxxx</td>
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<tr>
<td>2</td>
<td>xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx</td>
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<tr>
<td>3</td>
<td>xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx</td>
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<td>xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx</td>
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Exhibit D

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 fees and Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1 **Required Policies.**

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

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

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

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

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

12.2 **Required Terms.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the District:

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

If to Consultant:

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

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

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

    WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA


Signature

Robert Katherman

Print Name

President, Board of Directors

Title

Signature

Sergio Calderon

Print Name

Secretary, Board of Directors

Title

[INSERT CONTRACTOR NAME], ("CONSULTANT")

Signature

Print Name

Title

Approved As To Form

LEAL, TREJO LLP

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

[Insert detailed description of scope of work.]
EXHIBIT B
CONSULTANT RATE SCHEDULE

Attach provided Rate Schedule Here.

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

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

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

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

Checklist for Additional Insured Endorsement

Contractor Name: ________________________________
Project Name: ________________________________

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

Endorsement(s)

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:

  o Form CG 20 10 11 85 (E1)
  o BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions E2) specifically naming the District parties or using language that states "as required by contract"

  o “Blanket” Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agreement".

  o If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. (E5)

  o Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)

  o Primary Coverage – The primary/non-contributory language is included. “The insurance provided by this policy shall be primary as respects any claims related to the ____________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it.” e.g. Form CG 20 01 (E6)

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

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

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

Acceptance Letter
Company Name: ___________________________
Address:  ___________________________
Telephone:  ___________________________
Fax:   ___________________________

Subject:  Solicitation for ________________

By my signature below, I, on behalf of the Company named above, acknowledge that I have read and understand the subject solicitation and all its attachments. I further acknowledge that, by submission of a submittal, proposal, quotation, or bid in response to the subject solicitation, the Company named above accepts all the terms and conditions, and meets the minimum requirements set forth in the subject solicitation and its attachments, including, but not limited to, the Sample Agreement or the Purchase Order Standard Terms and Conditions.

ACCEPTED:

___________________________________________
Signature

___________________________________________
Name (please print)

___________________________________________
Title

___________________________________________
Date
EXHIBIT A-2

CONSULTANT'S PROPOSAL AND SCOPE AS THE SCOPE CONTAINED IN THE PROPOSAL
5. Project Overview and Approach
A Communication Plan for Working with WRD and Its Stakeholders
Several factors contribute to our compliance with this evaluation criteria. They include:

**A Single Point of Contact:** Project Manager, Steve Alt, PE, will serve as WRD’s main point of contact.

**Collaborative Communication Strategies:** Steve will work with WRD’s Project Manager to establish reporting protocols, workshops, and other formal and informal meetings, reviews, and milestones for each assignment.

**Charting to Establish Roles, Responsibilities, Reporting, Schedules, Budgets, and Accountability:** Steve will charter his internal team to ensure all understand the scope of work, budgets, schedules, and responsibilities.

**A Designated Stakeholder Coordinator, Rich Nagel:** With his exceptional relationships across a broad network in SoCAL, Rich is ideally suited to serve in this capacity.

**A Designated Lead Facilitator, Paul Brown:** Rich will be joined by Paul Brown, lead facilitator for communication with water purifiers in coordination with WRD. Paul has been involved in a number of water resources planning projects heavily employing multi-agency collaboration, public stakeholder participation, process facilitation, and multi-objective decision making. He most recently served as project manager and lead facilitator for the Court-Ordered Collaborative Science and Adaptive Management Program.

Robust Tools and Innovative Methodologies for efficient project option selection and costing:

- Robust tools and innovative methodologies for efficient project option selection and costing:
  - Delivers accurate Class IV cost estimates
  - Includes capital expenditures
  - CAPEX and operating expenditures (OPEX), including labor, chemicals, and energy

**A Proven Approach to Quality Management**

An interactive approach to quality management that aligns people, processes, and performance around client goals and objectives will enable the team to meet or exceed WRD’s expectations. This approach includes three key elements:

- **Quality objectives** will be addressed during all phases of delivery from project definition to project closeout.
- **A Quality Management Plan (QMP)** that includes expectations for management of budget, schedule, risks, scope, change, contract compliance, resources, reporting, documentation, communication, and other metrics will be carefully followed.
- **Appropriate Senior Technical Experts**, led by Steve Alt and coordinated by Amanda Heise, will participate in workshops, as needed, and work with each Task Lead to properly plan the work, collect and analyze data, and prepare defensible recommendations that can achieve the District’s objectives and be implemented and permitted cost-effectively.

**Project Approach At A Glance**

Using the following approach to completing the tasks in the scope of work will identify defensible, implementable projects for WRD’s Regional Brackish Water Reclamation Program.

**WRRD Regional Brackish Water Reclamation Program FS Task 1 Flow Diagram**
5.1 **Approach to Task Delivery**

The CH2M Team will deliver the required tasks so that the District will have reliable data, sound science, and an implementable, cost-effective plan to remediate the saline plume and gain additional water storage in the Basin.

5.1.1 **Task 1 – CSDPR**

The Conceptual System Design and Program Requirements (CSDPR) task will define the program scope and the key project components and evaluate the feasibility of alternatives for the implementation of each of these components. Broadly, the task consists of soliciting the project needs and desires from WRD and the Stakeholders, listing numerous project options, and creating a shortlist of the five most feasible project options for future development. There are many subtask analyses and evaluations that will refine the project alternatives and Exhibit 5.1 displays the CSDPR flowchart and individual subtask leads.

**Identification of WRD and Stakeholder Project Priorities**

The CSDPR will start with a project kickoff meeting with WRD. CH2M’s goals for this meeting include further increasing our knowledge of groundwater modeling done to date, developing water quality based sizing criteria, understanding WRD’s water supply and planning as well as project desires and needs and identifying data requests prior to the subsequent Stakeholder kick-off meeting.

The collective views of WRD and the Stakeholders Group will significantly influence the outcome of the feasibility study. It is important that the facilitation process is an enabling activity designed to assist stakeholders in collaborating with WRD to establish the objectives, criteria, and alternatives for evaluation. The challenges posed by this process are likely to emerge from (1) the differing individual interests of the diverse parties involved (i.e., municipalities, public water agencies, and private water companies), and (2) the balancing of direct and indirect costs and benefits among the participants. CH2M’s approach is to hold interviews with each of the stakeholder agencies to identify individual priorities and projects before the Stakeholder meeting which will be used to prioritize potential projects as a group. The individual stakeholder organizations will likely place different levels of importance (weightings) on the criteria selected. So, for the prioritization of criteria, we suggest that stakeholders be asked first to identify the top 6 to 8 criteria and then be allowed to apply their own individual weightings to the importance of those criteria. The benefit of this approach is that it allows the development of alternative preferences and ranks for each stakeholder separately. These individual rankings can be used to discover alternatives that rank highly (first, second or third choices) for every stakeholder – encouraging both compromise and the creation of “hybrid” alternatives that work well for everyone. Paul Brown has facilitated similar projects including the Metropolitan Water District of Southern California’s Regional Recycled Water Program, Santa Clara RO Concentrate Management Plan and LA Integrated Water Resources Plan and subsequent One Water LA Phase 1 for the City of Los Angeles, among others.

**Supply and Demand Analysis**

Once stakeholder priorities are understood, CH2M will conduct a Supply and Demand Analysis, drawing on our previous work from the WRD Groundwater Basins Master Plan (GBMP). A projection of water consumption demands and currently anticipated water supplies for the areas overlying the basin will be considered relative to each purveyor’s water rights. The key stakeholders for this project include 5 of the major water purveyors in the West Coast Basin (WCB). Exhibit 5-2 shows the purveyors with groundwater rights >1,500 acre-feet and their respective extraction wells. During the development of the GBMP, current and projected water demand and supply data were compiled from published documents, as well as through interviews with major pumpers, imported water suppliers, and recycled water suppliers. Using a similar approach, the CH2M project team will prepare a data request for the Stakeholder Group to identify their future supply requirements, constraints, future plans for supplies, and potential limitations (such as pipeline capacity, existing well information, etc.).

CH2M will also review various documents such as Urban Water Management Plans, master plans, and recycled water plans to identify the current and projected water demands and supplies. We propose using our previous work and templates to update the summaries of water supply and demand analyses that were conducted in-depth for each major pumper in the WCB, as indicated in Exhibit 5-2. The updates will be made based on the historical pumping usage patterns, forecasted growth.
projections, water recycling programs, water conservation programs, and the potential for groundwater storage programs. The analysis conducted under this task will be documented in a Technical Memorandum which will become a part of the CCSDPR final report.

**Project Options Screening to Identify the Most Feasible Ten Project Options.** Many projects and project alternatives will be generated by the meetings involved in Tasks 1A and 1B, and CH2M will work with WRD to limit these to up to 70 potential projects for evaluation to generate the short list of potential projects. Our evaluation approach provides a two-tiered process to define the most appropriate solutions using CH2M’s proprietary tools to efficiently analyze the options to reveal the ten most feasible project options (see Exhibit 5-3).

Tier 1 or initial screening will include a high-level screening of the full suite of options in the Master List. CH2M’s VOYAGE™ dynamic simulation model will allow us to evaluate dozens of potential alternatives in an efficient and cost-effective manner by analyzing source wells, pumping and treatment facilities and transmission system interactions; storage; reuse, and water quality over many years of operation – including changing demand conditions. Evaluating multiple facility upgrade, expansion, repurposing, or consolidation requirements and capital options is important to correctly identify the “best” value and life-cycle costs associated with each forward-looking solution, while making the decision process transparent and defensible. The initial screening allows the team to quickly identify fatal flaws in source constraints, demand needs, prohibitive cost or other impacts, without performing detailed analysis at significant time and expense. The system model approach allows WRD to gain a more thorough understanding of the key interactions between elements – leading to refinement and more optimal solutions without prematurely eliminating options of interest to stakeholders.

**Exhibit 5-3. CH2M’s VOYAGE™ Tool**

*A Resources Management Tool that integrates systems such as water treatment and delivery, energy, transport, and waste management for optimized water resource management strategies*
During the Tier 2 or interim evaluation, the short-listed system-wide solutions identified during Tier 1 are further defined at the individual subsystem level (e.g., conveyance, treatment plant, customer demands) to allow for the early comparison of both economic and non-economic factors (e.g., conveyance costs, environmental, and social goals, such as permitability, and public acceptance). At this point, our alternatives team will rely on a simplified system-wide operations model and will simulate the corresponding project treatment plant options using whole-plant simulators to assess the subsystem components. The list of criteria indicated in the RFP will be considered using multi-objective decision analysis (MODA) methodologies for the interaction amongst them in an integrated manner. The MODA process will be informed from a range of sources, including VOYAGE model results, other detailed model studies, spatial analysis with GIS, etc. Priority weighting will be developed through the earlier workshop processes with WRD staff and Stakeholders. The tier 2 evaluation will determine the ten most feasible projects.

Source Water Characterization and Intake Alternatives

CH2M will leverage our knowledge of existing data sets, production wells in the WCB, abandoned wells, and new well fields proposed under the GBMP development work conducted from 2012 through 2016. The project team will gather and analyze existing source water quality (SWQ) data from WRD’s groundwater modeling, Goldsworthy operational data, and additional available data (such as those shown in Exhibit 5-5). In addition to the key water quality constituents in the RFP, CH2M recommends that perchlorate, hexavalent chromium, trivalent chromium, nitrate, iron, arsenic, and other contaminants of emerging concern be included in the analysis and sampling. Based on the recent data, it appears that the water quality at different depth intervals and aquifers at various locations in the WCB can vary. As an example, the figure (on the left in exhibit 5-5) presents the chloride concentrations in WRD nested monitoring wells for Water Year 2015-2016. In the WCB, chloride concentrations exceeded the upper secondary maximum contaminant level (SMCL) limit in the Silverado zones in 7 of the 21 (33%) nested wells locations. Seven nested wells in the WCB show chloride impacts above the MCL in non-Silverado Zones. Based on the variable conditions across the WCB for various water quality parameters, spatial and temporal trend analysis will be conducted to understand the vertical concentration profiles among various aquifer zones to help guide the selection of potential locations for the intake structure. This analysis will also inform the potential depth intervals from which groundwater will be extracted for treatment.

Product Water Specifications

A determination will be made as to how treated water quality will impact Stakeholder potable water systems. Product water quality delivery specifications will be determined by State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) regulatory requirements, as well as product water quality delivery specifications specific to each of the Stakeholder potable water systems. The DDW will hold new projects to a SMCL for TDS of 500 mg/L. Stakeholder potable water systems will potentially have TDS levels lower than 500 mg/L and are likely to require a product water quality delivery specification that does not exceed their existing potable water TDS levels. The project team will determine whether the drinking water source is subject to the Groundwater Rule, which can require up to 4-log virus treatment, and/or is Groundwater Under the Direct Influence (GWUDI), which requires treatment according to the Surface Water Treatment Rules.

The project team will set product water quality delivery specifications for corrosion control (e.g., Langelier Saturation Index) to prevent corrosion in the pipelines. The existing levels of alkalinity and calcium in the Stakeholder potable water systems will also be considered, as it is not uncommon to target existing levels for product water quality delivery specifications. Post treatment disinfection is typically applied for groundwater sources. The project team will evaluate stakeholder potable water disinfection residuals management strategies and the use of free chlorine or chloramines, and apply a product water quality delivery specification accordingly. The project team will look into the potential for disinfection byproduct formation, which is often low for groundwaters as they have low total organic carbon (TOC) levels. The project team will carefully consider Stakeholder potable water quality for...
existing sources and blending with the new source(s) in setting the product water quality delivery specifications.

