MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE OF THE BOARD OF DIRECTORS WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CALIFORNIA 90712
11:00 A.M., WEDNESDAY, MAY 23, 2018

AGENDA

EACH ITEM ON THE AGENDA, NO MATTER HOW DESCRIBED, SHALL BE DEEMED TO INCLUDE ANY APPROPRIATE MOTION, WHETHER TO ADOPT A MINUTE MOTION, RESOLUTION, PAYMENT OF ANY BILL, APPROVAL OF ANY MATTER OR ACTION, OR ANY OTHER ACTION. ITEMS LISTED AS "FOR INFORMATION" MAY ALSO BE THE SUBJECT OF AN "ACTION" TAKEN BY THE BOARD OR A COMMITTEE AT THE SAME MEETING.

1. DETERMINATION OF A QUORUM

2. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3

3. AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR GRIP OUTREACH SUPPORT WITH JOHN SCHWADA
   **Staff Recommendation** The Capital Improvement Projects (CIP) Committee recommends the Board of Directors approve Amendment No. 1, subject to approval as to form by District Counsel, with John Schwada for an additional amount not to exceed $40,000 and a contract time extension through December 31, 2019.

4. AWARD OF CONTRACT FOR SAFE DRINKING WATER – HUNTINGTON PARK WELL 15 TREATMENT PROJECT
   **Staff Recommendation** (1) Reject the bid from Cora Constructors, Inc.; and (2) Award the construction contract to Pacific Hydrotech Corporation for an amount not to exceed $1,208,574 plus a 15% contingency, for a total of $1,390,005 for the Huntington Park Well 15 Treatment Project.

5. AUTHORIZATION TO EXECUTE AMENDMENT NO. 3 TO AGREEMENT WITH GHD FOR PHASES 3 AND 4: OWNER’S ENGINEER/OWNER’S AGENT (OE/OA) SERVICES FOR THE ALBERT ROBLES CENTER (ARC)
   **Staff Recommendation**: The Capital Improvement Projects Committee recommends that the Board of Directors authorize the Board President to execute Amendment No. 3 to the agreement with GHD, subject to approval as to form by District Counsel, for Phases 3 and 4: Owner's Engineer/Owner's Agent (OE/OA) services for the Albert Robles Center (ARC) for a total contract amount of $3,027,395, plus a 10% contingency allowance of $302,740, for a total project budget amount of $3,330,135.
6. AUTHORIZATION NO COST TIME EXTENSION FOR THE EGOSCUE LAW GROUP CONTRACT FOR OUTREACH SERVICES FOR THE ALBERT ROBLES CENTER (ARC) ADVANCED WATER TREATMENT FACILITY

Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors execute Amendment No. 1 to Contract No. 833 with Egoscue Law Group, subject to approval as to form by District Counsel, to extend the term of the contract to December 31, 2019.

7. NOTICE OF COMPLETION FOR THE ROBERT W. GOLDSWORTHY DESALTER EXPANSION AND COMPLETION OF NEW SOURCE WATER WELLS AND CONVEYANCE PIPELINES PROJECT

Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors accept the Robert W. Goldsworthy Desalter Expansion and Completion of New Source Water Wells and Conveyance Pipelines Project (Project) as complete, authorize the General Manager to file a Notice of Completion with the Los Angeles County Clerk's office in accordance with the California Public Contract Code, and authorize release of construction contract retention in the amount of $687,796.09 to Shimmick Construction Company, Inc. (Shimmick), upon satisfaction of all applicable conditions of the contract including, without limitation, submission of Conditional/Unconditional Waivers and Releases upon Final Payment from Shimmick and Project subcontractors who filed Preliminary Notices. If Shimmick does not timely satisfy all applicable conditions to release of retention, the CIP Committee recommends that the Board of Directors authorize issuance of undisputed payments by joint check to Project subcontractors and suppliers from whom appropriate releases have been received in accordance with the Contract Documents. In addition, the CIP Committee recommends that the Board of Directors release the amount of $8,497.48 to Shimmick only upon completion of the investigation by the California Department of Industrial Relations of Shimmick's subcontractor, Precision Engineering Surveyors, Inc. and a finding that no penalties are owed by Shimmick or its subcontractor.

