MEETING OF THE CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA. 90712
11:00 AM, WEDNESDAY, JULY 25, 2018

AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt 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. PUBLIC COMMENT

3. AWARD OF CONTRACT FOR SAFE DRINKING WATER – LYNWOOD WELL 11 TREATMENT PROJECT
   Staff Recommendation: Award the construction contract to Carbon Activated Corporation for an amount not to exceed $820,000 plus a 15% contingency, for a total of $943,000 for the SDW Lynwood Well 11 Treatment Project.

4. FIELD OPERATIONS AND STORAGE ANNEX FACILITY IMPROVEMENT PROJECT DELIVERY DISCUSSION
   Staff Recommendation: For discussion and possible action.

5. EXECUTE AGREEMENT FOR SPECIAL CONSTRUCTION COUNSEL FOR THE FIELD OPERATIONS AND STORAGE ANNEX CONSTRUCTION PROJECT
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends the Board of Directors execute an agreement, subject to approval as to form by District Counsel, with Hunt Ortmann Palfy Nieves Darling & Mah, Inc. for legal services related to the construction of the District’s new field operations and storage annex on an as-needed basis (time and material) for a total not-to-exceed amount of $100,000.

6. ALBERT ROBLES CENTER LANDSCAPE FINAL DESIGN FEATURES AND SAN GABRIEL RIVER MODEL UPDATE
   Staff Recommendation: For discussion only.

7. ALBERT ROBLES CENTER ADVANCED WATER TREATMENT
FACILITY (ARC AWTF) DESIGN-BUILD PROJECT PROGRESS REPORT

Staff Recommendation: The Capital Improvement Projects (CIP) Committee receive and file the report.

8. DEPARTMENT REPORT

Staff Recommendation: The Capital Improvement Projects (CIP) Committee receive and file the report.

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

10. ADJOURNMENT - The Capital Improvement Projects (CIP) Committee will adjourn to the next meeting currently scheduled for August 8, 2018.

Agenda posted by SHERRI BROWN, on 07/20/2018. 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 Deputy Secretary at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

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

Agendas 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 Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
MEMORANDUM
ITEM NO. 3

DATE: JULY 25, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AWARD OF CONTRACT FOR SAFE DRINKING WATER – LYNWOOD WELL 11 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 Lynwood Well 11 has been impacted with elevated concentrations of Tetrachloroethylene (PCE) and Trichloroethylene (TCE) over the past several years. The City of Lynwood has requested financial assistance from the District through the District’s Safe Drinking Water Program (SDWP) for a Granular Activated Carbon (GAC) treatment system to remove the PCE & TCE. The treatment system will have the capacity to treat the full flow of the well.

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 June 26, 2018, the District received and publicly opened 5 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>$820,000</td>
</tr>
<tr>
<td>Environmental Construction, Inc.</td>
<td>$864,369</td>
</tr>
<tr>
<td>Pacific Hydrotech Corporation</td>
<td>$872,975</td>
</tr>
<tr>
<td>Pyramid Building &amp; Engineering</td>
<td>$873,350</td>
</tr>
<tr>
<td>IQA Construction</td>
<td>$1,049,615</td>
</tr>
</tbody>
</table>
Thereafter, District staff and legal counsel have evaluated the bid results and deemed that the apparent low bidder, Carbon Activated Corporation is the lowest responsible and responsive bidder, with the bid amount of $820,000.

**FISCAL IMPACT**

Funds for this project will come from the 2015 bond issue. The construction of the improvements is estimated to cost $820,000 plus a 15 percent contingency ($123,000), for total not-to-exceed amount of $943,000.

**STAFF RECOMMENDATION**

The Capital Improvement Projects (CIP) Committee recommends the Board of Directors award the construction contract to Carbon Activated Corporation for an amount not to exceed $820,000 plus a 15% contingency, for a total of $943,000 for the SDW Lynwood Well 11 Treatment Project.
THIS AGREEMENT is by and between Water Replenishment District of Southern California (“Owner”) and Carbon Acitvated Corporation (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Specification Section 01100.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: LYNWOOD WELL 11 PCE & TCE TREATMENT

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by KEH & ASSOCIATES.

3.02 The Owner has retained KEH & ASSOCIATES (“Engineer”) to act as Owner’s Representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. Contractor will achieve Substantial Completion within 250 days after the date when the Contract Times commence to run. Substantial Completion is defined as having a fully tested and operational system as described in the Contract Documents and all of the Work is complete except for minor corrective items.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for achieving Substantial Completion until Substantial Completion is achieved.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts indicated in the Bid Form, subject to adjustment under the terms of the Contract.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner’s Site Representative as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
a. **95 percent** of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owners Site Representative, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **50 percent** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100-percent** of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200-percent** of Owner’s Site Representative’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 Final Payment
A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of **5-percent** per annum.

### ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Based on the information and observations referred to in paragraph B, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

H. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (Section 00500)
2. Performance bond (Section 00610)
3. Payment bond (Section 00615)
4. Non-Collusion Affidavit (Section 00650)
5. General Conditions (Section 00700)
6. Supplementary General Conditions (Section 00800)
7. Specifications as listed in the table of contents of the Project Manual
8. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: Lynwood Well 11 PCE & TCE Treatment.
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Bid Form (Section 00300).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the
written consent of the party sought to be bound; and, specifically but without limitation, money
that may become due and money that is due may not be assigned without such consent (except
to the extent that the effect of this restriction may be limited by law), and unless specifically
stated to the contrary in any written consent to an assignment, no assignment will release or
discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns
A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to
the other party hereto, its successors, assigns, and legal representatives in respect to all
covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability
A. Any provision or part of the Contract Documents held to be void or unenforceable under any
Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be
valid and binding upon Owner and Contractor, who agree that the Contract Documents shall
be reformed to replace such stricken provision or part thereof with a valid and enforceable
provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor’s Certifications
A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive
practices in competing for or in executing the Contract. For the purposes of this Paragraph
10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value
likely to influence the action of a public official in the bidding process or in the Contract
execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to
influence the bidding process or the execution of the Contract to the detriment of Owner,
(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive
Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with
or without the knowledge of Owner, a purpose of which is to establish Bid prices at
artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons
or their property to influence their participation in the bidding process or affect the
execution of the Contract.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on __________ (which is the Effective Date of the Contract).

OWNER:

Water Replenishment District of Southern California

By: ________________________________

Title: President of the Board of Directors

CONTRACTOR:

Carbon Activated Corporation

By: ________________________________

Title: ________________________________

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: ________________________________

Title: ________________________________

Title: ________________________________

Address for giving notices:

Water Replenishment District of Southern California

4040 Paramount Boulevard

Lakewoood, CA 90712

License No.: ________________________________

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

++END OF SECTION++
SECTION 00300  
BID FORM  

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</tr>
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<td>2</td>
</tr>
<tr>
<td>Article 3 – Bidder’s Representations</td>
<td>2</td>
</tr>
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<td>3</td>
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<td>Article 5 – Basis of Bid</td>
<td>4</td>
</tr>
<tr>
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<td>5</td>
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<tr>
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<td>5</td>
</tr>
<tr>
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<td>5</td>
</tr>
<tr>
<td>Article 9 – Bid Submittal</td>
<td>6</td>
</tr>
</tbody>
</table>

Issued for Bid
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA, 90712

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of Section 00202, Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>June 20, 2018</td>
</tr>
<tr>
<td>2</td>
<td>June 21, 2018</td>
</tr>
</tbody>
</table>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and
procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

J. All communications concerning this Bid must be in written form and shall be addressed to:

Charlene King, Project Manager
Water Replenishment of Southern California
4040 Paramount Boulevard
Lakewood, California 90712

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Bid Unit Price</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization (not to exceed 5% of total bid price)</td>
<td>LS</td>
<td>1</td>
<td></td>
<td>$ 36,355.00</td>
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<td>2</td>
<td>Potholing</td>
<td>EA</td>
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<td>$ 1,014.59</td>
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<td>Demolition</td>
<td>LS</td>
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<td>4</td>
<td>Concrete Equipment Pad</td>
<td>CY</td>
<td>75</td>
<td>$ 1,110.40</td>
<td>$ 83,280.00</td>
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<td>5</td>
<td>Structural Calculations and Geotechnical Report</td>
<td>LS</td>
<td>1</td>
<td></td>
<td>$ 27,824.50</td>
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<td>6</td>
<td>GAC Units</td>
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<td>$ 361,207.14</td>
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<td>7</td>
<td>Backwash Tanks</td>
<td>LS</td>
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<td>Sewer Lateral</td>
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<td>Yard Piping</td>
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<td>10</td>
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<td>LS</td>
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<td>11</td>
<td>Startup, Training and O&amp;M Manuals (at least 5% of total bid price)</td>
<td>LS</td>
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<td>12</td>
<td>Demobilization, Cleanup, and Other Items</td>
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<td>13</td>
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<td>$ 3,000</td>
<td>$ 3,000</td>
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</tbody>
</table>

Total $ 820,000.00

Eight Hundred twenty thousand and zero cents

(Amount In Words)

Bid Form 00300-4 May 2018
Bid Item scopes per Section 01200, Measurement and Payment.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:
   A. Bid Bond 00410;
   B. General Contractor Questionnaire 00430;
   C. Authority Execute Bid and Contract 00435;
   D. Non-Collusion Affidavit (For Prime & Each Subcontractor) 00650;
   E. Data Sheet Schedule 11200-1;
   F. Experience Information Schedule 11200-2;
   G. Evidence of Contractor’s license.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid Form have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
ARTICLE 9 – BID SUBMITTAL