**Brackish Water Discharge Evaluation**

From CH2M previous work on the expansion of the Goldsworthy desalter, the cost of brine disposal to the sanitary sewer will include both a connection fee and an annual surcharge. Assuming a single, treatment facility sized at 20 million gallon per day (mgd) based on feed water with 85% recovery (producing 15% waste), the connection fee will be on the order of $31 million dollars, and the annual surcharge will be roughly 1 million dollars. With these order-of-magnitude costs, analysis of brine management alternatives is a vital aspect of the project scope. The CH2M team will examine numerous options in addition to sewering including zero liquid discharge, and existing and new ocean discharge alternatives including the Los Angeles County Sanitation Districts’ (LACSD) collection system, its governing connection regulations and the workings of the Hyperion and LACSD ocean outfall systems, as well as related requirements of the California Ocean Plan.

**Treatment Technologies**

Based upon the anticipated costs of waste disposal, maximizing overall system recovery will be a priority. There are several emerging technologies that are being implemented throughout Southern California that are aimed at increasing desalination recovery. The first recovery concept involves the installation of a separate 3rd stage recovery reverse osmosis (RO) system. This 3rd stage is unique in that it has a distinctly separate piping system from the upstream 2-stage RO system that allows for the 3rd stage to be maintained without shutting down the 2-stage RO system for maintenance. This allows the 3rd stage RO units to be run more aggressively and maintained more regularly, while 75% of the product flow maintains production regularly through the 2-stage RO system. This concept is in operation at WRD’s Leo J. Vander Lans Water Reclamation Facility and is achieving overall recoveries greater than 92.5% on microfiltered effluent.

Another concept is a variant of the 3rd stage recovery RO system, where the traditional 3rd stage RO unit is replaced with an emerging technology, such as closed-circuit desalination (CCD) from Desalitech (see Exhibit 5-5). The CCD semi-batch process recirculates the feed water until a target recovery is achieved, allowing the entire membrane surface to see the same level of salt, thereby minimizing the impact of localized scaling or fouling and increasing overall system recoveries. The Desalitech system has been tested by the City of Los Angeles, LACSD, Orange County Water District (OCWD), and Padre Dam Municipal Water District. These tests have shown water recoveries that can exceed 95%. Our project team led the pilot testing at Padre Dam and the City of Los Angeles and is working on the CCD’s inclusion in the full-scale design of the Padre Dam Advanced Water Treatment Facility (AWTF). Silica is often the sparingly soluble salt that limits recovery on both groundwater and microfiltered effluent RO systems and Desalitech has an abundance of data on maximizing CCD recovery to prevent silica scaling.

Additionally, other technologies exist, both traditional (nanofiltration) and emerging (Hero process), that will be considered for each treatment site identified. Our project team worked with LACSD in the planning stages of their chloride removal project in the Santa Clarita Valley and considered a host of technologies for chloride/TDS removal. These included interstage lime softening (pellet reactor), electrodialysis reversal (EDR), ion exchange, and even thermal distillation. While these technologies are often ruled out due to cost or other constraints, each project’s drivers are unique, and consideration of these technologies should be given in the event other factors make them more favorable (e.g. hauling brine can lead to high cost, high recovery treatment designs).

Our team’s past experience with system recovery can be leveraged to develop treatment trains that would position WRD for the successful implementation of its regional desalter facilities.

**Conveyance System Analysis**

The following approach will be used for the conveyance system:

- **Data Gathering.** With multiple stakeholders and distribution systems, gathering sufficient data for each system in a timely manner will be critical for maintaining the project schedule. To avoid potential impacts to the schedule, the project team will submit its data request list at the project Kickoff Meeting. No field work to determine system flows and operating pressures for Stakeholder systems is planned for this project.

- **Hydraulic Model Development.** The Team will use InfoWater or WaterGEMS software to develop a water distribution model to evaluate the proposed delivery alternatives identified in the ten most feasible potential projects. Only the potential distribution system(s) between the proposed Brackish Water Reclamation Facilities and the existing stakeholder distribution systems will be modeled. The existing stakeholder distribution systems will be represented by demand nodes and tanks at proposed connection points to analyze the blending of treated water with stakeholder water to meet local retailers’ product water quality (PWQ) requirements.

- **Hydraulic Model Analysis.** After the distribution model is developed with the potential distribution system(s) and is operating satisfactorily, the Team will perform up to three modeling runs to refine distribution system sizing – to include booster pumps, piping and onsite storage capacity – for each of the ten most feasible potential projects.
• **Summary of Recommendations.** The distribution system approach will be summarized for the CSDPR, along with preliminary recommendations for pipeline material and class; a high-level analysis of potential pipeline corrosion; storage requirements; power requirements; right-of-way, easement and local agency coordination requirements and potential challenges; and LA County Department of Public Health regulatory requirements; proposed alternative implementation schedule and costs.

**Potential Project Screening – The Final Five**

The RFP, Subtask 1H deliverables including 3D renderings, plan view layouts, existing utility drawings, transportation arteries, site access, site utility plan, grading plan, etc. of the 10 shortlisted sites. CH2M proposes that a MODA analysis be performed on the ten shortlisted project options with the engineering generated in Subtasks 1C through 1G only, (project capacity, cost of treatment, conveyance and brine disposal, permitting considerations, etc.) and location/footprint of the 10 treatment options. The MODA analysis would use these criteria to narrow the list of potential projects down to “the final five,” which would each be ranked along with a list of positives and challenges for WRD and the stakeholders to consider. CH2M will produce the Subtask 1H list of deliverables for the final five projects only, and these final five project options would be analyzed further in subsequent tasks. As WRD indicated in the RFP and at the pre-proposal meeting, CH2M assumes that the analysis and findings related to Tasks 2 – 8 for each project will be similar or identical and can be duplicated for each project, with additional attention to the unique positives or challenges related to each project.

**5.1.2 Task 2 - Power Supply Plan (PSP)**

An inventory of power demands and corresponding schedule will be provided based upon previous utility bills or projections of system demand to yield a power demand profile around which generation and procurement alternatives can be evaluated. Depending on the extent of new transmission infrastructure that may be required, a decision to purchase electricity from Southern California Edison (SCE), a community choice aggregation (CCA) or a wholesale market broker may offer the lowest project construction cost. If generation assets are not installed, the required area to house a new plant will also be smaller. On-site generation can offer cost control and resilient service options to minimize outage potential. Operational constraints must be considered, but CH2M will also evaluate strategies to take advantage of utility service options that offer the lowest electric rates or time-of-use tariffs to reduce the annual cost of electricity. We will use a screening level analytical approach of purchased and power generation options to identify the most cost-effective total life cycle cost solution (see Exhibit 5-7).

Generation options, including purchased, and conventional on-site and off-site generation options will be screened for meeting the needs of the overall energy strategy in comparison or to supplement purchased electricity. While these assets may add to the cost of project construction and/or the physical size of the facility, a generation solution designed specifically for the purpose of reducing plant life cycle cost could provide the best overall long-term value to WRD. The implementation of renewables or high-efficiency cogeneration systems can also mitigate greenhouse gas emissions, thereby reducing the total emissions allowance that need to be permitted by the California Air Resources Board or the carbon offsets that may be required to move toward carbon neutrality.

In addition to life cycle cost and sustainability, the CH2M team will also identify the reliability and availability of each power supply option considered. For example, plant facilities with generation assets can be designed to protect the plant from outages when the electric utility is experiencing a fault or is otherwise unable to deliver power. For facilities primarily consuming purchased power, backup generators may be considered. For self-generation, the CH2M team will outline the required permits and transmission interconnection studies that will ultimately be required to obtain the necessary permits and agreements required to operate the proposed facility.

Our final PSP deliverable will include a narrative report of our project power generation screening assessment, identifying the calculated demand profile as well as the power supply alternatives evaluated and the operational strategies showing the best potential for minimizing the annual cost of electricity as an operating expense. The conclusions and executive summary of our report will also contain an evaluation matrix which ranks each alternative based on life cycle cost, reliability, sustainability and other metrics such as space requirements. The project schedule will show the duration and sequence of tasks required to deliver the recommended solution, including design, permitting, bidding, equipment procurement and delivery, construction, and testing/commissioning. This task will be led by Chris Farr, and supporting personnel include Brett Romero and Morgan Sutton.

**5.1.3 Task 3 - Project Entitlements and Acquisition Plan (PEAP)**

The success of the Regional Brackish Water Reclamation Program (Program) hinges on understanding the governance structure of involved agencies and employing winning strategies to build consensus among stakeholders. After the five (5) potential projects are identified and approved by WRD and the Stakeholder Group, our team will conduct the following analysis:

- CH2M will provide an analysis of each agency’s governance rights and limitations and a pathway with recommendations to governance concepts as we understand the critical success factors for the Program. The analysis will include (1) governance structure, (2) existing groundwater adjudication and operating a facility(s) within/outside the existing jurisdiction (3) water rights (4) partnership challenges and
options, (5) additional information pertinent to developing a successful program. In this analysis, we will also include a review of the existing institutional arrangements, for example for the Goldsworthy and Brewer Desalters. In addition to preparing a plan for securing the regulatory approvals and permits, our team will provide proposals for institutional arrangements which may involve multiple parties depending on the project location and attributes.

- **Our team will provide a supporting survey for one potential project.** Supporting survey will take into consideration the proposed site layout and footprint of the preliminary construction laydown areas. The supporting survey will be a detailed photogrammetric site survey for the preferred project alternative that will include aerial digital orthophotography with $1” = 40”$ 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.

- **Distribution System Easements and Right of Way for the preferred product water pipeline route for one potential project:** Based on conceptual designs for proposed facilities, our team will perform an analysis to identify the required property and rights necessary to construct, operate and maintain proposed treatment facilities and appurtenant infrastructure (including distribution and conveyance systems). This analysis will consist of overlaying proposed designs on existing property ownership and easement data obtained from public records, real estate databases and information provided by the Stakeholder Group.

- **Acquisition Schedule:** In addition to identifying potential acquisition challenges, we will prepare a schedule of proposed right of way and easement acquisition activities including real estate appraisals, negotiations, anticipated eminent domain proceedings if required and final possession/close out.

CH2M shall develop a PEAP that shall be a chapter in the overall Feasibility Study final report. This task will be led by Jagjit Kaur.

### 5.1.4 Task 4 - Environmental Review Plan (ERP)

The approach for preparing the Environmental Review Plan (ERP) includes the completion of a high-level environmental screening, using GIS data review and assessment, to identify potential environmental issues for the five project alternatives.

The screening will have an emphasis on biological and land use resources, with a focus on potential significant environmental impacts and permit issues related to federal and state resource protection laws, sensitive habitats, water features, and land ownership. Other environmental resource areas, such as aesthetics, air quality and greenhouse gas emissions, hazards and hazardous materials, hydrology, geologic hazards, water quality, noise, cultural resources, initial coastal act compliance review, traffic and circulation, recreation, power use, and cumulative impacts, will also be included in the high-level screening.

The ERP, which will incorporate the results of the high-level environmental screening, will identify potential environmental issues for each of the project alternatives, anticipated California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) environmental review (i.e., CEQA: Categorical Exemption, Mitigated Negative Declaration or Environmental Impact Report; and/or NEPA: Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement). The ERP will also identify anticipated technical support studies (e.g., field surveys, literature searches, emissions calculations, visual simulations, etc.) and schedule implications. This includes identification of long-lead items, such as rare plant and wildlife protocol surveys, that have season specific scheduling requirements.

The ERP, which will become a chapter in the Feasibility Study Final Report, will provide project decision makers with an environmental basis to support overall project alternative selection and planning, scheduling and implementation. The results of the high-level environmental screening will also assist the project team with identifying opportunities to avoid (for example, rerouting a proposed service pipeline, etc.), minimize, or mitigate identified environmental issues and, therefore, reduce potential schedule impacts.

This task will be led by Cindy Salazar who has noted that one possible constraint is that the high-level environmental screening will consist of a desktop review and GIS overlay of publicly available data. The findings of the review will not be field validated; this may result in a gap in the evaluation, which could affect the conclusions and findings presented. We have included suggestions in Task 11 of this proposal to address this.

### 5.1.5 Task 5 - Project Permitting Plan (PPP)

The approach for preparing the Project Permitting Plan (PPP) includes a regulatory review of applicable federal, state and local regulatory and permitting requirements. A narrative description, including regulatory framework and approval agency, would be provided, followed by a summary of permit application requirements, associated technical studies, estimated acquisition timeline, and agency fees. In addition to the permits listed in the RFP, injection well permitting will be required and Clean Water Act 404 and 401 permits/certifications may be required should project features or ancillary facilities affect jurisdictional waters.

The PPP will use the details provided in developing the ERP (Task 4), including the results from the high-level environmental screening, to identifying potential environmental constraints that could necessitate acquisition of environmental permits. This review would also identify potential constraints, such as local noise ordinances, that could limit construction and/or operation activities or could require a design feature to minimize potential effects. Matt Gordon will lead this task, with support from Tracy Egoscue. The PPP deliverable will be presented as a chapter in the overall Feasibility Study report.
5.1.6 Task 6 - Facility Operations and Maintenance Plan (OMP)

CH2M has operated potable water treatment plants in California since the early 1990s and is the ideal consulting firm to compose the Facility Operations and Maintenance Plan (OMP). This task will be led by Brian MacDonald. Brian has been the plant manager of the 100-mgd Twin Oaks Valley (potable) Water Treatment Plant in North San Diego County California for 10 years and has 38 years in the potable water industry. He is fluent with the drinking water regulations in California, including requirements for treatment plant operations staffing and reporting requirements. Brian will work and coordinate directly with Steve Alt and Amanda Heise on this task, with these three individuals executing the majority of this work.

Different operational options will be examined to provide operations scenario(s) that will benefit WRD and the Stakeholders. The appropriate California Regional Water Quality Control Board (CRWQCB) representative will be consulted once staffing levels have been determined to ensure that they are adequate. Brian will work with the CRWQCB to establish the reporting requirements in terms of analyte and frequency of sampling, for each treatment option, as well as the certified laboratory that can used for analysis. Brian will use his experience to develop the appropriate support facilities for each treatment option including office space for O&M personnel, laboratory space and required equipment, maintenance and storage areas, among others.