8. ALBERT ROBLES CENTER (ARC) DESIGN-BUILD PROJECT PROGRESS REPORT

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

9. ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAM UPDATE

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

10. DEPARTMENT REPORT

Staff Recommendation: The Capital Improvement Project (CIP) Committee recommends the Board of Directors receive and file the report.
11. DIRECTORS REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF

12. ADJOURNMENT

The Committee will adjourn to its next regularly meeting scheduled for June 13, 2018 at 11:00 a.m.

Agenda posted by Brandon Mims, Deputy Secretary on May 18, 2018. In compliance with ADA requirements, this document can be made available in alternative formats upon request.
MEMORANDUM
ITEM NO. 3

DATE: MAY 23, 2018
TO: CAPITAL IMPROVEMENT PROJECT (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR GRIP OUTREACH SUPPORT WITH JOHN SCHWADA

SUMMARY
John Schwada has assisted WRD and Dakota Communications in its outreach efforts with GRIP as part of the public advocacy and awareness campaign to educate and gain support from various stakeholders of the District’s GRIP outreach initiatives. These efforts include support as a strategic media director, seeking earned and paid media opportunities, developing effective messaging for media and press releases as well as scheduling and coordinating press conferences.

The timeline and schedule for GRIP construction has extended beyond what was initially anticipated. In an effort to maintain continued public outreach and media engagement about the project, 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 $75,000 and a contract expiring on June 30, 2018.

Additional GRIP outreach is needed to inform the public through mainstream media outreach of GRIP’s progress and benefits. These outreach efforts will build upon the trusting working relationships with District stakeholders. Staff recommends an additional contract amount not to exceed $40,000 and contract time extension through December 31, 2019.

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

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends the Board of Directors approve Amendment No. 1, subject to approval as to form by District Counsel, with John Schwada for an additional amount not to exceed $40,000 and a contract time extension through December 31, 2019.

ATTACHMENTS
(1) Amendment No. 1 with John Schwada
AMENDMENT NO.1 TO CONTRACT NO. 836
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
JOHN SCHWADA

This Amendment No.1 to Contract No. 836, is made and entered into this ___
day of June, 2018 ("Effective Date"), by and between the Water Replenishment District
of Southern California (hereinafter "District"), and John Schwada, (hereinafter
"Consultant"). The District and Consultant are collectively referred to herein as the
"Parties".

I. 
REQUITALS

A. WHEREAS, On July 16, 2015, a certain agreement, hereinafter referred to
as Contract No. 836 ("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 this Amendment
No.1 to the Agreement 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 original 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 Forty Thousand Dollars ($40,000.00).

2. Term of the Agreement: The term of the Agreement shall be extended to
December 31, 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 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.

JOHN SCHWADA, ("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
John Schwada

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 John Schwada ("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.

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.

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:

   John Schwada  
   2625 Mandeville Canyon Road  
   Los Angeles, CA 90049  
   Phone: 310-709-0056

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.
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 Kathernian
Print Name
Secretary, Board of Directors
Title

John Schwada ("CONTRACTOR")

Signature
Print Name
Print Name: MEDIA CONSULTANT - Mediafix Associates
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 (Dakota), Mr. Schwada 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 Strategic Media Director
Working closely with Dakota and WRD, Mr. Schwada will oversee, develop, implement, and assess a comprehensive media strategy that includes earned and paid media outreach for all markets within the GRIP service areas including local and ethnic print, radio, television, social networks, and micro-blogs. Mr. Schwada will develop the overall media strategy for GRIP initiatives. All strategic media outreach will be reviewed and edited by Mr. Schwada as needed.

2.0 Seek Earned Media Opportunities
As the Strategic Media Director, Mr. Schwada will lead the efforts for earned media opportunities to help increase awareness and coverage of GRIP initiatives. Through meetings with editorial boards, briefings with reporters, and roundtable discussions as needed, Mr. Schwada will help increase the media opportunities for WRD and help advance the initiatives of GRIP. Earned media opportunities will be sought in print, television, radio, local and ethnic media, and new media opportunities. In addition, Mr. Schwada will help identify and develop additional contacts with various media outlets and small community newspaper in WRD’s service areas.

