SPECIAL MEETING OF THE CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA. 90712
9:30 AM, WEDNESDAY, AUGUST 08, 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
   Pursuant to Government Code Section 54954.3

3. APPROVE MINUTES OF JANUARY 11, 2018 MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee will approve minutes as submitted.

4. APPROVE MINUTES OF JANUARY 24, 2018 SPECIAL MEETING OF THE CAPITAL IMPROVEMENT PROJECTS
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee will approve minutes as submitted.

5. APPROVE MINUTES OF JULY 11, 2018 MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee will approve minutes as submitted.

6. AUTHORIZE RELEASE OF RFB TO SUPPLY AND INSTALL FIRE, SECURITY, AND ACCESS CONTROL SYSTEMS
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee will authorize staff to release the Request for Bids (RFB).

7. CONTRACT AMENDMENT NO. 2 WITH AKD CONSULTING FOR THE ALBERT ROBLES CENTER (ARC) CONSTRUCTION PROJECT
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends the Board of Directors execute Amendment No. 2 to Contract No. 917, subject to approval as to form by District Counsel, with AKD Consulting for the evaluation of Change Order No. 4 that is
currently being proposed by J.F. Shea Construction, Inc. and documentation for GHD’s recently executed Contract Amendment No. 3, for an amount not to exceed $28,000, plus a 10% contingency for unforeseen conditions, for a total cost not to exceed $30,800 and with a contract term that ends on June 30, 2019.

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 22, 2018 at 11:00 a.m.

Agenda posted by SHERRI BROWN, on 08/07/2018. 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: AUGUST 08, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE MINUTES OF JANUARY 11, 2018 MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE

SUMMARY
A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, January 11, 2018 at 11:25 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Pro Tem John D. S. Allen called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee will approve minutes as submitted.
A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, January 11, 2018 at 11:25 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Pro Tem John D. S. Allen called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

1. DETERMINATION OF A QUORUM

A quorum was present, which included:
Committee: Directors John D. S. Allen, Albert Robles and Willard H. Murray, Jr. President Robert Katherman arrived late. Director Sergio Calderon was excused.
Staff: Robb Whitaker; Ken Ortega; Scott Ota; Ted Johnson; Brandon Mims; Pete Brown; Lyndsey Bloxom; Angie Mancillas; Kim Badescu; Jenn Swart; Jim McDavid; Diane Gatza; David Alvarez
Public: Tony Zorilla – K2; Maris Ensing – Mad Systems; Ash Dhingra – AKD Consulting; Randy Rains – RMC/Woodard and Curran, Inc.; Ryan Gallagher - KEH

2. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3
None.

3. APPROVE MINUTES OF THE MEETING OF MARCH 9, 2017
The Committee unanimously approved the minutes as submitted.

4. APPROVE MINUTES OF THE MEETING OF DECEMBER 14, 2017
The Committee unanimously approved the minutes as submitted.

5. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) PHASE 2 INTERPRETIVE/EXHIBITRY UPDATE
Chair Pro Tem Allen stepped down and turned the meeting over to Committee Chair Robles at this time.
General Manager Robb Whitaker provided an overview for this item. Mad Systems Representative Maris Ensing presented Phase 2 overall concepts to the Committee, and will provide a full conceptual design report at the next Committee meeting.
Discussion followed.
No action was taken on this item.

6. REVIEW CONCLUSIONS TO THE LEO J. VANDER LANS HYDRAULIC ANALYSIS, OPERATIONAL EFFICIENCIES, AND OPTIMIZATION STUDY
Assistant General Manager Ken Ortega provided an overview of the study. WRD Engineer Diane Gatza introduced Randy Rains and Ryan Gallagher to the Committee, to report on the analysis and next steps. Discussion followed.

No action was taken on this item.

7. APPROVE EXECUTION OF AMENDMENT NO. 1 TO CONTRACT NO. 880 WITH RMC WATER AND ENVIRONMENT FOR ADDITIONAL SCOPE TO COMPLETE PRELIMINARY DESIGN FOR AN ADDITIONAL WATER SUPPLY PIPELINE TO SUPPLY LEO J. VANDER LANS FACILITY
Ms. Gatza provided the report. Discussion followed.

The Capital Improvement Project (CIP) Committee unanimously recommended that the Board of Directors authorize the General Manager to execute Amendment No. 1 to Agreement No. 880 with RMC Water and Environment to:
1) Change their operating business name to Woodard and Curran, Inc., and
2) Provide additional scope items for the hydraulic analysis and optimization of the Leo J. Vander Lans, subject to approval as to form by District Counsel, for an amount not to exceed $179,052 and extend the term of the agreement to December 31, 2018.

This will be on the next Board of Directors agenda as a regular item for approval. The Committee unanimously agreed that no presentation for this item at the Board meeting will be necessary.

8. APPROVE 2018 - 2019 RENEWAL ESRI ARCGIS LICENSE
The Capital Improvement Project (CIP) Committee unanimously recommended that the Board of Directors renew the Maintenance License Agreement, subject to approval as to form by District Counsel, for ArcGIS Software with ESRI, Inc. for the term 2/1/2018 to 1/31/2019 at a cost of $10,700.

This will be a Consent Calendar item for approval on the next Board of Directors agenda.

9. APPROVE PAYMENT OF SCE DESIGN FEES FOR NEW ELECTRICAL CONNECTIONS TO THE GRIP AWTF SITE
Mr. Ortega provided a report. Discussion followed.

The Capital Improvement Project (CIP) Committee unanimously recommended that the Board of Directors approve payment of approximately $450,000.00 for design and construction related services from SCE for the construction of new power connections the GRIP AWTF site and for the undergrounding of existing electrical power lines on the western property boundary along San Gabriel River Parkway.

This will be on the next Board of Directors agenda as a regular item for approval.
10. APPROVE CHANGE ORDER NO. 3 TO THE DESIGN-BUILD CONTRACT (CONTRACT NO. 873) FOR THE GROUNDWATER RELIABILITY IMPROVEMENT PROJECT ADVANCED WATER TREATMENT FACILITY (GRIP AWTF)

Mr. Whitaker provided an overview of this item. Ash Dhingra of AKD Consulting presented an executive summary. Discussion followed.

Upon a motion duly made by Director Allen, seconded by Director Murray, and approved by roll call vote with Director Robles casting a No vote, it was

RESOLVED: The Capital Improvement Projects Committee recommended that the Board of Directors authorize the Chief Engineer to execute Change Order No. 3, subject to approval as to form by District Counsel, to the Design Build Contract (Contract No. 873) between the Water Replenishment District of Southern California and J. F. Shea Construction, Inc., increasing the contract amount to $110,278,399.08, and extending the project substantial completion date to December 31, 2018.

Ayes _3_
Noes _1_
Absent _1_
Abstain _0_

This will be on the next Board of Directors agenda as a regular item for approval.

11. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM ADVANCED WATER TREATMENT FACILITY (GRIP AWTF) DESIGN-BUILD PROJECT PROGRESS REPORT

Manager of Engineering Jim McDavid reported on construction progress of the Process, Administration and Learning Center buildings at the GRIP site. At the request of the Committee, Mr. Ortega presented a detailed reconciliation of the various change orders for the project. Discussion followed.

No action was taken.

12. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) OUTREACH PROGRAMS UPDATE

Rick Taylor of Dakota Communications described activities and actions being taken in the communities around the GRIP construction project. He reported that he and the WRD External Affairs department will be jointly planning for the year ahead activities for the opening. He also reported that there will be a ribbon cutting ceremony for the Leo J. VanderLans facility on February 6th, and that the next planned Pico Rivera community outreach project would be around April.
Mr. McDavid provided additional information regarding neighborhood accommodations being offered.

Mr. McDavid presented an EarthCam live view of the construction site. Discussion followed.

He stated that the local labor and diversity reports will be presented at the next CIP meeting.

No action was taken

13. DEPARTMENT REPORT
None.

14. DIRECTORS REPORTS, INQUIRIES, AND FOLLOW-UP OF DIRECTIONS TO STAFF
None.

15. ADJOURNMENT
The Committee agreed to change the January 25th meeting time and date to January 24th meeting to 12:00 P.M.

There being no further business to come before the Committee, a motion was made by Director Katherman and seconded by Director Allen to adjourn the meeting at 2:10 P.M.

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Chair

ATTEST:

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Member

Approved in minutes of:

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MEMORANDUM
ITEM NO. 4

DATE: AUGUST 08, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE MINUTES OF JANUARY 24, 2018 SPECIAL MEETING OF THE CAPITAL IMPROVEMENT PROJECTS

SUMMARY

A special meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, January 24, 2018 at 11:40 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Albert Robles called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

The Capital Improvement Projects (CIP) Committee will approve minutes as submitted.
MINUTES OF JANUARY 24, 2018
SPECIAL MEETING OF THE CAPITAL IMPROVEMENT PROJECTS
COMMITTEE OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A special meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, January 24, 2018 at 11:40 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Albert Robles called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

1. DETERMINATION OF A QUORUM
   A quorum was present, which included:
   Committee: Committee Chair Albert Robles; President John D. S. Allen; Directors Robert Katherman, Sergio Calderon and Willard H. Murray, Jr.
   Staff: Robb Whitaker; Ken Ortega; Scott Ota; Jim McDavid; H. Francisco Leal
   Public: Ash Dhingra – AKD Consulting; Rick Taylor – Dakota Communications; Jim Pieri – J. F. Shea; Benjamin Ocasio – Pacific Resources Services

2. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3
   None.

3. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM ADVANCED WATER TREATMENT FACILITY (GRIP AWTF) DESIGN-BUILD PROJECT PROGRESS REPORT
   WRD Assistant General Manager Ken Ortega and Manager of Engineering Jim McDavid provided the construction progress and cost update report for GRIP AWTF. Mr. McDavid and Rick Taylor of Dakota Communications gave an overview of the steps being taken to inform the Pico Rivera neighborhood of upcoming street improvement plans. Discussion followed.
   Mr. McDavid presented a live EarthCam view of the construction site.
   At the request of the Committee, Ash Dhingra gave his first monthly slide presentation summary of the design build team schedule, and provided his third-party observations and suggestions regarding the project progress. Discussion followed.
   The diversity report for the construction project was given by Jim Pieri and Ben Ocasio. Discussion followed.
   No action was taken.
4. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) OUTREACH PROGRAMS UPDATE

Mr. Taylor presented the report. He provided an update on the upcoming Goldsworthy Desalter ribbon cutting ceremony and instructed Board members to arrive by 9:15 a.m. unless otherwise told. Discussion followed.

5. DEPARTMENT REPORT

Robb Whitaker reported that he had just been notified that Prop 1 State grant funding of $700,000 had just been awarded to the District for a feasibility study for the Regional Brackishwater Reclamation Program. Discussion followed.

No action was taken.

6. NAMING OF THE GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM ADVANCED WATER TREATMENT FACILITY (GRIP AWTF) AS THE ALBERT ROBLES CENTER FOR WATER RECYCLING AND ENVIRONMENTAL LEARNING

Director Robles presented comments for this item. Discussion and comments followed.

President Allen requested that the record reflect his request that this item be taken up in the Administrative Committee meeting to report out to the Board. Discussion followed.

Upon a motion duly made by Director Murray, seconded by Director Calderon, and approved with President Allen abstaining, it was

RESOLVED: The Capital Improvement Projects Committee recommended that the Board of Directors approve naming the Groundwater Reliability Improvement Program Advanced Water Treatment Facility (GRIP AWTF) as the Albert Robles Center for Water Recycling and Environmental Learning.

Ayes _4_
Noes _0_
Absent _0_
Abstain _1_

This will be on the next Board of Directors agenda as a regular item for approval.

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

President Allen requested that through the month of April, regular Board and Capital Improvement Projects Committee meetings be held on Wednesdays at 11:00 a.m. instead of the current schedule of Thursdays.
8. ADJOURNMENT
There being no further business to come before the Committee, the meeting was adjourned at 1:04 P.M.

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Chair

ATTEST:

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Member

Approved in minutes of:

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DATE: AUGUST 08, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE MINUTES OF JULY 11, 2018 MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE

SUMMARY

A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on July 11, 2018 at 11:34 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Pro Tem Robert Katherman called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

The Capital Improvement Projects (CIP) Committee will approve minutes as submitted.
MINUTES OF JULY 11, 2018
MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE OF THE
BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on July 11, 2018 at 11:34 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Pro Tem Robert Katherman called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

1. DETERMINATION OF A QUORUM
A quorum was present, which included:
Committee: Committee Chair Pro Tem Robert Katherman and President John D. S. Allen; Director Sergio Calderon arrived late. Director Willard H. Murray, Jr. was excused.
Staff: Ken Ortega; Charlene King; Pete Brown; Jenna Shaunessy; Jessica Koop; David Alvarez

2. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3
None.

3. CONTRACT AMENDMENT WITH BRIGHTVIEW LANDSCAPE SERVICES (FORMERLY VALLEYCREST LANDSCAPE MAINTENANCE) FOR LANDSCAPE MAINTENANCE SERVICES
WRD Associate Engineer Charlene King provided a report. She stated that the original contract was for 4040 Paramount, Leo J. VanderLans facility, and the two properties in Florence; then amended to include 3919 Paramount. This request does not cover the Albert Robles Center. Discussion followed.

The Capital Improvement Projects (CIP) Committee recommended the Board of Directors execute an amendment with BrightView Landscape Services, subject to approval as to form by District Counsel, for additional landscape services for a total amount not to exceed $50,000 through February 28, 2019. This will be on the next Board of Directors agenda as a regular item for approval.

5. ALBERT ROBLES CENTER (ARC) DESIGN-BUILD PROJECT PROGRESS REPORT
This item was discussed out of order.
WRD Assistant General Manager Ken Ortega presented the report with slides and an EarthCam live view of the construction project to the Committee. Discussion followed.