The requirements for plant staffing in terms of number of personnel and labor rates will be input into the CPES life cycle costing module, developed individually for each treatment option. CPES will accurately and efficiently produce the O&M budget for each treatment option including anticipated energy, chemical, replacement and repair, and staffing costs. All information developed in this task will be included in the Facility OMP that will be included as a chapter in the Feasibility Study Final Report.

5.1.7 Task 7 - Project Costs and Funding Plan (PFP)

Once we have established the facility requirements for each of the project options, we will rely on CPES, our parametric cost estimating tool, to develop reliable construction and O&M cost estimates at this planning level. The CPES cost estimates for each of the five project options will be reviewed by the CH2M professional cost estimating group for scope and accuracy enhancement. Project financing options will be identified and evaluated. In addition, the analysis will also look at the potential for repayment of any loans that could be funded through revenue bonds.

Potential grant funding options that are available to offset the development cost of each Potential Project will be identified from local, state and federal grant databases. In addition to grant options, programs such as the US EPA Water Infrastructure Finance and Innovation Act (WIFIA), which provide subsidized loans for water infrastructure, will also be reviewed and evaluated as a potential source of funding for each Potential Project. In addition to identifying and evaluating the appropriateness and availability of these grant options, the analysis will also look at the potential for low-interest loans at the local, state, and federal levels. The repayment of these loans through revenue bonds will also be evaluated.

A life-cycle cost analysis (LCCA) spreadsheet model will be developed that will allow cost comparisons between the five Potential Projects. Futuma Yusuf will lead this task.

5.1.8 Task 8 - Project Delivery Plan (PDP)

CH2M has been successfully performing Project Delivery Plans (PDP) for client projects throughout the U.S. including the West Basin Municipal Water District (WBMWD) Ocean Water Desalination Project. The lead staff of the WBMWD PDP included Mike Matichich who covered financing and the Value for Money (VfM) Analysis and Leofwin Clark who covered delivery options. Leofwin will lead this overall task.

The CH2M Team will start by identifying key WRD and Stakeholder project issues, prioritizing them using an interactive, transparent scoring methodology, and using these project issues as a basis for evaluating project delivery method options. Each project delivery method advantage and disadvantage will be described, including an assessment of how they relate to the prioritization of key project issues. The pros and cons of each method, including a ranking developed for each approach, will be graphically displayed. California has legislation enabling alternate product delivery (i.e., SB 785 and PL 5956). SB 785 authorizes a special district operating wastewater facilities or water recycling facilities to utilize the design-build project delivery method on public works projects exceeding $1 million. PL 5956 is very general and allows agencies to employ design-build-operate-finance-maintain (DBOFM) or any combination thereof. CH2M is very familiar with this legislation and has worked with numerous legal entities to determine applicability on projects.
Next, a risk analysis will be performed to identify potential contingencies in alignment with the delivery model that is most suited to the appropriate assignment of a given risk. Exhibit 5-8 illustrates the basic components of the risk management process used on dozens of successfully delivered CH2M projects. This risk analysis approach results in a confidence window for various parameters: costs, constructability, level of protection, and reliability. The CH2M Risk and Opportunity Management Tool (ROMT) considers both programmatic and project-specific risks. The ROMT will be used to develop a risk profile that will 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 with regards to sequence of design, construction, and operation and other pertinent parameters relevant to assessing risk.

The final element of determining the preferred delivery model is to use the life cycle costs of the selected options, refined to include additional costs for permitting, planning and development. CH2M will then conduct a VfM business case evaluation. Exhibit 5-9 is a graphical representation of the VfM analysis on the 20-mgd WBMWD Ocean Desalination Program for five delivery method options that were shortlisted in an earlier phase of that project. The figure illustrates that the VfM will aid the decision process between traditional and alternative delivery options, by comparing the life-cycle costs of the various options, including risk transfers that occur with some delivery models.

Exhibit 5.9 - Example VfM Analysis

With the project priorities identified, risks quantified and assigned, and the VfM results in hand, a preferred project delivery method will then be selected based on a comparison against common screening criteria. CH2M will then develop a project delivery schedule, in MS Project, for the preferred project option, including a narrative identifying the assumptions made in developing the schedule, and a potential impacts analysis should any of the assumptions potentially face legal or regulatory challenge. CH2M will include all information developed in this task into a PDP that will be included as a chapter in the Feasibility Study Final Report.

5.1.9 Task 9 - Feasibility Study Final Report

CH2M will deliver a Feasibility Study Final Report for the project that will be polished by CH2M technical editors and graphics personnel, led by Lisa Daugherty. The final report will be geared towards subsequent use as a basis for the full-scale project and the CEQA/NEPA process and will have a clear and concise Executive Summary that communicates the major elements of each chapter, including concerns, proposed solutions and recommendations. At a minimum, the PSP, PEAP, ERP, PPP, OMP, PFP, PDP will constitute individual chapters of the Final Report. 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.
5.1.10 Task 10 - Project Management and Grant Administration

As the project management team, Steve Alt and Amanda Heise will rely on more than 20 years of experience as consulting engineers. The approach to project management on the WRD Regional Brackish Water Reclamation Program Feasibility Study will employ:

- Frequent and proactive communication with the WRD Project Manager to inform of the project status and to avoid surprises.
- A program kick-off meeting between CH2M and WRD staff that will clearly and completely establish project goals and objectives, change management procedures, potential project issues and challenges to avoid, in addition to project management procedures including communication, reporting and documentation protocols.
- An Earned-Value-Analysis approach that integrates the schedule and budget that clearly indicates the potential for budget overruns in advance so that corrective action can be taken in a timely manner.
- A rigorous schedule management approach to instill a sense of urgency to drive the schedule while allowing for the necessary time for stakeholder interaction and delivery of top quality work products.
- An interactive approach to quality management that aligns people, processes, and performance around client goals and objectives will enable the team to meet or exceed WRD’s expectations. This approach includes three key elements: Quality objectives, a Quality Management Plan (QMP) that includes expectations for management of budget, schedule, risks, scope, change, contract compliance, resources, reporting, documentation, communication, and other metrics, and the use of Appropriate Senior Technical Experts, led by Steve Alt and coordinated by Amanda Heise, to properly scope the work, collect and analyze data, and prepare defensible recommendations that can achieve the District’s objectives and be implemented and permitted cost-effectively.

In addition to the above tools and processes, we will adhere to specific items described in our RFP under Exhibit A, Task 10: Project Management, including development of a baseline CPM schedule in Microsoft Project format, submitting monthly progress reports, conducting monthly progress meetings and invoicing requirements, and submitting semi-annual progress reports. Lastly, CH2M will handle the Proposition 1 grant administration, which is anticipated to include quarterly reports covering expenses/invoices and summaries of task completed each quarter. As a result of our project management approach, WRD will stay informed to keep the project on budget and on schedule while making sure that the project objectives are met.

5.1.11 Task 11 - Optional Tasks as Proposed by Consultant

CH2M believes that the following items would enhance the reliability and defensibility of the Feasibility Study. We have provided costs for some of these optional tasks in Exhibit 11-3, and the others we would like to discuss with WRD.

Additional Stakeholder Group Meetings

While the scope of work indicates that the Stakeholder Group will participate throughout the project at monthly progress meetings, WRD may want to consider adding two additional WRD and Stakeholder Group meetings at: (1) the mid-point of the project, and (2) prior to finalization of the feasibility report. These meetings would allow for input from the Stakeholder Group on the evaluation of alternatives and the narrowing, where possible, of feasible options. In each case, the meetings would: (1) review the application of criteria developed in the kick-off meeting, identify and discuss alternatives deemed infeasible based on those criteria, and confirm the shortlist of alternatives recommended for further investigation and evaluation. Formal Stakeholder Group participation in the interim decision-making process heading towards a manageable list of feasible alternatives will help ensure support for the final report. Additional cost of these two stakeholder meetings includes meeting minutes and summaries from each meeting as deliverables.

CH2M will utilize the VOYAGE and MODA tools for the initial project option screening in task 1D. It is recommended that once the framework of the tools has been developed and initial results have been generated, that CH2M conduct a review meeting with WRD and the Stakeholders to get their input before the final analysis is executed. Additional cost of this meeting includes meeting minutes and summaries.

Governance

To enhance the effectiveness of a governance structure the CH2M Teams recommends consideration of formally constructing an Infrastructure Advisory Committee (IAC) to include at a minimum the LACSD Chief Engineer/General Manager and the MWD General Manager or their staff designees. LACSD participation is essential for the role their system will play in brackish water disposition or possibly a Water Replenishment District Advisory Committee (WRAIC) to include at a minimum the LACSD Chief Engineer/General Manager and the MWD General Manager.

Interested Party Facilitation

Building on facilitation that will have already occurred, CH2M is recommending additional facilitation with other key interested parties. Identification and development of synergies between interested parties, such as LACSD, local cities within the service area of the PUC regulated water providers, non-governmental organizations, will ensure continued progress toward a successful project outcome.
Additional Facility Discharge Alternatives

Task 1F includes investigation of facility discharge alternatives including LACSD sewering, existing and/or new ocean discharge tunnels/outfalls and zero liquid discharge. CH2M suggests that the list be expanded to include the following options:

- **Storage and disposal:** The LACSD cost structure for discharge to the sewer is based on flow, chemical oxygen demand, suspended solids and peak flow. The last factor does not apply between the hours of 10pm and 8am. For all other hours of discharge the peak flow charge applies to >30-minute duration flows and the ratio of peak to average flows. This added cost for peak flow presents the possibility of a cost-effective option in the form of flow equalization. The CH2M-CH2 team will determine the cost of a flow equalization / peak storage system for a constant 24-hour discharge and a system discharging peaks between the hours of 10pm and 8am. This cost will be compared with the cost of an unhindered operation incurring LACSD peak flow charges and the optimum system presented to WRD for consideration.

- **Connection to the JWPCP outfall:** A majority, if not all of the potential project sites identified will be tributary to the sewer collection system flowing to the LACSD Joint Water Pollution Control Plant (JWPCP). This treatment complex has a design capacity of 400 mgd average dry weather flow and provides full secondary treatment with organics residual treatment, power generation and effluent routing through two tunnels leading to an outfall - diffuser system discharging into the Pacific Ocean at a depth about 200 feet and a distance of 1-1/2 miles off White Point on the Palos Verdes Peninsula. The JWPCP influent contains brackish discharges from a number of sources including WRD’s Robert W. Goldsworthy facility in the City of Torrance and WBMWD’s Juanita Millender McDonald Facility in the City of Carson. The brine from the former is delivered through the tributary influent sewers and that from the latter is directly piped to the JWPCP tunnel / outfall system. Either option meets California Ocean Plan standards and should be available to all of the potential WRD projects identified in this feasibility study, but a final positive decision will require close communication and detailed technical work with the LACSD staff. For direct discharge to the LACSD effluent, capacity is not a determining factor, but routing and distance are most important. In both cases connection and discharge permits from the entity owning the local sewer line tributary to the LACSD and the LACSD, or with the LACSD alone if directly connected to their system, must be obtained. The permit costs will include a connection fee or capacity purchase and annual O&M charges. There could be opportunities for connection fee cost savings with a direct connection to the LACSD effluent tunnels.

- **Wetland treatment:** CH2M designed a brine concentrate wetland treatment system for the Oxnard IPR project.

- **Evaporation ponds:** Will require double-lining in California which will be expensive, but should be investigated.

- **Deep well injection:** Should also be investigated

**Life Cycle Costs of the Ten Shortlisted Potential Projects:**

CH2M recommends that once the facility requirements have been established for each of the ten short-listed project options, we utilize CPES, our parametric estimating tool, to quickly and efficiently develop reliable construction and O&M cost estimates for each of the options. This cost information will be used to conduct a preliminary financial impact analysis to assist in narrowing down the final five project options.

**Additional Environmental Services**

- **A general reconnaissance level biological survey:** This would include field work and a biological survey memo as well as a California Historical Resources Information System (CHRIS) cultural literature search would eliminate some potential gaps in the Environmental Review Plan. Additional cost of this work includes the results added to the ERP.

- **An ERP and PPP:** The ERP and PPP would identify appropriate environmental review documentation, environmental support technical studies, and permits/approvals anticipated for each project alternative. Following selection of a project alternative by WRD, CH2M would be pleased to submit a scope and associated budget for completion of CEQA and/or NEPA environmental review documentation, environmental support technical studies, and preparation of permit applications and permit acquisition. Because of the wide level of effort variability associated with the type of environmental review documentation (e.g. EIR vs. MND) and potential permits required, cost is not included.
## WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
### PROFESSIONAL SERVICES FOR REGIONAL BRACKISH WATER RECLAMATION PROGRAM FEASIBILITY STUDY

### TASKS

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<th>TASKS</th>
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<td>May</td>
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<tr>
<td>1 – Conceptual System Design and Program Requirements</td>
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<td>WRD Program Kick-off Meeting</td>
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<td>3 – Project Entitlements and Acquisition Plan</td>
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<td>4 – Environmental Review Plan</td>
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<td>5 – Project Permitting Plan</td>
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<td>6 – Facility Operations &amp; Maintenance Plan</td>
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<td>7 – Project Costs and Funding Plan</td>
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<td>8 – Project Delivery Plan</td>
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<tr>
<td>9 – Feasibility Study Final Report</td>
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<tr>
<td>10 – Project Management and Grant Administration</td>
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**Legend:**
- = Workshop
- = Meeting/Review
- = Final Report
EXHIBIT B
CONSULTANT RATE SCHEDULE

1. Consultant shall be compensated for actual services performed in accordance with this Agreement, per the fee schedule attached hereto as Exhibit B-1.