3.0 Develop Effective Messaging for Media
Based on the outcomes of the focus groups and polling data, and working closely with WRD and Dakota Communications, Mr. Schwada will help develop effective messaging that best communicates the goals and objectives of the GRIP initiatives. Media messaging will complement the overall community outreach messaging and will be modified as needed to best reach media outlets and encourage positive coverage of WRD and GRIP. Messaging will be used to develop media kits, talking points, briefing memos, and press releases and other key communication opportunities.

4.0 Press Releases and Press Conferences
Press releases will be held at key milestones of the project to encourage earned media opportunities in print, radio, television, and online media outlets. Timely press releases and media advisories, coupled with well-timed press conferences will assure that the outreach campaign is executed to respond to and capitalize on any event related to WRD and GRIP. Working with the team, Mr. Schwada will help develop press releases and schedule press conferences.

5.0 Crisis Management
Mr. Schwada will also handle media relations when if any crises situations arise, working with Dakota, WRD and the team, if needed. Mr. Schwada will brief and coach the key staff and board members on how to effectively handle media during and after crises situations.
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>
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</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$175</td>
</tr>
</tbody>
</table>

2.0 A budgetary amount not to exceed $75,000 (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.
MEMORANDUM
ITEM NO. 4

DATE: MAY 23, 2018
TO: CAPITAL IMPROVEMENT COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AWARD OF CONTRACT FOR SAFE DRINKING WATER – HUNTINGTON PARK WELL 15 TREATMENT PROJECT

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 Huntington Park Well 15 has been impacted with elevated concentrations of Trichloroethylene (TCE) since 1986. Through the District’s Safe Drinking Water Program, a treatment system consisting of six (6) low profile air strippers was installed in 1994. These 22 year old air stripper units continue to operate and successfully remove TCE; however, the units have become problematic causing overflow that waste water, algae build up and increased operation and maintenance labor. In addition, in recent years, schools have been built within close proximity to Well 15. The City has requested assistance from the District to replace the air stripper units with a Granular Activated Carbon (GAC) treatment system to continue remove the TCE.

The Board authorized the release of a Request for Bids for the Huntington Park Well 15 Treatment Project and the project was advertised for competitive bids. On May 3, 2018, the District received and publicly opened 5 bids, as summarized below.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount of Bid</th>
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</thead>
<tbody>
<tr>
<td>Cora Constructors, Inc.</td>
<td>$1,112,000</td>
</tr>
<tr>
<td>Pacific Hydrotech Corporation</td>
<td>$1,208,700</td>
</tr>
<tr>
<td>IQA Construction</td>
<td>$1,315,500</td>
</tr>
<tr>
<td>Zusser Company, Inc.</td>
<td>$1,365,000</td>
</tr>
<tr>
<td>Mocon Corp</td>
<td>$1,380,000</td>
</tr>
</tbody>
</table>

Thereafter, District staff and legal counsel have evaluated the bid results and deemed that the apparent low bidder, Cora Constructors, Inc. is non-responsive due to its failure to submit all required information. Therefore, in accordance with the Public Contract Code, the second
apparent low bidder, Pacific Hydrotech Corporation is deemed the lowest responsible and responsive bidder, with the bid amount of $1,208,700.

**FISCAL IMPACT**
Funds for this project will come from the 2015 bond issue. The construction of the improvements is estimated to cost $1,208,700 plus a 15 percent contingency ($181,305), for total not-to-exceed amount of $1,390,005.

**STAFF RECOMMENDATION**
(1) Reject the bid from Cora Constructors, Inc.; and
(2) Award the construction contract to Pacific Hydrotech Corporation for an amount not to exceed $1,208,574 plus a 15% contingency, for a total of $1,390,005 for the Huntington Park Well 15 Treatment Project.
MEMORANDUM

ITEM NO. 5

DATE: MAY 23, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AUTHORIZATION TO EXECUTE AMENDMENT NO. 3 TO AGREEMENT WITH GHD FOR PHASES 3 AND 4: OWNER’S ENGINEER/OWNER’S AGENT (OE/OA) SERVICES FOR THE ALBERT ROBLES CENTER (ARC)