The Capital Improvement Projects (CIP) Committee received and filed the report.

6. **ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAMS UPDATE**

WRD Manager of External Affairs Pete Brown and Rick Taylor of Dakota Communications provided the report. They included highlights of changes and updates coming to the WRD newsletter. Discussion followed.

Mr. Ortega stated there will be a Pacific Investment Group tour of the WRD facilities, tentatively set for Monday, September 11, 8:00 a.m.-12:00 p.m. for 30-35 people. He said more information is to follow. Discussion followed.

Mr. Brown added there will be an August 7th check ceremony with Congresswoman Linda Sanchez at the ARC facility. He stated that the $4.3M grant was received from the United States Bureau of Reclamation. He reported that at the end of September, on Saturday the 22nd or 29th, there will be a Pico Rivera community update regarding GRIP.

No action was taken.

4. **FIELD OPERATIONS AND STORAGE ANNEX FACILITY IMPROVEMENT PROJECT DESIGN ALTERNATIVES REVIEW**

This item was discussed out of order.

Mr. Ortega and Jack Panichapan presented slides of the final schemes for the site layout of 3919 Paramount. Discussion followed.

Director Calderon arrived.

Mr. Ortega reported that the plan is to level the current building by the end of 2018, and be operational in 2020. Discussion followed. This item will come back to the Committee for further discussion of the Directors’ preferences of the schemes and possible modifications.

7. **DEPARTMENT REPORT**

None.

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

The Committee suggested discussions and actions around ARC and future WRD construction projects to apply focused attention to diversity and local demographics regarding the contractors that will be hired. Discussion followed. District Counsel David Alvarez stated that he will research the laws around hiring practices regarding these matters and come back to the Committee with information.

The Committee also instructed staff to streamline meetings and coordinate reports to expedite the meetings. Discussion followed.
The Committee voted to name the rooftop garden at ARC the Lillian Kawasaki Rooftop Garden in honor of the former WRD Division 3 Board of Directors member.

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

RESOLVED: The Capital Improvement Projects Committee recommended that the Board of Directors approve naming the rooftop garden at ARC the “Lillian Kawasaki Rooftop Garden.”

The garden naming item will be on the next Board of Directors agenda as a regular item for approval.

9. ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 12:56 P.M.

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Chair

ATTEST:

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Member

Approved in minutes of:
MEMORANDUM
ITEM NO. 6

DATE: AUGUST 08, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AUTHORIZE RELEASE OF RFB TO SUPPLY AND INSTALL FIRE, SECURITY, AND ACCESS CONTROL SYSTEMS

SUMMARY

As part of its larger information management plan, WRD has undergone several efforts to centralize monitoring and control of its various facilities and systems. In an effort to further extend this overall centralization strategy, WRD has identified building access and security systems as another area of opportunity. In light of this, WRD requests bids to retrofit its Lakewood administration building with fire, security, and access control systems similar to the one currently being installed at its Albert Robles Center Advanced Water Treatment Facility (ARC AWTF). The retrofitting will allow both systems to be part of one larger, centrally managed system.

Per a resolution of the Board of Directors to render operation and maintenance of the District Facilities more economically and efficiently, the new system for the facility must be compatible with the system being installed at ARC AWTF by utilizing components designed by Johnson Controls, specifically including Simplex fire life and safety systems, American Dynamics for security, and Software House for access control systems.

FISCAL IMPACT

None at this time.

STAFF RECOMMENDATION

The Capital Improvement Projects (CIP) Committee will authorize staff to release the Request for Bids (RFB).
SCOPE OF SERVICES

The Water Replenishment District of Southern California (WRD) seeks to upgrade and/or retrofit as necessary the Fire Alarm Sprinkler Monitoring, Closed-Circuit Television (CCTV) Video Surveillance, and Access Control systems at its Lakewood office building. As part of an overall plan to provide centralized monitoring and control for all of its facilities, WRD has standardized certain systems. The systems relating to this document that have been standardized are:

- Johnson Controls International (JCI) Simplex for Fire Alarm Sprinkler Monitoring
- American Dynamics for Video Surveillance
- Software House for Access Control

All proposals should adhere to these standards and have the ability to integrate with analogous standard systems at other WRD facilities, including the Albert Robles Center Advanced Water Treatment Facility (ARC AWTF). Materials to be installed at ARC AWTF can be found in Attachment 1 (“ARC Materials for Fire”) and Attachment 2 (“ARC Materials for Security and Access”).

Each system should be capable of being either accessed or administered from the victor unified client platform, with details of the level of access described in the tasks below.

TASK 1 – victor Unified Client Platform

Consultant shall provide, install, and configure the latest version of the victor Unified Client Platform on a Windows computer to be provided by WRD. Configuration of the software with the different systems is described in the following tasks.

TASK 2 – Fire Alarm Sprinkler Monitoring System

Consultant shall provide engineering, design, equipment, installation, and programming services to retrofit the existing Fire Alarm Sprinkler Monitoring System. Per the aforementioned standardization guidelines, the proposed system shall be compatible with the JCI Simplex 4007ES Fire Alarm Control Panel (FACP) platform being installed at the ARC AWTF such that personnel trained in using and managing the system at ARC AWTF will require no additional training to do the same at the WRD Lakewood office building. The proposed work shall be a one-for-one replacement of the main Fire Alarm Panel at the WRD Lakewood office building as well as all initiating devices (smokes, pull stations, monitor modules) and notification devices (strobe/horns). Features of the installation work shall include:

- Re-utilization of existing wiring wherever applicable.
- Re-utilization of existing system sequence of operation.
- Re-utilization of existing horns, strobes, conduits, boxes, and wiring. Additional conduits and boxes may be installed as needed.
- Inclusion of a minimum of 1 year for monitoring, with capabilities to notify select WRD individuals and designated emergency responders in the event of an alarm event.
- Inclusion of a minimum of 1 year for and testing/inspection.
- The capability to view system status from the victor unified client if requested in the future, though the display of that information is not requested at this time. This

Water Replenishment District of Southern California
<PROJECT TITLE>
RFP-YY-XXX
<PROJECT TITLE>
information should be viewable within the same platform as the analogous system status for the fire alarm sprinkler monitoring system at ARC AWTF.