2. A budgetary amount of $1,399,828.00 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
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<tr>
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**Total Hours:** 1,080

**Total Costs:** 1,133

**Total Billing Hours:**

**Total Billing Costs:**
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: ________________________________
Project Name: ________________________________

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

Endorsement(s)

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

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

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

☐ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
MEMORANDUM
ITEM NO. 13

DATE: MAY 16, 2018
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE AMENDMENT NO.1 TO PROFESSIONAL SERVICES CONTRACT WITH ENVIRONMENTAL CONTROLS BUILDING SERVICES FOR ADDITIONAL JANITORIAL SERVICES

SUMMARY
In February 2017, the District entered into a three year Professional Services Contract (Contract) with Environmental Controls Building Services to provide janitorial services for three District owned facilities: WRD Headquarters, WRD Field Operations and Storage Annex Facility, and WRD Storage Facility. Since the execution of the contract, additional janitorial services are needed for the Goldsworthy Desalter Facility and Leo J. Vander Lans Advanced Water Treatment Facility. The proposed fee per month for the two additional facilities is as follows:

1. Goldsworthy Desalter Facility (20520 Madrona Ave, Torrance, CA):
   $150/month plus initial cleanup fee of $435.00
2. Leo J. Vander Lans Facility (7380 Willow St., Long Beach, CA):
   $240/month plus initial cleanup fee of $625.00

The 10% contingency allowance of $9,036 which was approved with the original contract is not enough to cover this additional scope of work through the end of this contract’s term which ends on January 31, 2020, therefore a contract amendment is needed for an additional $1000.00, and for this additional scope of work.

FISCAL IMPACT
Fiscal impact is for an additional not to exceed amount of $1,000.

ADMINISTRATIVE COMMITTEE RECOMMENDATION
The Board of Directors authorize Amendment No.1 to Professional Services Agreement No. 913, subject to approval as to form by District Counsel, with Environmental Controls Building Services for a not to exceed contract amount of $10,036.00, and the additional scope of work.

Attachment:
Draft Amendment No.1 to Contract No. 913 with Environmental Controls Building Services
AMENDMENT NO. 1 TO CONTRACT NO. 913
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
ENVIRONMENTAL CONTROL BUILDING SERVICES,
ENVIRONMENTAL CONTROL OF GREATER ORANGE COUNTY

This Amendment No.1 to Contract No. 913, is made and entered into this 16th day of May, 2018 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Environmental Control Building Services, Environment Control of Greater Orange County, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. 
RECITALS

A. WHEREAS, On February 1, 2017, a certain agreement, hereinafter referred to as Contract No. 913 (“Agreement”), was executed between the District and Consultant for janitorial services; and

B. WHEREAS, District and Consultant desire to enter into this Amendment No. 1 to the Agreement in order to revise the scope of work and increase the budgetary amount, as set forth below.

II. 
AMENDMENT

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

1. Scope of Work: The existing Scope of Work of the Agreement is hereby revised to include the additional scope, attached hereto as Exhibit “B” and incorporated herein by this reference.

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed Ten Thousand Thirty-Six Dollars ($10,036.00).

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

ENVIRONMENTAL CONTROL BUILDING SERVICES,
ENVIRONMENTAL CONTROL OF GREATER ORANGE COUNTY,
("CONSULTANT")

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<tr>
<th>Signature</th>
<th>Print Name</th>
<th>Title</th>
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WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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<th>Print Name</th>
<th>Title</th>
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<tr>
<td>John D.S. Allen</td>
<td>President, Board of Directors</td>
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<tr>
<td>Willard H. Murray, Jr.</td>
<td>Secretary, Board of Directors</td>
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Approved As To Form LEAL, TREJO APC

Atorneys for the Water Replenishment District of Southern California
EXHIBIT “A”
PROFESSIONAL SERVICES AGREEMENT
ENVIRONMENT CONTROL BUILDING SERVICES, ENVIRONMENT CONTROL OF GREATER ORANGE COUNTY

This Professional Services Agreement (the “Agreement”) is made and entered into this 2nd day of February, 2017, by and between the Water Replenishment District of Southern California (“District”) and Environment Control Building Services, Environment Control of Greater Orange County (“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 February 1, 2017 and shall end on January 31, 2020 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 **Termination by District**

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

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

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

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

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

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

3.3 Invoices. Consultant shall submit monthly invoices to District for services performed and expenses incurred during the preceding month. District shall process Consultant’s invoice upon receipt and issue any undisputed payment in a timely manner. Consultant’s invoices shall separately identify all personnel for whose services payment is sought, the services performed, and all expenses for which reimbursement is requested. As a condition precedent to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought. District shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by District as a result of Consultant’s breach of this Agreement or Consultant’s negligence.
4. **Consultant’s Obligation to Provide Notice of Changes.** Consultant shall provide written notice to the District no later than twenty (20) days after the occurrence of any event (including any direction by the District) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant’s failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

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

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

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

8. **Consultant’s Status.** Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.
8.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the District for any taxes, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant’s employees, is an employee rather than an independent contractor of District.

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

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

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

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

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

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

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

12.1 **Required Policies.**

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

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

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

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

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

12.2 **Required Terms.**

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

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

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

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

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

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

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

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

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

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

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

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

15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.
16. **Equal Opportunity.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

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

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

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

If to the District:

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

If to Consultant:

Environment Control Building
Services, Environment Control of
Greater Orange County
Duane Romo
570 W. Lambert Road, Suite A
Brea, CA 92821
Phone: (714) 494-2487
Fax: (714) 529-5442

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

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

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

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

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

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

[Signature]

Robb Whitaker  
Print Name  
General Manager  
Title

**ENVIRONMENT CONTROL BUILDING SERVICES, ENVIRONMENT CONTROL OF GREATER ORANGE COUNTY ("CONSULTANT")**

[Signature]

Duane Romo  
Print Name  
General Manager  
Title

Approved As To Form  
LEAL, TREJO LLP

[Signature]  
Attorneys for the Water Replenishment District of Southern California

Water Replenishment District of Southern California

Environment Control Building Services, Environment Control of Greater Orange County Professional Services Contract
EXHIBIT A
SCOPE OF WORK
REQUEST FOR PROPOSAL

Professional Janitorial Services for the Water Replenishment District Administration Buildings

Issued: December 7, 2016

Site Visits can be arranged by contacting the District before submitting bids:
Water Replenishment District
4040 Paramount Blvd
Lakewood, CA 90712
(562) 921-5521
Charlene King, cking@wrd.org

Deadline for Questions Regarding this RFP:
Thursday, January 5, 2017, at 12:00 p.m.
Melody Wu, Project Administrator
E-mail: mwu@wrd.org

PROPOSAL DUE:
Tuesday, January 10, 2017 at 3:00 p.m. Local Time

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

Request For Proposal

Professional Janitorial Services for the Water Replenishment District Administration Buildings

SCOPE OF SERVICES: The Water Replenishment District of Southern California (WRD) is seeking proposals from qualified firms to provide Professional Janitorial Services for a term of three (3) years. The service provider must be reputable, bonded, and capable of furnishing the required materials, equipment, machinery, supplies, tools, apparatus, incidentals, labor and supervision necessary to provide superior interior and exterior cleaning and building maintenance services for all of the WRD facilities as defined in this RFP document. This shall include but not limited to the following: carpet cleaning supplies and custodial tools. This shall not include supplies normally supplied by the District such as paper towels, toilet paper, seat covers, trash bags, cleaning supplies, disinfectant etc.

WRD has three facilities that are in need of complete janitorial services. The first is the main headquarters building located at 4040 Paramount Blvd., Lakewood CA. The second is the recently acquired facility at 3919 Paramount Blvd., Lakewood CA. The third is a storage facility located at 3673 Industry Ave. Ste. 106, Lakewood CA. The number of locations is subject to change and WRD reserves the right to either add or delete locations, square footage and/or frequency of services(s).

INSPECTION: Contractors/Proposers are encouraged to inspect the WRD facilities before submitting bids. Site visits can be arranged by contacting: Charlene King, Water Replenishment District, 4040 Paramount Boulevard, Lakewood, California 90712, at (562) 921-5521 or email at cking@wrdd.org. Please note that appointments for inspection are not available December 19, 2016 through January 1, 2017.

QUESTIONS REGARDING THIS RFP: All questions regarding the technical aspects or general requirements/provisions of this Request for Proposal (RFP) must be directed in writing to Melody Wu, Project Administrator, via e-mail: mwu@wrdd.org, by no later than Thursday, January 5, 2017, at 12:00 p.m. Questions received from prospective proposers and responses from WRD will be formally documented in a Question and Answer (Q&A) table that will be posted on the WRD website: http://www.wrdd.org/business/water-replenishment-business.php. The Q&A table will be updated regularly as questions are received from prospective proposers.

DEADLINE FOR PROPOSALS: Three (3) hard copies of the proposal must be received in a sealed envelope by WRD no later than Tuesday, January 10, 2017 at 3:00 p.m., or such later time that WRD may announce by addendum to proposers at any time prior to the submittal deadline. The envelope shall be plainly marked on the exterior.
"PROPOSAL FOR PROFESSIONAL JANITORIAL SERVICES FOR THE WRD ADMINISTRATION BUILDINGS" and with the name and address of the Proposer. Envelopes containing proposals will be time stamped upon receipt by WRD.

Proposals must be in writing and must be received at the District’s offices by 3:00 p.m. on Tuesday, January 10, 2017 via U.S. Mail, Fed. Ex., UPS or in person:

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.

Proposals must specify a monthly lump-sum amount for a 3-year contract term. The prices and terms of all proposals must be valid for a minimum of 90 days from January 10, 2017.
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REQUEST FOR PROPOSAL

Professional Janitorial Services for the Water Replenishment District Administration Buildings

The Water Replenishment District of Southern California (WRD or District) is seeking proposals from experienced and qualified firms (also referred to as “Consultant” or “Proposer” herein) to provide professional janitorial services for the WRD Administration Facilities. WRD intends to evaluate the proposals received and enter into a Three Year Professional Services Agreement (Contract) with the qualified Consultant. This contract will be for the period beginning February 1, 2017 through January 31, 2020.

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

1.0 INTRODUCTION

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

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

2.0 BACKGROUND

WRD has three facilities that are in need of complete janitorial services. The first is the main headquarters building located at 4040 Paramount Blvd., Lakewood CA. The second is the recently acquired facility at 3919 Paramount Blvd., Lakewood CA. The third is a storage facility
located at 3673 Industry Ave, Ste. 106, Lakewood CA. The number of locations is subject to change and WRD reserves the right to either add or delete locations, square footage and/or frequency of services(s).

3.0 SCOPE OF WORK

The Water Replenishment District of Southern California (WRD) is seeking proposals from qualified firms to provide Professional Janitorial Services. The service provider must be reputable, bonded, and capable of furnishing the required materials, equipment, transportation, machinery, supplies, tools, apparatus, incidentals, labor and supervision necessary to provide superior interior and exterior cleaning and building maintenance services for all of the WRD facilities as defined in this RFP document. This shall include but not limited to the following: carpet cleaning supplies and custodial tools. This shall not include supplies normally supplied by the District such as paper towels, toilet paper, seat covers, trash bags, cleaning supplies, disinfectant etc.

Frequency: Contractor shall provide full janitorial services to the District’s Headquarters building, Field Office Annex, and the District’s storage facility as detailed in Section 12 below. All service shall be provided before or after regular office hours or on weekends or holidays. The District’s regular hours are Monday – Thursday 7:30 a.m. – 5:30 p.m. and Fridays 8:00 a.m. – 5:00 p.m. The contractor shall in no way interfere with the normal work of District employees. Cleaning shall not start earlier than thirty (30) minutes after end of normal business hours as related to each facility. These times are subject to change under the direction of the District’s Facility Maintenance Manager.

3.1 GENERAL REQUIREMENTS

The Janitorial Services contractor is responsible for the cleanliness and sanitization of the building. The description of each service area is to be used as a guideline. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the Janitorial Services contractor. Notwithstanding any other provisions of this proposal, the Janitorial Services contractor warrants that the services, equipment, and supplies furnished shall be of the best quality as specified in this RFP. Such warranties shall include performance, workmanship, labor, and materials.

3.2 PERFORMANCE STANDARDS

The contract specifications define the minimum level of services and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed those requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough cleaning of the facilities, not merely a surface cleaning.
3.3 KEY PERSONNEL

The contractor will provide an adequate number of experienced and trained personnel to perform under this contract and described in this Bid Request. All of Contractor’s employees shall be subject to review and approval by the District. The District reserves the right to request the removal of any employee who is deemed unacceptable for any reason. The Contractor must agree to assign specific individuals to the key positions and once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the District.

The Contractor shall be required to provide on-site, supervisory personnel. The supervisory personnel shall conduct inspections to determine what work is being performed in accordance with professional cleaning standards and established work schedules. Said supervisor must have the authority to respond immediately to situations upon request by the District. The Contractor shall provide qualified English speaking supervision in all areas of operations. The supervision shall work with District personnel in planning and scheduling.

Supervisory and janitorial employees shall be proactive in efforts to keep the District’s facilities clean and comfortable. Contractor’s employees shall take initiative in identifying, reporting and correcting all readily recognizable custodial and maintenance conditions, especially spot cleaning of spills, flooring, walls, glass surfaces, rest rooms and lobbies.

Unauthorized Personnel: Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the District and shall not be allowed to work in District facilities.

4.0 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 proposal shall be of such scope and depth to sufficiently describe and demonstrate the Proposer’s understanding of and approach to the projects.

4.1 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.

4.2 Cover Letter

A principal of the company authorized to commit the company 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.

4.3 Table of Contents

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

4.4 Company Background

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

4.5 Project Overview and Approach

Present a narrative overview of the Proposer’s understanding of the RFP requirements and the overall approach and the plan for accomplishing the work assignments.

4.6 Reference/Client List

The Proposer shall provide a list of five (5) current references of clients whom are being provided the same or similar type and size of service. The reference list shall also include in which janitorial services have been provided within the past three (3) years and shall provide a contact person, address and telephone number. The District at its discretion may contact the references for additional information. Failure to provide accurate contact information may be cause for rejection of the proposal as being nonresponsive. A description of type and extent of services provided for the project;

4.7 Project Team and Qualifications

Identify the Project Manager who will be WRD’s main point of contact and their contact information along with the names of key personnel that will be assigned to this contract.
Once a Contract has been executed, the Consultant must request approval of the District in advance of any new personnel being assigned to the project. The District reserves the right to reject or remove personnel performing services at any time for the duration of the Contract.