SUMMARY

The Albert Robles Center (ARC) project schedule includes numerous critical path milestones that must be managed and attained to meet the overall CY2018 project completion. To assist with achieving these milestones and goals WRD retained the services of GHD to act as the District’s Owner’s Engineer/Owner’s Agent. The OE/OA’s work was originally estimated to be spread over several years commencing with the authorization of the Phase 1 contract in mid-2015 with future phases of work to be negotiated and processed as amendments to the base contract as the project progressed through the completion of construction and transitional operations period over the first two years of the ARC project. The initial Phase 1 contract totaled $2,799,911.00, and was completed around February 2016. Work completed by the OE/OA during the initial Phase 1 contract included, but was not limited to:

- Completion of the 3-part DBE Procurement Process that included preparation, distribution, and review of Request of Expression of Interest, Request for Qualification, and Request for Proposal for selection of a DBE.
- Completion of design-bid-build plans, specifications, and engineer’s estimate documents for the deconstruction of improvements located at 4320, 4330, and 4334 San Gabriel River Parkway. This task also included procuring the environmental monitoring and reporting support services related to the Deconstruction Project.
- Completion of design-bid-build plans, specifications, and engineer’s estimate documents for the Off-Site Utilities (Brine Pipeline) Improvement Project.
- Grant/loan writing and related administration work in support of the District’s ARC Project, State Revolving Fund (SRF), Metropolitan Water District Local Resource Program (LRP), and River’s and Mountains Conservancy (RMC) funding applications.

Following the signing of the agreement with J.F. Shea Co., Inc. (J.F. Shea) as the prime contractor for the Design Build Entity (DBE) team, the base contract was amended to include the Phase 2 portion of the project. The OE/OA work completed during the Phase 2 portion of the project included:
• Successful negotiation and execution on an agreement (Contract) with the District’s selected DBE for the ARC Project.
• Continued Programmatic Management and Technical Advisory Services relating to ARC.
• ARC advanced planning, design progression, entitlement, permitting, grants administration.
• ARC monitoring well design, and development.
• ARC storage well design development.
• ARC construction Notice to Proceed preparation & distribution.

The fee for the Phase 2 portion of the project totaled $2,170,000.00.

Issuance of the Notice to Proceed in July 2016 marked the beginning of the construction portion of the project. The OE/OA contract was again amended to expand the scope of work to include:

• Quality assurance during construction of the ARC.
• Completion and approval of Title 22 Engineering Report.
• Continued Programmatic Management and Technical Advisory Services relating to ARC.
• Continued ARC planning, design progression, entitlement, permitting, and grants administration.
• ARC construction management related services.
• ARC startup, commissioning, and testing support services.
• Preparation and filing of ARC Notice of Completion.

This portion of the project involved a fee total of $5,486,000.00, with a contingency amount of $549,000.00 for a total Phase 2 contract amount of $6,035,000.00. This work is currently in progress and was expected to take the project through the original project completion date of July 2018.

In January 2018, a change order was issued to J.F. Shea which extended the project completion date to December 31, 2018. This has necessitated the Phase 3 portion of the OE/OA contract to be extended as well, from the previous completion date of July 2018 to December 2018.

Also, in anticipation of the onset of ARC operations, WRD staff would like to include a Phase 4 scope of work to the OE/OA contract at this time, which will provide assistance during the initial two years of plant transitional operations that is included in the DBE contract. The proposed scope of work under the Extended Phase 3/Phase 4 Amendment will essentially be a continuation of the Phase 3 scope stated above with the inclusion of the Phase 4 scope (2-Year Transitional Operations Period) that will include:

Monthly tasks comprising of the following:
• Regular Plant Performance Review
• Process Equipment Performance
• Plant Availability
• Chemical Usage
• Power Usage
• Permit Compliance
• Contract Compliance
• Adherence to CMMS
• Monthly meetings with District Operations Staff
• Deliverable: Short, concise memo

Quarterly tasks comprising of the following:
• Client Review
• Combine Monthly Review highlights into quarterly review
• Review actual cost of water for the specific quarter and average cost of water since performance test
• Quarterly meetings with District staff and senior management, and possibly PERC water team
• Plant walkthrough condition assessment of key assets
• Deliverable: Detailed report

**FISCAL IMPACT**

The proposed Extended Phase 3/Phase 4 scope of work fee total of $3,027,395 is expected to last through the completion of the ARC final design, construction, start-up, commissioning, testing, and permitting period, as well as the first two years of the transitional operations period. The fiscal impact for the recommended professional engineering consulting (OE/OA) services Contract Amendment No. 3 is $3,027,395, plus a 10% contingency allowance of $302,740, for a total project budget amount of $3,330,135. Sufficient funds are included in the District’s Capital Improvement Program (CIP) for the ARC project. This remaining work is being funded by the District’s 2015 Bond, 1-percent State Revolving Fund low interest loan, and grant(s) proceeds.