**TASK 3 – Video Surveillance System**

Consultant shall provide engineering, design, equipment, installation, and programming services to install an American Dynamics video surveillance system that is compatible with the video surveillance system being installed at the ARC AWTF such that information and management for both buildings shall be accessed from the same victor client. Features of the installation work shall include:

- Provision and installation of an American Dynamics Network Video Recorder (NVR) Storage Device with the capability to view past recordings with a 4TB storage drive
- Provision and installation of American Dynamics IP/PoE Video Surveillance Cameras to cover all exterior areas around the perimeter of the property including the parking lot and all points of entry, along with consultation on camera placement. A preliminary estimate of camera quantity and placement is provided in Attachment 3 (“Lakewood Floor Plan”). Cameras should have the following features and specifications at a minimum (specifications taken from the American Dynamics IPS03D2OCWIT Illustra Pro 3MP IR Mini Dome):
  - Superior low light performance
  - Face detection and blur detection
  - 3 megapixel resolution
  - One-touch focus and motorized zoom
  - Multiple motorized lens options
  - Reduced storage cost with H.264 and integrated region of interest (ROI) bandwidth management analytics
  - Up to five individual programmable regions of interest
  - True WDR in 3MP Mini-Dome options
  - IP66 and IK10 ratings
- Provision and installation of American Dynamics IP/PoE Video Surveillance Cameras to cover select indoor common areas including the lobby, corridors, and hallways, along with consultation on camera placement. A preliminary estimate of camera quantity and placement is provided in Attachment 3 (“Lakewood Floor Plan”). Cameras should have the following features and specifications at a minimum (specifications taken from the American Dynamics IPS02D2ICWTT Illustra Pro 2 MP Mini-dome):
  - UltraVision for superior lowlight performance
  - True WDR
  - 2 megapixel resolutions, triple streaming
  - Face detection and blur detection
  - One-touch autofocus and motorized zoom
  - Reduced storage cost with H.264 and integrated region of interest (ROI) bandwidth management analytics
  - Up to five individual programmable regions of interest
  - IP66 and IK10 rating
- Installation of all cabling as necessary
- Camera recordings and live feeds which must be viewable from the victor unified client to be accessed at either the Lakewood office building or ARC AWTF. This content must
be viewed and administered within the same platform as the analogous system for the video surveillance system at ARC AWTF. Access to this system shall include pan, tilt, and zoom controls where available for cameras at both facilities within the victor client.

**TASK 4 – Access Control System**

Consultant shall provide engineering, design, equipment, installation, and programming services to upgrade the existing access control system to use the Software House C-CURE 9000 and victor unification platform access control system being installed at the ARC AWTF such that information and management for both buildings shall be accessed from the same victor client. A new iStar Ultra 16 door controller is being installed at ARC AWTF as a part of this platform.

Existing card readers and door relays will be utilized. WRD facilities with an analogous system shall be remotely managed from the newly installed system at the Lakewood office building. Features of the installation work shall include:

- Provision and installation of a new iStar Ultra 16 door controller with power supply
- Provision and installation of a new victor Unified SiteServer with enterprise management software
- Inclusion of an intrusion detection system (IDS) with a minimum of 1 year for monitoring, with capabilities to notify select WRD individuals and designated emergency responders in the event of an alarm event. The system must be compatible with the victor Unification Platform and must
- Inclusion of a minimum of 1 year for and testing/inspection.
- Access and entry records must be viewable from the victor unified client to be accessed at either the Lakewood office building or ARC AWTF, and must be viewed and administered within the same platform as the analogous system for the access control system at ARC AWTF. Access to this system shall include the ability to grant or revoke access to points of entry.
DATE: AUGUST 08, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: CONTRACT AMENDMENT NO. 2 WITH AKD CONSULTING FOR THE ALBERT ROBLES CENTER (ARC) CONSTRUCTION PROJECT

SUMMARY

On March 2, 2017, the Board of Directors executed Contract No. 917 with AKD Consulting in the amount of $167,070, plus a contingency of $16,930, to provide the following services for the Albert Robles Center (ARC) construction project:

- Prepare a letter report summarizing the evaluation of the alternative project delivery process, specifically the scope of services and associated fees, and
- Conduct reviews and prepare monthly letter reports summarizing the evaluation of services and fees rendered with respect to the overall schedule and budget.

On March 21, 2018, Contract Amendment No. 1 was executed with AKD Consulting to utilize all contingency funds in the amount of $16,930 in order to evaluate the project schedule and potential time delays claimed by the J.F. Shea Construction, Inc. and prepare a letter report summarizing these results, which were subsequently presented to WRD’s Capital Improvement Projects (CIP) Committee.

Since the timeline and schedule for construction of ARC was extended beyond initially anticipated, WRD would like to amend the AKD Consulting contract by an amount of $28,000, plus a 10% contingency of $2,800, to provide the following services on a time and materials basis:

- Evaluate documentation for GHD’s Contract Amendment No. 3, which was recently executed to provide assistance as the Owner’s Engineer/Owner’s Agent during the initial two years of plant transitional operations,
- Evaluate Change Order No. 4 that is currently being proposed by J.F. Shea Construction, Inc., and
• Continue assessments of the project schedule and budget and provide monthly updates to the Capital Improvement Projects (CIP) Committee.

In addition, WRD would like to extend the term of the AKD Consulting contract to June 30, 2019.

**FISCAL IMPACT**

Sufficient funds are included in the District's Capital Improvement Program (CIP) for the Albert Robles Center (ARC) construction project.

**STAFF RECOMMENDATION**

The Capital Improvement Projects (CIP) Committee recommends the Board of Directors execute Amendment No. 2 to Contract No. 917, subject to approval as to form by District Counsel, with AKD Consulting for the evaluation of Change Order No. 4 that is currently being proposed by J.F. Shea Construction, Inc. and documentation for GHD’s recently executed Contract Amendment No. 3, for an amount not to exceed $28,000, plus a 10% contingency for unforeseen conditions, for a total cost not to exceed $30,800 and with a contract term that ends on June 30, 2019.
AMENDMENT NO. 2 TO CONTRACT NO. 917
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
AKD CONSULTING

This Amendment No. 2 to Contract No. 917, is made and entered into this ___ day of _________________, 2018 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and AKD Consulting, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On March 2, 2017, a certain agreement, hereinafter referred to as Contract No. 917 (“Agreement”), was executed between the District and Consultant for an independent review and analysis of the Groundwater Reliability Improvement Project (GRIP); and

B. WHEREAS, On March 21, 2018 the District and Consultant executed Amendment No.1 in order to increase the budgetary amount by an amount not to exceed Sixteen Thousand Nine Hundred Thirty Dollars ($16,930.00) to evaluate the project schedule and potential time delays claimed by J.F. Shea Construction, Inc. and to prepare a letter report summarizing these results; and

C. WHEREAS, the District and Consultant desire to enter into this Amendment No. 2, where both parties have agreed to amend the Consultant’s fee, term of the agreement, and Consultant’s scope of work to include an evaluation of Change Order No. 4 that is currently proposed by J.F. Shea Construction, Inc. and an evaluation of documentation for GHD’s Contract Amendment No. 3, which was recently executed to provide assistance during the initial two years of plant transitional operations.

II. AMENDMENT

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

1. Fee: The existing budgetary amount shall be increased by an amount not to exceed Twenty Eight Thousand Dollars ($28,000.00).

2. Scope of Work: The existing Scope of Work of the Agreement is hereby revised to include the additional scope, attached hereto as Exhibit “B” and incorporated herein by this reference.
3. **Term of Agreement:** The term of the Agreement shall be extended to June 30, 2019 (the “Expiration Date”).