Specify the certification status of the company with respect to Local Business Enterprise (LBE), Small Business Enterprise (SBE), and Veteran Business Enterprise (VBE). The status of business enterprise is requested information in this proposal and will be used as criteria for proposal evaluation. Failure to include the completed form may be grounds for considering the proposal to be nonresponsive. Please refer to Section 9.6 for definitions of LBE, SBE, and VBE.

4.8 Conflict of Interest

Provide a statement that the Proposer, individuals employed by the Proposer, or firms employed by or associated with the Proposer, do not have a conflict of interest with the District. 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.

4.9 Statement of Insurance Acceptance

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 C. Present a statement or description regarding any litigation to which the firm is a party, any bankruptcy settlements, or unpaid judgments against the firm or its principals. Provide a statement as to whether the firm has defaulted on previous professional contracts.

4.10 District’s 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 C.

4.11 Monthly and Annual Contract

Use Exhibit A at the end of this document to complete. The proposal shall include a table showing the following information:
• A monthly lump sum value for the actual cleaning services performed at each location identified separately based on the list of routine cleaning schedules. Each location will be shown as a separate line item.
  - Location 1 – WRD Headquarters at 4040 Paramount Blvd.
  - Location 2 – WRD Field Annex at 3919 Paramount Blvd.
  - Location 3 – WRD Storage Facility at 3673 Industry Ave.

It is expected that the indicated monthly rates and special services rates will remain in effect for the duration of the Contract term unless otherwise specified and approved by WRD.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 Proposal Format

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

5.2 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.

5.3 Proposal Submittal Procedures

Three (3) hard copies of the proposal shall be submitted in a sealed envelope to WRD no later than the proposal due date and time indicated in this RFP. The envelope shall be plainly marked on the exterior “PROPOSAL FOR PROFESSIONAL JANITORIAL SERVICES FOR THE WRD BUILDINGS” 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

December 7, 2016
RFP for Professional Janitorial Services
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.

5.4 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@wrwd.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 11.4.

5.5 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.

6.0 PROCUREMENT SCHEDULE AND PROCESS

6.1 Solicitation Schedule

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

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<th>December 7, 2016</th>
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<td>Site Visit can be arranged only during this time by contacting the District prior to submitting bids</td>
<td>(December 8-15, 2016 and January 3-9, 2017)</td>
</tr>
<tr>
<td>Deadline for Questions Regarding this RFP</td>
<td>Thursday, January 5, 2017, at 12:00 p.m.</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Tuesday, January 10, 2017 at 3:00 p.m.</td>
</tr>
<tr>
<td>WRD Board Awards Contract</td>
<td>Thursday, January 26, 2017</td>
</tr>
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6.2 Selection Process

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

All responsive proposals will be evaluated by a selection committee formed by the District. The proposal shall be of such scope and depth to sufficiently describe and demonstrate the Proposer’s understanding, approach, and qualifications to successfully complete the scope of services described herein. Submittal of incomplete or vague responses to any section or subsection of this RFP may result in rejection of the proposal. Proposals will be evaluated, scored, and ranked based on the criteria specified in Section 9 of this RFP.

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

7.0 EVALUATION CRITERIA

Selection will be made on the basis of WRD’s judgment as to which proposal best serves WRD’s interest. The proposal will be evaluated on the basis of the following criteria:

- Janitorial Experience
- Project Costs
- Local and/or Small Business Enterprise (LBE/SBE)

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

The District may give preference in the evaluation of proposals to proposers that are certified as a LBE, SBE, and VBE. For purposes of this evaluation, the District may provide preference of up to 5% of the total evaluation points for companies certified as a LBE, SBE and VBE.

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

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

8.0 GENERAL PROVISIONS

8.1 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. The company 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 Company as part of its proposal.

8.2 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.

8.3 Term of Contract

Upon approval by the WRD Board of Directors, the District shall enter into a contract with a maximum term of three years with selected company.

8.4 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.
8.5 Termination

WRD may terminate the service contract 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 Company only for services provided up to the date of termination.

9.0 TERMS AND CONDITIONS

9.1 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.

9.2 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.

9.3 Proposal Validity Period

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

9.4 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.

9.5 Confidentiality

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

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

10.0 LEGAL POLICIES

10.1 Compliance

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

10.2 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 Company 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.

10.3 Public Releases

The awarded Company 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.

10.4 Business License

The Company 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.

10.5 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.
FIGURES
WRD Administration Locations

4040 Paramount Blvd.
3919 Paramount Blvd.
3673 Industry Ave. #106

Legend

1

3673 Industry Ave
3919 Paramount
4040 Paramount
Attachment A

WRD Standard Agreement for Professional Services
A PROPOSAL

INCORPORATING THE DISTINCTIVES OF ENVIRONMENT CONTROL . . .

Select Employees
Professional Training and Supervision
Consistent Quality Control
Performance Standards and Rewards
Local Ownership Concern

DEVELOPED ESPECIALLY FOR THE CLEANING NEEDS OF:

WATER REPLENISHMENT DISTRICT
ATTN: CHARLENE KING
4040 PARAMOUNT BLVD
LAKEWOOD, CA 90712
**MAINTENANCE SERVICE AGREEMENT**

**AREAS TO BE CLEANED** – All offices, cubicles, conference rooms, elevator, stairs, break rooms, Board room, all counters, restrooms, and lobby areas. (Includes WRD Headquarters at 4040 Paramount Blvd, and restrooms and common area trash at WRD Storage Facility at 3673 Industry Ave.) Note: WRD Field Annex at 3919 Paramount Blvd has a proposed figure in lieu of construction.

**FREQUENCY OF CLEANING**

3 nights per week in all offices, cubicles, conference rooms, elevator, stairs, break rooms, Board room, all counters, restrooms, and lobby areas.

<table>
<thead>
<tr>
<th>MAINTENANCE AGREEMENT</th>
<th>NIGHTLY</th>
<th>WEEKLY</th>
<th>MONTHLY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OFFICE AREAS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control floor appearance by vacuuming w/HEPA filter backpack vacuum.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Vacuum all carpeted runners.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VCT, Linoleum or Ceramic tile floors- Mop all floors with Spartan &quot;Clean by Peroxy&quot;.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Dust cleared surfaces of desks, telephones, chairs, tables, filing cabinets and other furniture.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Dust all chair rungs, bases, low moldings, window sills, picture frames and partition tops.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Empty all wastebaskets and relin as necessary.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Telephone receivers - Disinfect with Spartan &quot;Clean by Peroxy&quot;.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spot clean desks, counters and push plates.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drinking fountains- Clean and disinfect with Spartan &quot;Clean by Peroxy&quot;.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entrance doors - clean all door glass, handles and door threshold.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leave office furniture in neat, orderly fashion.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closet / Storage area - Maintain and leave in an orderly manner.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide a report of any security and or maintenance problems whenever noticed.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacuum all HVAC vents.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dust all blinds.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RESTROOMS</strong>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disinfect all floors with Spartan &quot;Clean by Peroxy&quot;.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean all mirrors and polish all bright metal.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disinfect all sinks, toilets, urinals and counter tops with Spartan &quot;Clean by Peroxy&quot;.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Special attention to dispensers, trash cans, and fixtures, as well as to adjacent walls, partitions and floor tile.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Refill soap, paper seat covers, toilet paper and other restroom dispensers and supplies.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>BREAK ROOMS / KITCHEN AREAS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disinfect all sinks, microwaves and counter tops with Spartan &quot;Clean by Peroxy&quot;.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spot clean fingerprints on the refrigerator/s.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spot clean the cabinet faces.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refill soap, towels, napkins etc.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control floor appearance by vacuuming or sweeping with chemically treated dust mop.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VCT, Linoleum or Ceramic tile floors- Mop all floors with Spartan</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
"Clean by Peroxy".
Clean and disinfect inside of refrigerator

<table>
<thead>
<tr>
<th>FLOOR CARE:</th>
<th>MONTHLY</th>
<th>QRTLY.</th>
<th>SEMI-AN.</th>
<th>YEARLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A Billed Separately</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WINDOW CARE:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A Billed Separately</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CARPET CARE:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A Billed Separately</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
OTHER BENEFITS

INSURANCE PROTECTION

Environment Control maintains Workers' Compensation and general liability insurance. Upon request, an insurance certificate, with our current coverages, will be supplied.

EQUIPMENT AND SUPPLIES

All equipment and supplies required to perform the proposed cleaning services will be provided by Environment Control. These items are of considerable value and will be stored on your premises. It is understood and agreed that space will be provided under lock and key.

CUSTOMER SUPPLY SERVICE

- All lighting, restroom, and additional materials requested (i.e., plastic trash can liners, deodorant blocks, sand for ashtrays, etc.) will need to be purchased by your firm.

- Environment Control has established relationships with local and national suppliers for these items. For your convenience, we will coordinate ordering, delivery, and billing when these materials are needed. A current price list is available at your request.

EMPLOYEE TRACKING

Our employees use state-of-the-art telephone time keeping software that allows us to track time spent at your office, and ensures proper coverage. This system requires our employee to use your telephone to call our tracking system, using caller ID to confirm the employee's current location.
INITIAL CLEANUP

To bring your facilities up to standards within 10 days, it will be necessary to charge an initial cleanup fee of $________, to be billed subsequent to our performance of the work. This will enable a special crew to complete the following:

GENERAL CLEANUP

• Wash and polish countertops and desktops in the office areas.
• Thoroughly vacuum and edge carpets, including moving and replacing any furniture that can be handled by one cleaner.
• High and low dusting.
• Spot clean walls around doors, switches, corners, and fixtures.
• Clean and sanitize telephones.
• Clean ceiling vents and louvers.

RESTROOMS

• Thoroughly sanitize restrooms, including washing walls and partitions, and cleaning and polishing chrome.
• Remove stains from toilet bowls, urinals, and basins.

FLOOR CARE

• Spot clean carpets in all office areas.

WINDOW CARE

• Clean all partition glass.
INSPECTION & QUALITY CONTROL PROGRAM

Our Inspection and Quality Control Reports are one aspect of our comprehensive quality management program and are a tool we use to ensure that your facility is kept consistently clean. These forms, in conjunction with personal visits by local management, provide a unique combination of verbal and written communication to ensure we provide consistent quality service, while expeditiously identifying those areas that need additional attention.

Below is a brief description of each form and how it is used. Samples of these reports are included on the following page:

INSPECTION REPORT – Used in conjunction with regular inspections by our management team, the information gathered through our mobile devices tells us if the work being performed at your facility is consistent with the terms of our Maintenance Service Agreement. The inspection is distributed as follows:

- The Customer copy is emailed to our clients for their records.
- The Employee copy is directed to the employee assigned to your facility to provide feedback on work quality and to ensure any corrective actions are taken, if necessary.
- An electronic copy is retained for follow-up inspections. The score is used in the equation to determine employee overall performance and salary increases and bonuses.
- GPS tracking documents, the location of the Inspections, and photo features allow visuals for optimum communication.

QUALITY CONTROL REPORT – We ask our customers for their regular evaluation of our services on an optional basis to determine if your specific cleaning needs are being met. This form is distributed and used as follows:

- Your communication becomes a part of our performance tracking with regard to your facility.
- This information is directed to the employee assigned to your facility to provide feedback on work quality and to ensure any corrective actions are taken, if necessary.
- The Local copy is retained electronically for follow-up inspections. They are also used in the equation to determine employee overall salary increases and performance bonuses.

RESOLUTION TRACKING – When your requests are submitted (through your personalized portal, over the phone, or through email), instant messages notify our management team. Our Resolution Tracker documents the progress of your requests until completion. Each step is noted and easily accessible as an audit trail.
INSPECTION & QUALITY CONTROL REPORT SAMPLES

Inspection Details

Inspection: Standard Inspection 2
Location: (100) Sample
Inspector: Brian Cloise
Date: 09/04/2013, 12:12 PM

Overall Score: 92%

General

Walls Switchplates

Achieved Standard
No comment

Telephones

Achieved Standard
No comment

Wastebaskets

Achieved Standard
No comment

Drinking Fountains

Achieved Standard
No comment

Partition Glass

Achieved Standard
No comment

Entrance Glass

Achieved Standard
No comment

Dusting

Desks Tables

Achieved Standard
No comment
Quality Control Report

Environment Control (100) Sample

In order to serve you better, please evaluate the following areas of our service. Your evaluation will have a direct bearing on both company and employee status. Therefore, please be as objective as possible. Keep in mind that you are evaluating our service over the past 90 DAYS, not just the service you received today or this last week. THANK YOU!

<table>
<thead>
<tr>
<th>Area</th>
<th>Rating</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Appearance</td>
<td>Excellent</td>
<td>Not applicable?</td>
</tr>
<tr>
<td>Dusting</td>
<td>Excellent</td>
<td>Not applicable?</td>
</tr>
<tr>
<td>Vacuuming</td>
<td>Excellent</td>
<td>Not applicable?</td>
</tr>
<tr>
<td>Carpet Care</td>
<td>Excellent</td>
<td>Not applicable?</td>
</tr>
</tbody>
</table>
THE REMEDY FOR YOUR CLEANING NEEDS

There is a general feeling in the business community that no janitorial service is reliable. Environment Control is changing that opinion. Consider our unique program in light of your janitorial needs and imagine how you would benefit from the following:

CONCERN OF A LOCAL OWNER

Although Environment Control is a national organization, you deal directly with the individual who has the most to gain or lose—the local managing owner. The Owner's integrity, reputation, personal income, and investment are subject to your satisfaction. His only security is to provide you with a consistent quality service.

SELECT EMPLOYEES

The employment of qualified employees is another requirement for quality service. These people are available; however, it takes an aggressive recruiting program to locate, hire, train, and ultimately place them in your building. To aid in the screening process, each applicant goes through a series of evaluations, including an interview and reference checks, which is a character reference signed by a school counselor, church pastor, youth director, or a current Environment Control employee. During this process, we look for important qualities, such as common sense, thoroughness, dependability, and a proven work record.