**STAFF RECOMMENDATION**

The Capital Improvement Projects Committee recommends that the Board of Directors authorize the Board President to execute Amendment No. 3 to the agreement with GHD, subject to approval as to form by District Counsel, for Phases 3 and 4: Owner’s Engineer/Owner’s Agent (OE/OA) services for the Albert Robles Center (ARC) for a total contract amount of $3,027,395, plus a 10% contingency allowance of $302,740, for a total project budget amount of $3,330,135.
MEMORANDUM
ITEM NO. 6

DATE: MAY 23, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: NO COST TIME EXTENSION FOR THE EGOSCUE LAW GROUP CONTRACT FOR OUTREACH SERVICES FOR THE ALBERT ROBLES CENTER (ARC) ADVANCED WATER TREATMENT FACILITY

SUMMARY
On July 16, 2015, the Board of Directors executed a contract with Egoscue Law Group for an amount of $45,000 to work with WRD and Dakota Communications to provide community outreach services for the Albert Robles Center (ARC) Advanced Water Treatment Facility (AWTF) Project. Specifically, Egoscue Law Group assisted in the public advocacy and awareness campaign to educate, gain support, and advise key stakeholders, including environmental groups and applicable, non-governmental organizations, as it relates to promoting and progressing the ARC AWTF Project.

The timeline and schedule for construction of the ARC AWTF has extended beyond initially anticipated. To maintain continued support and education about the ARC AWTF to key stakeholders, the District is seeking to extend the term of the contract, since the contract with Egoscue Law Group expires on June 30, 2018. Staff recommends a no cost time extension to December 31, 2019 for the existing contract with Egoscue Law Group.

FISCAL IMPACT
None at this time.

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors execute Amendment No. 1 to Contract No. 833 with Egoscue Law Group, subject to approval as to form by District Counsel, to extend the term of the contract to December 31, 2019.

ATTACHMENTS
(1) DRAFT Amendment No. 1 to Contract No. 833 with Egoscue Law Group
AMENDMENT NO.1 TO CONTRACT NO. 833
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
EGOSCUE LAW GROUP

This Amendment No.1 to Contract No. 833, is made and entered into this ___ day of ___ , 2018 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and Egoscue Law 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. 833 ("Agreement"), was executed between the District and Consultant for the Consultant to assist the District with efforts related to the Groundwater Reliability Improvement Project (GRIP); and

B. WHEREAS, District and Consultant desire to enter into Amendment No.1 to the Agreement in order to extend the term of the Agreement, 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 Agreement: The term of the Agreement shall be extended to December 31, 2019 (the “Expiration Date”).

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

EGOSCUE LAW GROUP, ("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

Atorneys 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 Egoscue Law 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.

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.

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:

**Tracy Egoscue**
**Egoscue Law Group**
3777 Long Beach Blvd, Suite 280
Long Beach, CA 90807
Phone: 562-988-5978

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

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**Signature**

Sergio Calderon  
*President, Board of Directors*

**Signature**

Rob Katherman  
*Secretary, Board of Directors*

---

EGOSCUE LAW GROUP ("CONTRACTOR")

**Signature**

Tracy Egoscue  
*Attorney/Owner*

---

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, lead GRIP outreach consultant, and WRD staff, Egoscue Law Group will provide the following community outreach services as part of the GRIP outreach initiatives:

1.0 Assist WRD to identify and reach-out to key stakeholders, specifically environmental groups and applicable, non-government organizations as it relates to GRIP. In addition, Egoscue Law Group will educate stakeholders on GRIP initiatives and advise stakeholders.