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

AKD CONSULTING, ("CONSULTANT")

________________________________________
Signature

________________________________________
Print Name

________________________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

________________________________________
Signature

John D.S. Allen

________________________________________
Print Name

President, Board of Directors

________________________________________
Signature

Willard H. Murray, Jr.

________________________________________
Print Name

Secretary, Board of Directors

Approved As To Form
LEAL, TREJO APC

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

AMENDMENT NO. 1 AND CONTRACT NO. 917
AMENDMENT NO. 1 TO CONTRACT NO. 917
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
AKD CONSULTING

This Amendment No. 1 to Contract No. 917, is made and entered into this day of March 2018 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and AKD Consulting, (hereinafter "Consultant"). The District and Consultant are collectively referred to herein as the "Parties".

I. RECITALS

A. WHEREAS, On March 2, 2017, a certain agreement, hereinafter referred to as Contract No. 917 ("Agreement"), was executed between the District and Consultant for an independent review and analysis of the Groundwater Reliability Improvement Project (GRIP); and

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

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the 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 Sixteen Thousand Nine Hundred Thirty Dollars ($16,930.00).

2. Remaining Portions of the Agreement: Except as otherwise expressly set forth in this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect between the Parties.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed as of the Effective Date.

///

///
AKD CONSULTING, ("CONSULTANT")

Signature

Print Name

Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature

Print Name

Title

Signature

Print Name

Title

Approved As To Form

LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
AKD CONSULTING, ("CONSULTANT")

Signature

Print Name

Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature
John D.S. Allen

Print Name
President, Board of Directors

Title

Signature
Willard H. Murray, Jr.

Print Name
Secretary, Board of Directors

Title

Approved As To Form

LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT "A"
PROFESSIONAL SERVICES AGREEMENT
AKD CONSULTING

This Professional Services Agreement (the “Agreement”) is made and entered into this 2nd day of March, 2017, by and between the Water Replenishment District of Southern California ("District") and AKD Consulting ("Consultant") (collectively the "Parties" or individually as "Party") for the furnishing of certain professional services upon the following terms and conditions.

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

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

2. **Term.** The term of this Agreement shall commence on March 2, 2017 and shall end on December 31, 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.
performed and for all authorized expenses incurred up to the effective date of such termination. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

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

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

3.1 Fee. Consultant shall be paid in accordance with the fees and Consultant Rate Schedule attached to this Agreement as Exhibit B which may not be changed except with District’s written approval. A budgetary amount of one hundred sixty-seven thousand seven hundred seventy dollars ($167,070.00) (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement.

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

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

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

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

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

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

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

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

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

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

9. **Instructions to Consultant.** In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person(s) on behalf of the District: Ken Ortega, Jim McDavid, or Phuong Watson.

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

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

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

12.1 **Required Policies.**

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

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

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

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

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

12.2 **Required Terms.**

12.2.1 All polices except workers' compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.
12.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

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

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

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

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

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

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

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

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

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

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

15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement. Additionally, Consultant shall disclose any prior or current relationship with members of the design build team and their employees prior to this engagement.
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:**
   
   Ashok K. Dhingra
   
   AKD Consulting
   
   3 Coral Cove Way
   
   Dana Point, CA 92629-2735
   
   Phone: (949) 388-0232
   
   Cell: (909) 224-3160

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

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

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

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

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

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

[Signature]

Robb Whitaker
Print Name
General Manager
Title

AKD CONSULTING ("CONSULTANT")

[Signature]

ASHOK K. DHINGRA
Print Name
Title

Approved As To Form
LEAL, TREJO LLP

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

1. Consultant shall perform the detailed scope of work described in the Request for Proposal (RFP) for Professional Services for a Review of the Alternative Project Delivery Process for the Groundwater Reliability Improvement Project (GRIP), attached hereto as Exhibit A-1, and as provided by Consultant's Scope of Work, attached hereto as Exhibit A-2. Should there be any discrepancy between the scope of work detailed in Exhibit A-1 and the proposal for services in Exhibit A-2, the scope of work in Exhibit A-1 shall prevail.

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

Request for Proposal (RFP) for Professional Services for a Review of the Alternative Project Delivery Process for the Groundwater Reliability Improvement Project (GRIP)
REQUEST FOR PROPOSAL

Professional Services for a Review of the Alternative Project Delivery Process for the Groundwater Reliability Improvement Project (GRIP)

Issued: November 7, 2016

Mandatory Pre-Proposal Meeting:
Monday, November 21, 2016, at 11:00 a.m. PDT
WRD Board Room
4040 Paramount Blvd
Lakewood, CA 90712

Questions Regarding this RFP Due:
Tuesday, November 29, 2016, at 3:00 p.m. PDT
Melody Wu, Project Administrator
E-mail: mwu@wrd.org

PROPOSAL DUE:
Friday, December 2, 2016 at 3:00 p.m. Local Time

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

Request For Proposal

Professional Services for a Review of the Alternative Project Delivery Process for the Groundwater Reliability Improvement Project (GRIP)

SCOPE OF SERVICES: The Water Replenishment District of Southern California (WRD) is seeking proposals from qualified firms to provide professional services for a review of the alternative project delivery process for the Groundwater Reliability Improvement Project (GRIP).

PRE-PROPOSAL MEETING: A mandatory pre-proposal meeting will be held in the WRD Board Room at 4040 Paramount Boulevard, Lakewood, California 90712, on Monday, November 21, 2016, at 11:00 a.m. PDT. Firms interested in submitting proposals are encouraged to attend.

QUESTIONS REGARDING THIS RFP: All questions regarding the technical aspects or general requirements/provisions of this Request for Proposal (RFP) must be directed in writing to Melody Wu, Project Administrator, via e-mail: mwu@wrdd.org, by no later than Tuesday, November 29, 2016, at 3:00 p.m. PDT. Questions received from prospective proposers and responses from WRD will be formally documented in a Question and Answer (Q&A) table that will be posted on the WRD website: http://www.wrdd.org/business/water-replenishment-business.php. The Q&A table will be updated regularly as questions are received from prospective proposers.

DEADLINE FOR PROPOSALS: Five (5) hard copies and one (1) electronic copy of the proposal must be received in a sealed envelope by WRD no later than Friday, December 2, 2016 at 3:00 p.m. PDT, or such later time that WRD may announce by addendum to proposers at any time prior to the submittal deadline. The envelope shall be plainly marked on the exterior "PROPOSAL FOR PROFESSIONAL SERVICES FOR A REVIEW OF THE ALTERNATIVE PROJECT DELIVERY PROCESS FOR GRIP" and with the name and address of the Proposer. Envelopes containing proposals will be time stamped upon receipt by WRD.