PROFESSIONAL TRAINING AND SUPERVISION

We do not assume that any new employee knows how to clean. Janitorial work is not unskilled labor. Our training program combines videos, written manuals, visual aids, and actual on-the-job training. After the formal training period, regular supervision and written inspections help the employee maintain quality.

CONSISTENT QUALITY CONTROL

Our Quality Control System is an area that truly sets us apart from the competition. It provides the necessary communication between the managing owner, our employee, and you to assure that your needs are met...consistently. This system includes:

*Digital Inspection Reports* — These reports are completed on a regular basis by management after the nightly cleaning has been done.

*Quality Control Reports* — We establish a schedule so you can give us written feedback regarding the quality of the service. The results of the Quality Control ratings are used as one factor in employee performance reviews, recognition, and compensation.

*Periodic Visits* — On a regular basis, a trained member of our staff will visit your facility during the day and will be available to discuss the service with you.
THE REMEDY FOR YOUR CLEANING NEEDS (CONTINUED)

A COMMITMENT TO CUSTOMER SATISFACTION

For over 30 years, Environment Control has continually refined its leadership and systems to provide the highest level of service at a competitive price. Our business has prospered because of our performance, and we want to include you on our list of satisfied customers. Because you are not bound to a 30-day cancellation clause or a restrictive contract, our only security is your continued satisfaction. We would appreciate the opportunity to put this program into action for you.

Project Team:

Bill Sanders, Jr. : Director of Operations (626)665-6435

George Calvo : Area Manager (562)330-7882
FEES SUMMARY FOR SERVICES

- Without implying any automatic raises, we guarantee no price increase for 12 months, with the possible exception of a change resulting from adjustments in the minimum wage law.
- Our commitment to the Five Laws of Environment Control enables us to assure your satisfaction.

NIGHTLY CLEANING – 4040 Paramount 3X/WK $1,195.00
NIGHTLY CLEANING – 3873 Industry Ave 3X/WK $250.00
NIGHTLY CLEANING – 3919 Paramount Blvd(proposed) 3X/WK ($575.00)

**MONTHLY TOTAL = $1,435.00

**Includes 2017 minimum wage increase

ADJUSTMENT CLAUSE

A price adjustment will be requested if the space designated is altered and increases the time requirement for performing our services. Major changes in total area or days of service will require a new proposal. Minor adjustments in the area to be cleaned (i.e., the addition or deletion of tenant space) will be adjusted at:

$ .06 per square foot

Cost for cleaning an unusual accumulation of litter or dirt resulting from abnormal circumstances beyond our control (i.e., construction, renovation, fire, or catastrophic event) that leads to additional expenditure of labor and/or supplies will be charged in addition to this agreement upon prior mutual agreement of both parties. Cost will be at:
# REFERENCES

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Contact Person</th>
<th>Attn:</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Golden State foods</td>
<td>19317 Arenth Avenue, City of Industry, CA 91748</td>
<td>Griselda Hernandez</td>
<td>(909) 348-6008</td>
<td></td>
</tr>
<tr>
<td>Prologis</td>
<td>17777 Center Court Drive N., suite 100, Cerritos, CA 90703</td>
<td>Chris May</td>
<td>(562) 345-9231</td>
<td></td>
</tr>
<tr>
<td>Liberty West, Inc.</td>
<td>16027 Ventura., Ste. 550, Encino, CA 91436</td>
<td>David Loth</td>
<td>(818) 501-7411</td>
<td></td>
</tr>
<tr>
<td>California Portland Cement Company</td>
<td>2025 E. Financial Way, Glendora, CA 91741</td>
<td>Nadine Heinrich</td>
<td>(626) 852-6208</td>
<td></td>
</tr>
<tr>
<td>Shea Properties</td>
<td>667 Brea Canyon Rd., Ste #30, Walnut, CA 91789</td>
<td>Irma Diaz</td>
<td>(909) 594-0994</td>
<td></td>
</tr>
<tr>
<td>JF Shea Co, Inc.</td>
<td>655 Brea Canyon Road, Walnut, CA 91788-0489</td>
<td>Tracie Holden</td>
<td>(909) 594-9500</td>
<td></td>
</tr>
<tr>
<td>Spicers Paper, Inc.</td>
<td>12310 E. Slauson Avenue, Santa Fe Springs, CA 90670</td>
<td>Robert Hudson</td>
<td>(562) 824-1566</td>
<td></td>
</tr>
<tr>
<td>The Pepsi Bottling Group</td>
<td>6261 Caballero Blvd., Buena Park, CA 90620</td>
<td>Holly Thill</td>
<td>(714) 522-9630</td>
<td></td>
</tr>
<tr>
<td>World Vision</td>
<td>800 West Chestnut Avenue, Monrovia, CA 91016-3198</td>
<td>Chuck Koscielniak</td>
<td>(626) 301-7790</td>
<td></td>
</tr>
<tr>
<td>Riverrock Real Estate Group</td>
<td>1164 Monte Vista Avenue, Upland, CA 91786</td>
<td>Cheryl L. Davis</td>
<td>(909) 949-2080</td>
<td></td>
</tr>
</tbody>
</table>
SERVICE AUTHORIZATION AGREEMENT

Service Authorization Agreement ("SAA"), between Environment Control Puente Hills 570 W. Lambert Rd., suite A – Brea, CA 92821, ("EC"), and

Customer Name: WATER REPLACEMENT DISTRICT OF SOUTHERN CALIFORNIA

Address: 4040 PARAMOUNT BLVD.,
   LAKEWOOD, CA 90712

Phone: (562)275-4252  E-mail: CKING@WRD.ORG

Authorized Contact:

Effective Start Date:

Description of Facility (attach schematic if available):

Contracted Monthly Services:

☐ Night cleaning – 4040 Paramount 3x/wk
☐ Night cleaning – 3873 Industry Ave 3x/wk
☐ Carpet cleaning

Monthly Charges:

$1,195.00
$250.00

TOTAL MONTHLY BILLING: $1,435.00

The attached SAA Terms and Conditions (Attachment "A") and the preceding Proposal document are incorporated into this Agreement by this reference.

_________________________  Duane Romo
Authorized Signature of Customer  Signature – Environment Control

Print Name: __________________________

Date: __________________________

Service Authorization Agreement (SAA AW/30)

Customer: ____________  EC: ____________
EXHIBIT A
SCOPE OF WORK

GENERAL SPECIFICATIONS

The Janitorial Services Contractor is responsible for the cleanliness and sanitation of the facilities. The description of each service area below is to be used as a guideline for the Janitorial Services Contractor. The description does not attempt to describe every detail or feature of the facilities that are to be maintained by the Janitorial Services Contractor.

<table>
<thead>
<tr>
<th>Routine Cleaning Schedule</th>
<th>3 Days a Week (Non-Consecutive)</th>
<th>1 Day a Week</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Semi-Annually</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>WRD Headquarters at 4040 Paramount</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offices, Common Areas, Board Rooms, Conference Rooms; Entrances, Stairways, Reception Area</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dust horizontal surfaces of desks, chairs, credenzas, tables, telephones (receivers and base), filing cabinets etc.</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Straighten and organize lobby magazines and books.</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check lights and replace burnt-out light bulbs throughout building.</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Empty all trash and recycling receptacles and remove to a collection point. Sanitize and replace liners as necessary</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean fingerprints and smudges from entrance glass, entry doors, lobby stairs (railings and glass).</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean and mop lobby stairway and vacuum elevator floor and thresholds.</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean fingerprints and smudges from partition glass.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Sweep hard surface floors with a microfiber mop, eliminating all dirt and dust from hard surfaces.</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>---</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spot mop hard surface floors with a chemically treated mop head. No dual sided bucket is needed as all dirt and dust is taken up with a microfiber mop. Thus no dirty water will be spread around the facility.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacuum all carpeted areas and elevator.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spot clean bright work on water fountain and elevator (inside and out).</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean out lobby ashtrays and all ashtrays located outside the building, picnic area and parking lot area.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ensure all lights are turned off when exiting the building and all alarms reset.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keep janitors closet and supply areas clean and orderly.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacuum all walk-off mats.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empty trash receptacles and wash &amp; sanitize, if necessary.</td>
<td>X</td>
</tr>
<tr>
<td>Disinfect door handles, partition handles, and light switches.</td>
<td>X</td>
</tr>
<tr>
<td>Clean all dispensers, mirrors, and fixtures.</td>
<td>X</td>
</tr>
<tr>
<td>Clean, disinfect, and sanitize all sinks, toilets, toilet seats, urinals handles, and underneath the toilet with germicidal disinfectant.</td>
<td>X</td>
</tr>
<tr>
<td>Spot clean walls and partitions to remove smudges and marks.</td>
<td>X</td>
</tr>
<tr>
<td>Restock all paper products and hand soap.</td>
<td>X</td>
</tr>
<tr>
<td>Sweep and Mop floor with a hospital grade disinfectant.</td>
<td>X</td>
</tr>
<tr>
<td>Clean, disinfect, and sanitize all showers and wipe down lockers.</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clean and disinfect sinks, countertops, microwaves (inside &amp; out), toaster ovens (inside &amp; out), garbage bins, recycle bins, and other kitchen items. Wipe lid of trash &amp; recycle receptacle.</td>
<td>X</td>
</tr>
<tr>
<td>Wipe down outside of break room refrigerators, microwaves, toaster ovens, appliances, coffee machines, water cooler, and cabinets.</td>
<td>X</td>
</tr>
<tr>
<td>Scrubbing and polishing of sinks and faucets.</td>
<td>X</td>
</tr>
<tr>
<td>Task Description</td>
<td>X</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>Mopping and sanitizing kitchen floors.</td>
<td></td>
</tr>
<tr>
<td>Wash any dishes in the sink and place in drying rack.</td>
<td>X</td>
</tr>
<tr>
<td>Drain, Clean and Wipe out the dishwashes. Please note the 2 dishwashers onsite are Jet-Tech F-16DP Quick wash Industrial dishwashers. Dishwashers must be manually drained.</td>
<td></td>
</tr>
<tr>
<td>WRD Headquarters at 4040 Paramount: Exterior Entrances, Exterior Stairs, Picnic Area and Entire Parking Lot Area</td>
<td></td>
</tr>
<tr>
<td>Remove trash from bushes, fence perimeter, picnic area, and parking lot area.</td>
<td>X</td>
</tr>
<tr>
<td>Empty all trash cans in outside areas.</td>
<td>X</td>
</tr>
<tr>
<td>Clean both sides of glass doors.</td>
<td>X</td>
</tr>
<tr>
<td>Sweep front &amp; rear entrances, exterior stairs and wipe mail boxes.</td>
<td>X</td>
</tr>
<tr>
<td>Power wash North and South outside Stairways</td>
<td></td>
</tr>
<tr>
<td>WRD Headquarters at 4040 Paramount: Offices, Common Areas, Board Room, Conference Rooms, Entrances, Stairways, Reception Areas</td>
<td></td>
</tr>
<tr>
<td>Dust window ledges/sills.</td>
<td></td>
</tr>
<tr>
<td>High dusting of air vents, tops of doors, door frames, ceiling corners, and edges etc.</td>
<td></td>
</tr>
<tr>
<td>Dust all baseboards &amp; window blinds</td>
<td></td>
</tr>
<tr>
<td>Vacuum upholstered furniture to remove dust and lint.</td>
<td></td>
</tr>
<tr>
<td>Clean spots/smudges from walls.</td>
<td></td>
</tr>
<tr>
<td>Clean inside of refrigerator and freezer on each floor.</td>
<td></td>
</tr>
<tr>
<td>Remove expired food.</td>
<td></td>
</tr>
<tr>
<td>Spot Clean Stains: Removal of difficult stains by an expert.</td>
<td>X</td>
</tr>
<tr>
<td>Shampooing: All carpeted areas (Cost = $______ Every 3 Months)</td>
<td></td>
</tr>
</tbody>
</table>

**MONTHLY FEE(S) FOR THIS LOCATION:** $1,225.00
One thousand two hundred twenty five dollars
### WRD Field Annex Office at 3919 Paramount

#### Offices, Kitchen, and Storage Areas, Common Area, Conference Rooms, Entrances, Reception Area

<table>
<thead>
<tr>
<th>Task</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dust horizontal surfaces of desks, chairs, credenzas, tables, telephones (receivers and base), filing cabinets etc.</td>
<td>X</td>
</tr>
<tr>
<td>Check lights and replace burnt-out light bulbs throughout building.</td>
<td>X</td>
</tr>
<tr>
<td>Empty all trash and recycling receptacles and remove to a collection point. Sanitize and replace liners as necessary</td>
<td>X</td>
</tr>
<tr>
<td>Clean fingerprints and smudges from entrance glass, and entry doors.</td>
<td>X</td>
</tr>
<tr>
<td>Clean and mop lobby and all hard surface floors.</td>
<td>X</td>
</tr>
<tr>
<td>Sweep hard surface floors with a microfiber mop, eliminating all dirt and dust from hard surfaces.</td>
<td>X</td>
</tr>
<tr>
<td>Vacuum all carpeted areas.</td>
<td>X</td>
</tr>
<tr>
<td>Spot clean bright work on water fountain.</td>
<td>X</td>
</tr>
<tr>
<td>Clean out lobby ashtrays and all ashtrays located outside the building, picnic area and parking lot area.</td>
<td>X</td>
</tr>
<tr>
<td>Ensure all lights are turned off when exiting the building and all alarms reset.</td>
<td>X</td>
</tr>
<tr>
<td>Keep janitor's closet and supply areas clean and orderly.</td>
<td>X</td>
</tr>
<tr>
<td>Vacuum all walk-off mats.</td>
<td>X</td>
</tr>
<tr>
<td>Clean and disinfect sinks, countertops, microwaves (inside &amp; out), toaster ovens (inside &amp; out), garbage bins, recycle bins, and other kitchen items. Wipe lid of trash &amp; recycle receptacle.</td>
<td>X</td>
</tr>
<tr>
<td>Wipe down outside of break room refrigerators, microwaves, toaster ovens, appliances, coffee machines, water cooler, and cabinets.</td>
<td>X</td>
</tr>
<tr>
<td>Scrubbing and polishing of sinks and faucets.</td>
<td>X</td>
</tr>
<tr>
<td>Mopping and sanitizing kitchen floors.</td>
<td>X</td>
</tr>
<tr>
<td>Wash any dishes in the sink and place in drying rack.</td>
<td>X</td>
</tr>
</tbody>
</table>