2.0 Document all stakeholder outreach activities and provide activity reports as instructed.
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>Principal</td>
<td>$400</td>
</tr>
</tbody>
</table>

2.0 A budgetary amount not to exceed $45,000 (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 23, 2018
TO:        CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM:      ROBB WHITAKER, GENERAL MANAGER
SUBJECT:   NOTICE OF COMPLETION FOR THE ROBERT W. GOLDSWORTHY DESALTER EXPANSION AND COMPLETION OF NEW SOURCE WATER WELLS AND CONVEYANCE PIPELINES PROJECT

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

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

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

Following substantial completion of the project, several construction-related items including a request by Shimmick for a compensable time extension were still under dispute. After several weeks of negotiations with WRD, Shimmick agreed to split these costs in half with WRD. As a result, on February 21, 2018, the Board approved a second budget appropriation increase in the amount of $235,922, bringing the total project budget to $13,755,922, to address all disputed items and the final time extension.
Punchlist items were completed by March 1, 2018 and therefore, the construction contract is now considered complete. There are no outstanding change orders. However, WRD is withholding an amount of $8,497.48 from Shimmick due to penalties and fees associated with labor violations by one of Shimmick's subcontractors, Precision Engineering Surveyors, Inc. At the recommendation of WRD's labor consultant, Pacific Resources, WRD is withholding these funds until the investigation by the California Department of Industrial Relations is complete.

Upon Board approval, the WRD will file a required Notice of Completion for the Robert W. Goldsworthy Desalter Expansion and Completion of New Source Water Wells and Conveyance Pipelines Project with the Los Angeles County Clerk's office and will also release to Shimmick Construction Company, Inc. undisputed funds held in retention, if any. As of the date of this staff report, WRD is holding retention in the amount of $687,796.09. However, this retention amount will not be released to Shimmick until all applicable conditions of the contract have been satisfied including, without limitation, submission of Conditional/Unconditional Waivers and Releases upon Final Payment from Shimmick and Project subcontractors who filed Preliminary Notices. Article 11.10.D. of the General Conditions permits the WRD to withhold 150% of any reasonably disputed amount. Because Shimmick has not submitted any of the required Conditional/Unconditional Waivers and Releases (either for itself or for any of the project subcontractors who submitted Preliminary Notices), the entire retention amount is currently disputed.

**FISCAL IMPACT**

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

**STAFF RECOMMENDATION**

The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors accept the Robert W. Goldsworthy Desalter Expansion and Completion of New Source Water Wells and Conveyance Pipelines Project (Project) as complete, authorize the General Manager to file a Notice of Completion with the Los Angeles County Clerk's office in accordance with the California Public Contract Code, and authorize release of construction contract retention in the amount of $687,796.09 to Shimmick Construction Company, Inc. (Shimmick), upon satisfaction of all applicable conditions of the contract including, without limitation, submission of Conditional/Unconditional Waivers and Releases upon Final Payment from Shimmick and Project subcontractors who filed Preliminary Notices. If Shimmick does not timely satisfy all applicable conditions to release of retention, the CIP Committee recommends that the Board of Directors authorize issuance of undisputed payments by joint check to Project subcontractors and suppliers from whom appropriate releases have been received in accordance with the Contract Documents. In addition, the CIP Committee recommends that the Board of Directors release the amount of $8,497.48 to Shimmick only upon completion of the investigation by the California Department of Industrial Relations of Shimmick's subcontractor, Precision Engineering Surveyors, Inc. and a finding that no penalties are owed by Shimmick or its subcontractor.
MEMORANDUM
ITEM NO. 8

DATE: MAY 23, 2018
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: ALBERT ROBLES CENTER (ARC) DESIGN-BUILD PROJECT PROGRESS REPORT

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

FISCAL IMPACT
None.

STAFF RECOMMENDATION
The Capital Improvement Project (CIP) Committee recommends the Board of Directors receive and file the report.
DATE: MAY 23, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAM UPDATE

SUMMARY
An Albert Robles Center (ARC) Outreach Programs oral update will be provided at the meeting.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For discussion and possible action.
MEMORANDUM
ITEM NO. 10

DATE: MAY 23, 2018
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: DEPARTMENT REPORT

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

FISCAL IMPACT
None.

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