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

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

Proposals received after the deadline will not be considered under any circumstances. Faxed or e-mailed proposals will not be accepted. There will be no formal opening of the received proposals. WRD reserves the right to reject any and/or all proposals received.
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Attachment C – WRD Standard Agreement for Professional Services

REFERENCE DOCUMENTS
The following document(s) are available for downloading from the WRD website:
  • Request for Qualifications for Owner’s Engineer/Owner’s Agent Services Relating to
     Groundwater Reliability Improvement Program Advanced Water Treatment Facility
     Project (WRD, February 13, 2015)
REQUEST FOR PROPOSAL

Professional Services for a Review of the Alternative Project Delivery Process for the Groundwater Reliability Improvement Project (GRIP)

The Water Replenishment District of Southern California (WRD or District) is seeking proposals from experienced and qualified firms (also referred to as “Consultant” or “Proposer” herein) to provide professional services for a review of the alternative project delivery process for the Groundwater Reliability Improvement Project (GRIP). WRD intends to evaluate the proposals received and enter into a Professional Services Agreement (Contract) with the qualified Consultant.

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

1.0 INTRODUCTION

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

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

Due to the un-reliability of imported water for replenishment and the need for sustainable local water supplies, the District has embarked on its Water Independence Now (WIN) initiative, seeking to completely eliminate future dependence on imported water. The WIN initiative involves developing local resources to augment local, sustainable replenishment water supplies, to ensure the future water security of the Los Angeles region. Specifically, the WIN initiative includes a suite of projects and programs that will fully utilize stormwater and recycled water sources for groundwater recharge and seawater intrusion in the Central Basin and West Coast Basin.

GRIP is a key component of WIN, with a focus on replacing imported water with alternative water sources for use at the Montebello Forebay area. The WIN strategy supports the District's mission statement, which is "To provide, protect and preserve high-quality groundwater through innovative, cost-effective and environmentally sensitive basin management practices for the benefit of residents and businesses of the Central and West Coast Basins."

The overarching goal of GRIP is to offset the current use of imported water by utilizing up to 21,000 acre-foot per year (AFY) of recycled water for groundwater recharge via surface spreading in the Montebello Forebay Spreading Grounds (MFSG). The recycled water will be a blend of 11,000 AFY of tertiary treated recycled water and 10,000 AFY of fully advanced treated recycled water. This 21,000 AFY of new replenishment supply will place the District and its stakeholders on the threshold of imported water independence.

The objectives of GRIP are to:
- Provide a sustainable and reliable source of recycled water for groundwater basin replenishment via the Montebello Forebay,
- Implement a cost-effective and environmentally sound project,
- Protect the groundwater quality of the basin,
- Comply with pertinent regulatory requirements employing an institutionally feasible approach, and
- Provide up to 21,000 AFY of recycled water consistent with current and future needs within approximately five years.

2.1 GRIP Advanced Water Treatment Facility (AWTF)

As part of GRIP, an advanced water treatment facility (AWTF) currently is being constructed on a 5.2-acre parcel located at 4320 San Gabriel River Parkway in the City of Pico Rivera, California. Figure 1 depicts WRD's service area and the GRIP site location. The site was previously occupied by a waste hauling company and included three buildings, paved parking areas, and limited landscaping. All on-site structures and improvements were demolished from March through May 2016. No soil contamination or cultural concerns were encountered during the deconstruction.
By July 2018, the AWTF is expected to be completed. WRD is pursuing Leadership in Energy and Environmental Design (LEED) Gold certification for this facility. The AWTF will include:
1) 25,000-Square foot administrative learning center (two stories with a green roof),
2) 48,000-Square foot process building,
3) 8,000-Square foot chemical storage area,
4) 3 Million gallon (MG) underground water storage (equalization) tank and associated pump station,
5) Three supplemental recharge wells and three nested groundwater monitoring wells, and
6) Parking, drought tolerant landscaping, and a water feature.

A site plan of the proposed facilities is provided as Figure 2. The AWTF will include the following treatment processes:
- Automatic Strainer – Protects downstream membrane treatment systems from large particles,
- Microfiltration (MF) / Ultrafiltration (UF) – Reduces turbidity and silt density index of Reverse Osmosis (RO) feed water,
- Cartridge Filtration – Protects the downstream RO process,
- RO – Removes salts, minerals, metal ions, organic compounds and microorganisms,
- Advanced Oxidation with Ultraviolet Light (UV) Treatment – Reduces N-Nitrosodimethylamine (NDMA) concentrations and provides additional disinfection,
- Decarbonation – Releases excess carbon dioxide and stabilize the product water, and
- pH Adjustment/Corrosivity Stabilization/Disinfection – Reduces the potential for minerals to be leached from the cement lining used in the transmission pipeline, which would reduce the integrity of the pipe.

The AWTF will further purify tertiary effluent (recycled water) from the County Sanitation Districts of Los Angeles County (SDLAC) San Jose Creek Water Reclamation Plant (SJCWRP) to produce a minimum of 10,000 acre feet of advanced treated recycled water. The tertiary recycled water will be diverted into the AWTF for treatment from an existing 66-inch pipeline owned by SDLAC that runs along the San Gabriel River leading south to the Montebello Forebay Spreading Grounds. Effluent from the AWTF (fully advanced treated recycled water) will be discharged back into the pipeline and together with the tertiary recycled water in the pipe, WRD will deliver up to 21,000 acre feet of recycled water to the spreading grounds where it will percolate for groundwater recharge in the Central Basin.

On July 16, 2015, the WRD Board of Directors adopted Resolution No. 15-1016 authorizing the use of Design-Build as the preferred project delivery method for GRIP. Design and construction activities have already been initiated by the design-build entity (DBE) led by J.F. Shea Construction, Inc. (JF Shea). Due to the scale and complexity of GRIP, the District retained GHD to provide Owner’s Engineer/Owner’s Agent (OE/OA) services. The OE/OA serves as an extension of District technical staff and provides professional Programmatic Management and Technical Advisory Services relating to GRIP over a 36-month duration of advanced planning, design, entitlement, permitting, construction, and commissioning phases of work.
From June through October 2016, the brine disposal pipeline was installed from the GRIP site to connect to the trunk sewer located approximately 1,300 feet south of the site along Beverly Road. By early November 2016, street improvements (requested by the City of Pico Rivera) will be completed at the intersection San Gabriel River Parkway and Beverly Boulevard, just south of the GRIP site. Additionally, by early December 2016, all the supplemental recharge and nested groundwater monitoring wells will be installed. Excavation for the process building, equalization basin, and administrative learning center commenced on September 21, 2016 and is expected to be completed in early November 2016.

The total cost to construct the AWTF is $107 million. WRD will be receiving $95 million (includes an $80 million loan and $15 million grant) from the Clean Water State Revolving Fund (SRF).

2.2 OE/OA Team and Services

WRD retained GHD in May 2015 for OE/OA services through a Qualifications-Based Selection (QBS) procurement process as established by the United States Congress as a part of the Brooks Act (Public Law 92-582; see also 40 USC §1101 et seq.) to select an OE/OA for GRIP. QBS is a competitive contract procurement process whereby consulting firms submit qualifications to the procuring entity (District) who evaluated and selected the most qualified firm, and then negotiated the project scope of work, schedule, budget, and consultant fee.