---

### WRD Field Annex Office at 3919 Paramount

#### Rest Rooms and Locker Rooms

<table>
<thead>
<tr>
<th>Task</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empty trash receptacles and wash &amp; sanitize, if necessary.</td>
<td>X</td>
</tr>
<tr>
<td>Disinfect door handles, partition handles, and light switches.</td>
<td>X</td>
</tr>
<tr>
<td>Clean all dispensers, mirrors, and fixtures.</td>
<td>X</td>
</tr>
<tr>
<td>Task</td>
<td>Status</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Clean, disinfect, and sanitize all sinks, toilets, toilet seats,</td>
<td></td>
</tr>
<tr>
<td>urinals handles, and underneath the toilet with germicidal</td>
<td>×</td>
</tr>
<tr>
<td>disinfectant</td>
<td></td>
</tr>
<tr>
<td>Spot clean walls and partitions to remove smudges and marks.</td>
<td>×</td>
</tr>
<tr>
<td>Restock all paper products and hand soap.</td>
<td>×</td>
</tr>
<tr>
<td>Sweep and Mop floor with a hospital grade disinfectant.</td>
<td>×</td>
</tr>
<tr>
<td>Clean, disinfect, and sanitize all showers and wipe down lockers.</td>
<td>×</td>
</tr>
<tr>
<td>Dust window ledges/sills.</td>
<td>×</td>
</tr>
<tr>
<td>High dusting of air vents, tops of doors, door frames,</td>
<td>×</td>
</tr>
<tr>
<td>ceiling corners, and edges etc.</td>
<td></td>
</tr>
<tr>
<td>Dust all baseboards &amp; window blinds</td>
<td>×</td>
</tr>
<tr>
<td>Vacuum upholstered furniture to remove dust and lint.</td>
<td>×</td>
</tr>
<tr>
<td>Clean spots/smudges from walls.</td>
<td>×</td>
</tr>
<tr>
<td>Clean inside of refrigerator and freezer. Remove expired food.</td>
<td>×</td>
</tr>
<tr>
<td>Spot Clean Stains: Removal of difficult stains by an expert.</td>
<td>×</td>
</tr>
<tr>
<td>Shampooing: All carpeted areas (Cost = $____) Every 3 Months</td>
<td>×</td>
</tr>
</tbody>
</table>

**MONTHLY FEE ($) FOR THIS LOCATION:**

$575.00

Five hundred seventy five dollars

<table>
<thead>
<tr>
<th>Task</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweep and mop shop floor.</td>
<td>×</td>
</tr>
<tr>
<td>Clean and sanitize the outside of trash receptacles and dispensers.</td>
<td>×</td>
</tr>
<tr>
<td>Remove and dispose trash and replace linings.</td>
<td>×</td>
</tr>
<tr>
<td>Vacuum carpets in the storage and office area</td>
<td>×</td>
</tr>
<tr>
<td>Task</td>
<td>Complete</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Empty trash receptacles and wash &amp; sanitize, if necessary.</td>
<td>☒</td>
</tr>
<tr>
<td>Disinfect door handles, partition handles, and light switches.</td>
<td>☒</td>
</tr>
<tr>
<td>Clean all dispensers, mirrors, and fixtures.</td>
<td>☒</td>
</tr>
<tr>
<td>Clean, disinfect, and sanitize all sinks, toilets, toilet seats,</td>
<td>☒</td>
</tr>
<tr>
<td>urinals handles, and underneath the toilet with germicidal disinfectant.</td>
<td>☒</td>
</tr>
<tr>
<td>Spot clean walls and partitions to remove smudges and marks.</td>
<td>☒</td>
</tr>
<tr>
<td>Restock all paper products and hand soap.</td>
<td>☒</td>
</tr>
<tr>
<td>Sweep and Mop floor with a hospital grade disinfectant.</td>
<td>☒</td>
</tr>
</tbody>
</table>

**MONTHLY FEE ($) FOR THIS LOCATION**

$250.00
Two hundred fifty dollars

**Extras - External Window Cleaning Per Occurrence**

$ TBD

DRAFT
EXHIBIT B
CONSULTANT RATE SCHEDULE
FEES SUMMARY FOR SERVICES

- Without implying any automatic raises, we guarantee no price increase for 12 months, with the possible exception of a change resulting from adjustments in the minimum wage law.

- Our commitment to the Five Laws of Environment Control enables us to assure your satisfaction.

NIGHTLY CLEANING – 4040 Paramount 3X/WK $1,195.00
NIGHTLY CLEANING – 3673 Industry Ave 3X/WK $250.00
NIGHTLY CLEANING – 3919 Paramount Blvd(proposed) 3X/WK ($575.00)

**MONTHLY TOTAL = $1,435.00

**Includes 2017 minimum wage increase

ADJUSTMENT CLAUSE

A price adjustment will be requested if the space designated is altered and increases the time requirement for performing our services. Major changes in total area or days of service will require a new proposal. Minor adjustments in the area to be cleaned (i.e., the addition or deletion of tenant space) will be adjusted at:

$ .06 per square foot

Cost for cleaning an unusual accumulation of litter or dirt resulting from abnormal circumstances beyond our control (i.e., construction, renovation, fire, or catastrophic event) that leads to additional expenditure of labor and/or supplies will be charged in addition to this agreement upon prior mutual agreement of both parties. Cost will be at:
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE
Checklist for Additional Insured Endorsement

Contractor Name: _________________________________

Project Name: _________________________________

Refer to the Additional Insured Endorsements forms E1-E8 following:

Endorsement(s)

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

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

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

☒ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
EXHIBIT “B”
GREATER ORANGE COUNTY

Attention: Bill Sanders, Jr.
570 W. Lambert Rd., suite A
Brea, CA 92821
(714) 494-2488

Independently Owned and Operated

A PROPOSAL

INCORPORATING THE DISTINCTIVES OF ENVIRONMENT CONTROL . . .

Select Employees
Professional Training and Supervision
Consistent Quality Control
Performance Standards and Rewards
Local Ownership Concern

Attention: Melody Wu
4040 Paramount Blvd.
Lakewood, CA 90712

March 9, 2018
MAINTENANCE SERVICE AGREEMENT

AREAS TO BE CLEANED –
All office areas, restrooms, etc.

FREQUENCY OF CLEANING

______ day per week in all areas unless specifically stated otherwise:

<table>
<thead>
<tr>
<th>MAINTENANCE AGREEMENT</th>
<th>DAILY</th>
<th>WEEKLY</th>
<th>MONTHLY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OFFICE AREAS</strong>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control floor appearance by vacuuming w/HEPA filter backpack vacuum.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>VCT, Linoleum or Ceramic tile floors- Mop all floors with <em>Spartan “Clean by Peroxy”</em>.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Dust cleared surfaces of desks, telephones, chairs, tables, filing cabinets and other furniture.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Dust all chair rungs, bases, window sills, picture frames and partition tops.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Empty all wastebaskets and reline as necessary.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Telephone receivers – Disinfect with <em>Spartan “Clean by Peroxy”</em>.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Spot clean desks, counters and push plates.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Drinking fountains- Clean and disinfect with <em>Spartan “Clean by Peroxy”</em>.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Entrance doors – clean all door glass, handles and door threshold.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Leave office furniture in neat, orderly fashion.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Closet / Storage area – Maintain and leave in an orderly manner.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Provide a report of any security and or maintenance problems whenever noticed.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Vacuum all HVAC vents.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Dust all blinds.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>RESTROOMS</strong>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disinfect all floors with <em>Spartan “Clean by Peroxy”</em>.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Clean all mirrors and polish all bright metal.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Disinfect all sinks, toilets, urinals and counter tops with <em>Spartan “Clean by Peroxy”</em>.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Special attention to dispensers, trash cans, and fixtures, as well as to adjacent walls, partitions and floor tile.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Refill soap, paper seat covers, toilet paper and other restroom dispensers and supplies.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>BREAK ROOMS / KITCHEN AREAS-</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disinfect all sinks, microwaves and counter tops with <em>Spartan “Clean by Peroxy”</em>.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Spot clean fingerprints on the refrigerator/s.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Service Authorization Agreement (SAA AW/30)  
Customer: _______ EC: _______  
Independently Owned and Operated
<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spot clean the cabinet faces.</td>
<td>X</td>
</tr>
<tr>
<td>Refill soap, towels, napkins etc.</td>
<td>X</td>
</tr>
<tr>
<td>Control floor appearance by vacuuming or sweeping with chemically</td>
<td>X</td>
</tr>
<tr>
<td>treated dust mop. (sweep daily, mop weekly)</td>
<td></td>
</tr>
<tr>
<td>VCT, Linoleum or Ceramic tile floors- Mop all floors with <strong>Spartan</strong></td>
<td>X</td>
</tr>
<tr>
<td>“Clean by Peroxy”.</td>
<td></td>
</tr>
<tr>
<td>Microwaves – clean inside microwaves.</td>
<td>X</td>
</tr>
<tr>
<td>Clean trash can lids, sides as needed.</td>
<td>X</td>
</tr>
</tbody>
</table>

**MAINTENANCE SERVICE AGREEMENT (CONTINUED)**

<table>
<thead>
<tr>
<th>FLOOR CARE:</th>
<th>MONTHLY</th>
<th>QRTLY.</th>
<th>SEMI-AN.</th>
<th>YEARLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A Billed separately</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WINDOW CARE:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A Billed separately</td>
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<th>CARPET CARE:</th>
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<tr>
<td>N/A Billed separately</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
OTHER BENEFITS

INSURANCE PROTECTION

Environment Control maintains Workers’ Compensation and general liability insurance. Upon request, an insurance certificate, with our current coverages, will be supplied.

EQUIPMENT AND SUPPLIES

All equipment and supplies required to perform the proposed cleaning services will be provided by Environment Control. These items are of considerable value and will be stored on your premises. It is understood and agreed that space will be provided under lock and key.

CUSTOMER SUPPLY SERVICE

- All lighting, restroom, and additional materials requested (i.e., plastic trash can liners, deodorant blocks, sand for ashtrays, etc.) will need to be purchased by your firm.
- Environment Control has established relationships with local and national suppliers for these items. For your convenience, we will coordinate ordering, delivery, and billing when these materials are needed. A current price list is available at your request.

EMPLOYEE TRACKING

Our employees use state-of-the-art telephone time keeping software that allows us to track time spent at your office, and ensures proper coverage. This system requires our employee to use your telephone to call our tracking system, using caller ID to confirm the employee’s current location.
THE REMEDY FOR YOUR CLEANING NEEDS (CONTINUED)

A COMMITMENT TO CUSTOMER SATISFACTION

For over 50 years, Environment Control has continually refined its leadership and systems to provide the highest level of service at a competitive price. Our business has prospered because of our performance, and we want to include you on our list of satisfied customers. Because you are not bound to a 30-day cancellation clause or a restrictive contract, our only security is your continued satisfaction. We would appreciate the opportunity to put this program into action for you.
FEES SUMMARY FOR SERVICES

- Without implying any automatic raises, we guarantee no price increase for 12 months, with the possible exception of a change resulting from adjustments in the minimum wage law.

- Our commitment to the Five Laws of Environment Control enables us to assure your satisfaction.

DAY CLEANING – 1 X’S / WEEK “7380 E. WILLOW ST., LONG BEACH, CA” $240.00 / MONTH
DAY CLEANING – 1 X’S / WEEK “20520 MADRONA AVENUE, TORRANCE, CA” $150.00 / MONTH

MONTHLY TOTAL = $390.00 / Mo.

ADJUSTMENT CLAUSE
A price adjustment will be requested if the space designated is altered and increases the time requirement for performing our services. Major changes in total area or days of service will require a new proposal. Minor adjustments in the area to be cleaned (i.e., the addition or deletion of tenant space) will be adjusted at:

Cost for cleaning an unusual accumulation of litter or dirt resulting from abnormal circumstances beyond our control (i.e., construction, renovation, fire, or catastrophic event) that leads to additional expenditure of labor and/or supplies will be charged in addition to this agreement upon prior mutual agreement of both parties. Cost will be at:

$_______ per man-hour

Service Authorization Agreement (SAA AW/30)  
Customer: ________  EC: ________

Independently Owned and Operated
SERVICE AUTHORIZATION AGREEMENT

Service Authorization Agreement ("SAA"), between Environment Control Greater Orange County 570 W. Lambert Rd., suite A – Brea, CA 92821_________________________, ________________________________ (“EC”), and

Customer Name:     WRD
Address:            4040 Paramount Blvd.
                    Lakewood, CA 90712
Phone:              (562) 275-4254          E-mail:  mwu@wrd.org
Authorized Contact: Melody Wu – Project Administrator
Effective Start Date: ______________________________
Description of Facility (attach schematic if available):

Contracted Monthly Services:

☐ 1 x per week cleaning “7380E. Willow St.”  $ 240.00
☐ 1x per week cleaning “20520 Madrona Ave.”  $ 150.00
☐ $  
☐ $  

TOTAL MONTHLY BILLING  $ 390.00

ADJUSTMENT CLAUSE

A price adjustment will be requested if the space designated is altered and increases the time requirement for performing our services. Major changes in total area or days of service will require a new proposal. Minor adjustments in the area to be cleaned (i.e., the addition or deletion of tenant space) will be adjusted at:


Authorized Signature of Customer          William R. Sanders
__________________________________________  Signature – Environment Control

Print Name: ________________________________  Date: October 9, 2017

Date: ________________

Service Authorization Agreement (SAA AW/30)  

Customer:_________  EC:_______

Independently Owned and Operated
**ENVIRONMENT CONTROL**

“A Building Maintenance Company”

DATE: 2/8/2018

570 W. Lambert Road, Suite A  
Brea, Ca 92821  
Phone 714-494-2488 Fax 714-529-5442  
jesse@ecsocal.com

**TO**

**Todd Anderson**  
Office Assistant  
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
4040 PARAMOUNT BLVD, LAKEWOOD, CA 90712

<table>
<thead>
<tr>
<th>SALESPERSON</th>
<th>JOB</th>
<th>PAYMENT TERMS</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jesse Valdez</td>
<td>Misc. extra work</td>
<td>Due on receipt</td>
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</table>

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Initial general cleaning, disinfecting restrooms and strip and wax floors (Madrona address only) scrub floors in the Willow office.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>7380 Willow St, Long Beach initial cleaning</td>
<td>$625.00</td>
<td>$625.00</td>
</tr>
<tr>
<td>3</td>
<td>20520 Madrona Ave, Torrance initial cleaning</td>
<td>$435.00</td>
<td>$435.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBTOTAL</th>
<th>SALES TAX</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$1060.00</td>
</tr>
</tbody>
</table>

Quotation prepared by: William R. Sanders

Thank you very much, for the opportunity to bid on this work.