**Sole Proprietorship:**

By: __________________________________________

(SEAL) Individual’s Name

Doing business as: __________________________________

Business address: __________________________________

_________________________________________________

_________________________________________________

Phone Number: ________________________________

**Partnership:**

By: __________________________________________

(SEAL) Firm Name

_________________________________________________

General Partner

Business address: __________________________________

_________________________________________________

_________________________________________________

Phone Number: ________________________________
Corporation:

By: Carbon Activated Corporation

(SEAL) Corporation Name

California State of Incorporation

By: Lionel Perera Name of person authorized to sign

President Title

(CORPORATE SEAL)

Attest: Anne Nash Secretary

Business address: 2250 S. Central Ave.

Compton, CA 90220

Phone Number: 310 885 4555
Joint Venture:

By: __________________________________________ Name

Address: _______________________________________

_____________________________________________

_____________________________________________

By: __________________________________________ Name

Address: _______________________________________

_____________________________________________

_____________________________________________

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

++END OF SECTION++
MEMORANDUM
ITEM NO. 4

DATE: JULY 25, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: FIELD OPERATIONS AND STORAGE ANNEX FACILITY IMPROVEMENT PROJECT DELIVERY DISCUSSION

SUMMARY

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

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

Over the past few months, Gillis-Panichapan has conducted the needs assessment, provided a building evaluation and existing condition assessment report, developed conceptual/schematic designs and provided cost estimates. The alternative project delivery methods for the next phase will be discussed.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

For discussion and possible action.
MEMORANDUM
ITEM NO. 5

DATE: JULY 25, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: EXECUTE AGREEMENT FOR SPECIAL CONSTRUCTION COUNSEL FOR THE FIELD OPERATIONS AND STORAGE ANNEX CONSTRUCTION PROJECT

SUMMARY

In May 2016, WRD (District) purchased a 2.3-acre parcel, located at 3919 Paramount Boulevard, Lakewood, California, which will serve as the District’s new field operations and storage annex. On April 27, 2017, a contract was awarded to Gillis + Panichapan Architects, Inc. for architectural/engineering design services related to the new annex. Upon completion of the design, the property will be razed and construction of the new annex is expected to commence in 2019.

Recognizing the complexity of this proposed project, the District desires to retain a special construction counsel, specifically Hunt Ortmann Palffy Nieves Darling & Mah, Inc. (Hunt Ortmann) with experience in public construction contracts, prior to commencement of construction. WRD has a great deal of experience in working with Hunt Ortmann. Hunt Ortmann previously provided legal services to WRD for the Leo J. Vander Lans Advanced Water Treatment Facility Expansion Project. In addition, Hunt Ortmann assisted in the development and management of the construction contract with J.F. Shea Co., Inc. for the design-build construction of the Albert Robles Center (ARC) Advanced Water Treatment Facility (AWTF).

Completion of the field operations and storage annex would ideally be completed and ready for occupancy on/or before Spring 2020. Therefore, design and construction activities would need to commence sometime in early 2019. Staff anticipates that over the next two years, legal services will be required from Hunt Ortmann on an as-needed basis (time and material) in support of the design/construction project and to safeguard the District’s interest. Based on the size and complexity of the project, a total not-
exceed amount of $100,000 is recommended for the two-year effort. Detailed terms are contained in the attached Attorney Services Agreement.

**FISCAL IMPACT**

Sufficient funds are included in the District’s Capital Improvement Program (CIP) for the field operations and storage annex construction project.

**STAFF RECOMMENDATION**

The Capital Improvement Projects (CIP) Committee recommends the Board of Directors execute an agreement, subject to approval as to form by District Counsel, with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. for legal services related to the construction of the District’s new field operations and storage annex on an as-needed basis (time and material) for a total not-to-exceed amount of $100,000.
MEMORANDUM
ITEM NO. 6

DATE: JULY 25, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: ALBERT ROBLES CENTER LANDSCAPE FINAL DESIGN FEATURES AND SAN GABRIEL RIVER MODEL UPDATE

SUMMARY

A multi-faceted and feature rich landscape demonstration garden exhibit is included as part of the Design-Build package associated with the Albert Robles Center (ARC) Advanced Water Treatment Facility. Staff will present an update of the ARC landscape final design features and San Gabriel River model details.

FISCAL IMPACT

None at this time.

STAFF RECOMMENDATION

For discussion only.
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 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 Projects (CIP) Committee receive and file the report.
MEMORANDUM
ITEM NO. 8

DATE: JULY 25, 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.