Table 1 below summarizes the entire OE/OA team and their responsibilities.

<table>
<thead>
<tr>
<th>OE/OA Team Member</th>
<th>Responsibility</th>
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<tbody>
<tr>
<td>GHD</td>
<td>OE/OA team management</td>
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<tr>
<td>Butler Engineering, Inc.</td>
<td>Construction quality assurance/quality control and inspection</td>
</tr>
<tr>
<td>Cedro Construction</td>
<td>Potholing services</td>
</tr>
<tr>
<td>Downey Brand</td>
<td>Title 22 Engineering Report and permitting</td>
</tr>
<tr>
<td>GSI</td>
<td>Supplemental recharge well design and well drilling oversight</td>
</tr>
<tr>
<td>Hunt Ortmann</td>
<td>Alternative project delivery procurement and DBE contract</td>
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<tr>
<td>KEH Engineering</td>
<td>DBE procurement and brine disposal pipeline design</td>
</tr>
<tr>
<td>Kestrel Consulting</td>
<td>Grant funding and project awards/recognitions</td>
</tr>
<tr>
<td>MNS Engineers</td>
<td>Construction management and demolition contractor procurement</td>
</tr>
<tr>
<td>MV Engineering, LLC</td>
<td>Title 22 Engineering Report and permitting</td>
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<tr>
<td>Nellor Environmental</td>
<td>Title 22 Engineering Report and permitting</td>
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<tr>
<td>New Water Resources</td>
<td>Visitor experience consultant</td>
</tr>
<tr>
<td>Oakridge Geoscience, Inc.</td>
<td>Geotechnical engineering and materials testing</td>
</tr>
<tr>
<td>RJM Design Group</td>
<td>Demonstration garden/landscape architect</td>
</tr>
<tr>
<td>S.S. Papadopoulos &amp; Associates Inc.</td>
<td>Supplemental recharge well design</td>
</tr>
<tr>
<td>Schlumberger</td>
<td>Geological services during well drilling</td>
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TABLE 1
Summary of OE/OA Team and Responsibilities

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<thead>
<tr>
<th>OE/OA Team Member</th>
<th>Responsibility</th>
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</thead>
<tbody>
<tr>
<td>Todd Groundwater</td>
<td>Title 22 Engineering Report and permitting</td>
</tr>
</tbody>
</table>

The OE/OA's scope of work was separated into three phases, to allow WRD an off-ramp if it were dissatisfied, wanted to return to a traditional design-bid-build approach, and/or wanted to use another firm. Each phase was processed as amendment to the base contract (i.e. Phase 1). Each phase is made up of multiple individual tasks. The phases for OE/OA services are described in Table 2 below.

TABLE 2
Summary of OE/OA Services and Cost

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Contract Award Date</th>
<th>Contract Amount</th>
</tr>
</thead>
</table>
| 1     | Prepared Design-Build Strategic Action/Implementation Plan, DBE procurement by preparing and releasing the following:  
  o Request for Expression of Interest (REOI),  
  o Request for Qualifications (RFQ),  
  o Request for Proposal (RFP) and associated Design Criteria Report  
  Prepared GRIP Deconstruction Project design-bid-build contract bid documents,  
  Injection Wells (fatal flaw analysis/project scoping) and groundwater modeling work  
  Brine Disposal Pipeline and Roadway Improvement(s) design-bid-build design  
  Clean Water State Revolving Fund (SRF)/Rivers and Mountains Conservancy (RMC) grant(s) development | May 2015            | $2,799,911       |
| 2     | DBE procurement:  
  o Processed/reviewed Initial RFP submissions,  
  o Processed/reviewed final RFP Submissions,  
  o Selected the Design-Build Entity,  
  o Negotiated agreement and progress design accordingly,  
  GRIP Deconstruction design-bid-build project – Procurement of contractor and construction management services  
  Brine Disposal Pipeline and Roadway Improvement(s) design-bid-build project – Procurement of contractor and construction management services  
  Supplemental recharge wells design (i.e. Addendum No. 7 to the DBE RFP) and installation, including groundwater modeling, monitoring/pilot hole drilling/logging | February 2016       | $2,170,000       |
<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Contract Award Date</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Design review and support services during design-build “final design development/project progression”,</td>
<td>October 2016</td>
<td>$5,486,000</td>
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<td></td>
<td>• Quality assurance review/oversight (full-time resident engineer and inspection services) during two-year construction period (i.e. July 2016 through July 2018)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Supplemental recharge wells quality assurance design review/construction oversight related work, well completion reporting</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Owner furnished equipment design and procurement development</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• SRF/RMC grants development, management, and administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
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<td>$10,455,911</td>
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### 2.3 Design Build Entity (DBE)

Procurement of the DBE began in July 2015 with issuance of a Request for Expressions of Interest (REOI). A Request for Qualifications (RFQ) was issued in August 2015 to the respondents of the REOI. A total of eight firms submitted Statements of Qualifications and were evaluated by a Procurement Advisory Team (PAT) consisting of WRD staff, members of the OE/OA team, and a sister agency, West Basin Municipal Water District (WBMWD). The PAT shortlisted three firms and these firms received a Request for Proposal, which included a Design Criteria Report, in November 2015. The solicitation was conducted through a fair and open process in accordance with procurement policies established for water replenishment districts in the State of California (State), policies and guidelines established by the District (Resolution No. 15-1016), and applicable State laws controlling alternative project delivery.

The PAT evaluated the final proposals, including the fixed design-build price and service fee, received from the shortlisted firms on March 7, 2016. By June 2016, the WRD Board of Directors selected and awarded a construction contract with a negotiated fixed cost of $107,088,455 to J.F. Shea Construction, Inc. J.F. Shea Construction, Inc. is responsible for constructing the entire AWTF (as described above), as well as a transitional operation and training period of two years (base contract) with the District’s option of two (2) one-year extensions.
The DBE team currently consists of the following:
- J.F. Shea Construction, Inc. – AWTF construction contractor
- Tetra Tech – Design Engineer of Record
- PERC Water Corporation – AWTF operations
- Gillis+Panichapan Architects – AWTF architectural design
- Biwater – Ultra filtration and reverse osmosis equipment design and supplier
- Separation Processes, Inc. – Process design, startup, and commissioning of the AWTF
- Big Sky – Electrical contractor
- Technical Systems Inc. – Instrumentation and control systems contractor

2.4 Reference Documents

The Request for Proposal that was issued by WRD in February 2013 to provide OE/OA services for GRIP provides background information that serves as the basis for the scope of work specified in this RFP and is available for downloading from the WRD website at http://www.wrd.org/business/water-replenishment-business.php.

3.0 SCOPE OF WORK

The scope of work consists of the following tasks. The Consultant may propose additional tasks which they feel are necessary based on the information provided and their experience on projects of similar size and scope.