To accept this quotation, sign & e-mail to jesse@ecsocal.com

THANK YOU FOR YOUR BUSINESS!
DATE: MAY 16, 2018

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE RENAMING OF EXTERNAL AFFAIRS DEPARTMENT, COMMITTEE & EMPLOYEE TITLES

SUMMARY
The External Affairs Department at WRD is responsible for public communications, community outreach, groundwater education, and government affairs. In that capacity, department staff engages in an array of activities that engage and inform the public about WRD projects and programs, conservation efforts, K-12 education, and legislative affairs. The External Affairs Department has proposed renaming the department to a more descriptive term that will enable the public, elected officials, community groups, civic organizations and other entities to better understand the broad role of the department. At the April 9th, 2018 meeting of the External Affairs Committee, the committee recommended changing the name of the External Affairs Department to the Public Affairs Department, including the name of the WRD committee that oversees it to the Public Affairs Committee, and the titles of the department members to Public Affairs Representative, Senior Public Affairs Representative, and Manager of Public Affairs.

FISCAL IMPACT
None.

EXTERNAL AFFAIRS COMMITTEE RECOMMENDATION
The Board of Directors approve the name change of WRD’s External Affairs Department to Public Affairs Department as well as employee titles to Public Affairs Representative (Senior Public Affairs Representative, Manager of Public Affairs) and the committee to Public Affairs Committee.
MEMORANDUM

ITEM NO. 15

DATE: MAY 16, 2018

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AUTHORIZE IN-SITU DATA LOGGER PURCHASE TO MONITOR ALAMITOS SEAWATER BARRIER FLOW REDUCTIONS

SUMMARY

Recycled water for the Alamitos Seawater Barrier is provided by WRD’s Leo J. Vander Lans Advanced Water Treatment facility (LVL). The LVL facility relies upon source water from the Long Beach Water Reclamation Plant (LBWRP) to operate. The County Sanitation Districts of Los Angeles County will be performing major 5- to 6-month maintenance activities at the LBWRP starting in mid May 2018 and again in mid May 2019. These activities will necessitate LVL to shut down due to a lack of source water. In fact LVL shut down on May 11 in preparation for the LBWRP maintenance work.

The shutdown of LVL means that there is no recycled water available for the Alamitos Seawater Barrier, requiring the more expensive imported water to be used as a substitute. To minimize the financial impact to WRD and its rate payers due to the more expensive imported water, and to obtain more detailed information on how barrier injection affects protection against seawater intrusion, WRD had made an agreement with Los Angeles County Department of Public Works (DPW), the owners and operators of the Alamitos Seawater Barrier, to allow WRD to install data loggers inside barrier observation wells that will detect seawater intrusion (if any) as the DPW reduces barrier injection amounts during the recycled water outage. Reducing imported water injection amounts will ease the cost impact of the recycled water outage, and the data loggers will ensure continued protection against seawater intrusion.

After considerable experimentation with various vendors’ equipment, for years WRD has standardized on products by In-Situ, Inc. for data loggers in its monitoring wells. This brand has proven to be the most reliable in terms of pricing, long lasting, ability to work in the District’s extreme environments of water depths and quality, customer service, and now has telemetry capabilities to allow real time display of the water level and water quality data. WRD has purchased over 300 data loggers from In-Situ and their software and field equipment is standard with all our field staff. Therefore, Staff recommends purchasing the In-Situ data loggers for this Alamitos Barrier flow reduction project.
**FISCAL IMPACT**

The quoted price for the necessary equipment is $54,927.66, plus $1,728 for the telemetry system, for a total price of $56,655.66. Attached is the quote from In-Situ. Contingency may be needed, so Staff is recommending a not-to-exceed amount of $60,000 from the Board of Directors. This amount is available in the current FY17-18 approved budgets for data loggers / equipment in the various hydrogeology projects.

**STAFF RECOMMENDATION**

Due to timing (DPW’s approval of WRD’s work plan on May 10 and the shutdown of LVL on May 11), this item did not go to Committee but has been brought straight to the Board upon approval by the Board President.

Staff recommends that the Board of Directors authorize the purchase of data logging equipment to monitor Alamitos Seawater Barrier flow reductions from In-Situ, Inc, for an amount not to exceed $60,000.
**Quote – Q-14214**

**Issued By:** Stephen Bradbury  
**Date:** May 10, 2018  
**Quote Valid for 30 days**

**Sales Manager**  
Stephen Bradbury  

**Customer ID**  
004489  

**Payment Terms**  
NET 30 DAYS  

**Shipping Method**  

**INCO Terms**  

**Final Destination**  
United States  
California

**Quote To:**  
Water Replenishment District of Southern California  
ATTN: Accounts Payable  
4040 Paramount Blvd  
Lakewood, California 90712  
United States

**Attn:**  
Peter Piestrzeniewicz  
peter@wrd.org  
(562) 275-4247  

**Ship To:**  
Water Replenishment District of Southern California  
4040 Paramount Blvd  
Lakewood, California 90712  
United States

**Comments:**  
Non-Vented Option - Pressure Ranges matched from Q-14153. Please confirm pressure range per non-vented sensor before finalizing your order. Thanks!

### Equipment

<table>
<thead>
<tr>
<th>Line</th>
<th>Product Description</th>
<th>Part Number</th>
<th>Unit of Sale</th>
<th>Qty.</th>
<th>Unit List Price</th>
<th>Total List Price</th>
<th>Disc.</th>
<th>Customer Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Aqua TROLL 200 Level Sensor Range - 60M, 197 ft (100 psia)</td>
<td>0056070</td>
<td>Each</td>
<td>4</td>
<td>$2,495.00</td>
<td>$9,980.00</td>
<td>10.00%</td>
<td>$8,982.00</td>
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<td>2.</td>
<td>Aqua TROLL 200 Level Sensor Range - 200M, 658 ft (300 psia)</td>
<td>0056080</td>
<td>Each</td>
<td>9</td>
<td>$2,495.00</td>
<td>$22,455.00</td>
<td>10.00%</td>
<td>$20,209.50</td>
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<td>3.</td>
<td>3G Cube Pulse, Lithium Battery, Non-Vented, S, Twist Lock, HydroVu Complete, Standard Data, SMS Alarms, Advanced Setup</td>
<td>0084580-02-01-00-01-01</td>
<td>Each</td>
<td>4</td>
<td>$2,225.00</td>
<td>$8,900.00</td>
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<td>$517.00</td>
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<td>$685.00</td>
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<td>7.</td>
<td>Rugged Twist-Lock Cable, Non-Vented, TPU, SM Spool, Twist-Lock, None</td>
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<td>$724.50</td>
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<td>223 ft</td>
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<td>$829.00</td>
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<td>Rugged Twist-Lock Cable, Non-Vented, TPU, SM Spool, Twist-Lock, None</td>
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<td>255 ft</td>
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<td>10.</td>
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<td>266 ft</td>
<td>1</td>
<td>$958.00</td>
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<td>322 ft</td>
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<td>Rugged Twist-Lock Cable, Non-Vented, TPU, SM Spool, Twist-Lock, None</td>
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<td>325 ft</td>
<td>1</td>
<td>$1,135.00</td>
<td>$1,135.00</td>
<td>10.00%</td>
<td>$1,021.50</td>
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<td>13.</td>
<td>Rugged Twist-Lock Cable, Non-Vented, TPU, LG Plastic Spool, Twist-Lock, None</td>
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<td>440 ft</td>
<td>1</td>
<td>$1,485.00</td>
<td>$1,485.00</td>
<td>10.00%</td>
<td>$1,336.50</td>
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<td>14.</td>
<td>Rugged Twist-Lock Cable, Non-Vented, TPU, LG Plastic Spool, Twist-Lock, None</td>
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<td>445 ft</td>
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<td>$1,500.00</td>
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<td>Description</td>
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<td></td>
</tr>
<tr>
<td>5</td>
<td>Barotroll - 1.14 Bar (16.5 Psi) for Use With The Level TROLL 400, 500, and 700 - Requires Backshell Or Cable</td>
<td>0089100</td>
<td>1</td>
<td>$795.00</td>
<td>$795.00</td>
<td>10.00%</td>
<td>$715.50</td>
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<tr>
<td>6</td>
<td>Rugged Twist-Lock Cable, Non-Vented, TPU, No Reel, Twist-Lock, None</td>
<td>0052000-05-01-08-00</td>
<td>3 ft</td>
<td>$158.00</td>
<td>$158.00</td>
<td>10.00%</td>
<td>$142.20</td>
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<td>7</td>
<td>Rugged Twist-Lock Cable, Non-Vented, TPU, SM Spool, Twist-Lock, None</td>
<td>0052000-05-02-08-00</td>
<td>165 ft</td>
<td>$655.00</td>
<td>$655.00</td>
<td>10.00%</td>
<td>$589.50</td>
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<td>8</td>
<td>Rugged Twist-Lock Cable, Non-Vented, TPU, SM Spool, Twist-Lock, None</td>
<td>0052000-05-02-08-00</td>
<td>265 ft</td>
<td>$955.00</td>
<td>$955.00</td>
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<td>$859.50</td>
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<tr>
<td>9</td>
<td>Well Cap Cable Holder</td>
<td>0018090</td>
<td>13</td>
<td>$80.00</td>
<td>$1,040.00</td>
<td>10.00%</td>
<td>$936.00</td>
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</tr>
</tbody>
</table>

Subtotal: $49,665.60

**Quote Total**

For further information regarding the Warranty or Terms and Conditions, please refer to our website at [http://in-situ.com/terms-conditions/](http://in-situ.com/terms-conditions/)

All quoted product & service prices are in U.S. Dollars unless specifically noted otherwise.

Sales Tax: $4,765.41
Shipping: $496.65

Total Amount (Excludes Optional Items): USD $54,927.66
HydroVu Detail (Prices already included in Equipment Quote)

<table>
<thead>
<tr>
<th>Line</th>
<th>Product Description</th>
<th>Part Number</th>
<th>Unit of Sale</th>
<th>Qty</th>
<th>Unit List Price</th>
<th>Total List Price</th>
<th>Disc.</th>
<th>Customer Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>HydroVu Complete Data Services Plan, includes Cloud access and viewing, 1MB/month cellular data, SIM card</td>
<td>0050100</td>
<td>12 Month</td>
<td>4</td>
<td>$35.00</td>
<td>$1,680.00</td>
<td>10.00%</td>
<td>$1,512.00</td>
</tr>
<tr>
<td>2.</td>
<td>Standard Data User Package (1MB/Month)</td>
<td>0050150</td>
<td>12 Month</td>
<td>4</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0.00%</td>
<td>$0.00</td>
</tr>
<tr>
<td>2.</td>
<td>Device Alarm SMS Package, includes 30 SMS messages/month.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$240.00</td>
<td></td>
<td>$216.00</td>
</tr>
</tbody>
</table>

Subtotal: $1,728.00

HydroVu Terms & Conditions

**TERMS & CONDITIONS**

The terms of this contract, reflected above, are effective until terminated by either party. This contract will auto-renew at each renewal term, unless a) the customer notifies In-Situ Inc. at least 15 days before the end of the initial term or the renewal term, or b) the customer declines auto-renewal and it is reflected on the contract. In the event this contract is terminated early, an amount equal to 50% of the remaining contract amount will be charged.

**OVERAGES**

In the event you go over your allotted amount of data, an overage fee will be applied. The overage fee will be $10.00 per megabyte over your allotted data amount.

**SUSPENSION**

In-Situ will not suspend services for customers. In order to stop service a customer will need to request their service be terminated.

**AMENDMENTS**

In the event this contract is amended for any reason a new contract will need to be signed. By signing this contract the undersigned is agreeing to the terms set forth above, as well as the Hydrovu Terms of Use and the In-Situ, Inc. Terms & Conditions (located at www.in-situ.com/legal/terms-conditions/). The undersigned represents that he/she has the authority to execute this contract/agreement on behalf of the business identified.

**PAYMENT TERMS**

In-Situ is pleased to extend terms of net 30 days to customers who have established a credit account with us. If you wish to open a new account, credit applications are available upon request. A bank reference and four trade references are required. Payments are due in 30 days from the date of the invoice. All past due invoices and uncollected funds shall be charged interest at a rate of 1.5% per month. The customer agrees to pay all collection costs, including attorneys’ fees, and penalty charges if collection services on the account become necessary. Letter of credit and wire transfer fees will be added to the invoice at a rate of $350 and $30 respectively.

**DISCLAIMER**

DUE TO CONTINUING PRODUCT DEVELOPMENT, IN-SITU RESERVES THE RIGHT TO ALTER SPECIFICATIONS WITHOUT PRIOR NOTICE. IN-SITU ALSO RESERVES THE RIGHT TO ALTER TERMS PRIOR TO ACCEPTANCE OF THE ORDER.