The Consultant shall evaluate the scope, services, fee, and schedule thus far for all three phases of work conducted by the OE/OA and prepare a letter report that summarizes the results. The evaluation shall include a comparison to industry standards, i.e. compare GRIP’s alternative project delivery process to both progressive design-build and traditional design-bid-build projects with similar scope and fee. The evaluation should be conducted with a peer review approach and is not intended to be an audit of the OE/OA services.

Once a contract is executed with the selected Consultant, a kick-off meeting will be held between WRD, GHD, and the Consultant to review all the documents necessary to conduct the alternative project delivery review. WRD anticipates that the final letter report to be prepared by the Consultant to be no more than 30 pages. The final letter report should include:

- A summary of the alternative project delivery process that has progressed thus far for GRIP.

- A comparison of GRIP’s alternative project delivery process to progressive design-build projects with similar scope and fee. This comparison should not only include a narrative
analysis, but also a table comparing the different projects with respect to costs for
procurement of the contractor, design, construction, construction management, OE/OA
services, quality control/quality assurance costs, negotiated design changes, contractor
change orders, etc.

- A comparison of GRIP’s alternative project delivery process to traditional design-bid-
bid-build projects with similar scope. This comparison should be a narrative analysis that
includes costs for design, construction, construction management, quality control/quality
assurance costs, contractor change orders, etc.

- Results and conclusions of the Consultant’s review of GRIP’s alternative project
delivery process to progressive design-build and traditional design-bid-build projects.

TASK 2 – Project Management and Meetings

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

Task 2.1 – Project Management

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

The monthly invoice shall be in a format approved by the District. At a minimum, each
invoice shall contain the purchase order or contract number and shall be itemized by task.
A subtotal cost for each task shall be included. Names of persons, their job titles, hourly
billing rates, actual hours worked during the billing period, and subtotal labor costs must
be summarized in a table. Attach to each invoice all documentation for other direct costs
in the form of receipts or vendor invoices, with the applicable costs identified for items
such as equipment costs. WRD will provide reporting requirements to Consultant, and
Consultant shall prepare invoices that comply with the requirements. Failure to satisfy
the reporting requirements may result in rejection or short pay of the invoices submitted
to WRD for payment.
Task 2.2 – Meetings

Consultant shall attend regularly scheduled progress meetings throughout the project. Based on the scope of work described herein, the Consultant shall propose the frequency of meetings needed to successfully complete this project.

TASK 3 (Optional) – Monthly Review and Letter Reports

As an optional task, Consultant shall provide a separate proposed scope and fee to conduct monthly reviews of the GRIP alternative project delivery process and prepare letter report summarizing the results. These monthly evaluations are intended to provide WRD with the status of services and fees rendered with respect to the overall schedule and budget and identification of potential issues that should to be addressed to avoid impacts to the schedule and budget.

4.0 DESIRED QUALIFICATIONS

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

1. Demonstrate at least 5 years of experience working on:
   a. Alternative Project Delivery projects, in particular Progressive Design-Build-Operate projects and
   b. Traditional Design-Bid-Build projects.

2. Demonstrate at least 5 years of experience of being on an OE/OA team.

3. Demonstrate experience with public water or wastewater treatment projects, preferably in California, with valuations over a minimum of $75 million. It is preferable that this experience not only include construction, but also treatment plant operations.

4. Commitment to providing a single Project Manager/Program Manager as WRD’s primary point of contact. This Project Manager must have at least 5 years (total, with or without current firm) of experience with alternative project delivery methods.

5. Disqualification of firms – WRD intends for the review of the alternative project delivery process to be conducted in fair, non-biased, and independent manner. As a result, firms that are currently or have provided OE/OA services for GRIP or were involved in the DBE procurement process (i.e. was a party on one the potential DBE teams that submitted an Expression of Interest) are disqualified from responding to this RFP.
5.0 PROPOSAL CONTENTS

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

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

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

5.1 Title Page

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

5.2 Cover Letter

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

5.3 Table of Contents

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

5.4 Company Background

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

Present a narrative overview of the Proposer’s understanding of the RFP requirements and the overall approach and technical plan for accomplishing the work assignments. Also discuss at a minimum the following:

- Ability to successfully complete work assignments within the District’s required time frame and, as necessary, on short notice,

- Approach to assignment of work within the firm and how team members will conduct tasks and prepare anticipated deliverables,

- Describe the Proposer’s project management approach and communications protocol,

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

- Technical approach to assigned tasks, such as deployment strategies (how the project will be implemented from mobilization to demobilization), and

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

5.6 Additional Services

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

5.7 Experience and Record of Past Performance

Describe Proposer’s experience in completing similar assignments, preferably using the same project team proposed for the services described in this RFP. Using the form provided as Attachment A, list at least three (3) design-build projects successfully completed within the last ten (10) years of similar nature that demonstrate the firm’s and its subconsultants’ (if needed) competence to perform the work described in this RFP. Ongoing projects currently being performed by the Proposer also may be submitted for consideration.
Clearly identify the role of all team members in each of the projects referenced. For each of the reference projects listed, provide the following information:

1. Name and location of project;
2. Name and address of project owner/sponsor;
3. Name and current phone number and e-mail address of owner's representative intimately familiar with the project, to contact for reference. Verify the reference person that can be contacted at the phone number provided;
4. A description of type and extent of services provided for the project;
5. Project budget (both projected and "as completed");
6. Project schedule milestones (both projected and "as completed"). Include dates of project initiation, key milestones and deliverables, and completion date or status of the project;
7. Special problems or difficulties encountered, such as project budget and schedule control issues, and how they were resolved by the Consultant, and
8. Applicability and relevance of the referenced project to the services described in this RFP.

In addition, the Consultant shall provide a minimum of 5 client references from similar projects completed in the last 10 years. The District at its discretion may contact other firms or agencies for additional information. Failure to provide accurate contact information, adequate information or project reference summaries may be cause for rejection of the proposal as being nonresponsive.

5.8 Project Team and Qualifications

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

(i) The Project Manager,
(ii) The names of readily-available key personnel that will be deployed for each task and their contact information, and the primary office locations of each project team member (preferably within the southern Los Angeles County area),
(iii) The role each team member will play in providing services under the Contract, and
(iv) A written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the District's prior approval. The proposal shall clearly identify who
will lead the execution of assigned tasks and the respective personnel that will be assigned to them.

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

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

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

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

Complete a table (an example is provided in Attachment B) that summarizes the percentage of work (based on fees) to be performed by the Consultant and each Subconsultant. Specify the certification status of the Consultant and its subconsultants with respect to Local Business Enterprise (LBE), Small Business Enterprise (SBE), and Veteran Business Enterprise (VBE). The status of business enterprise is requested information in this proposal and will be used as criteria for proposal evaluation. Failure to include the completed form may be grounds for considering the proposal to be nonresponsive. Please refer to Section 9.6 for definitions of LBE, SBE, and VBE.

5.9 Conflict of Interest

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

The proposal shall include a statement that the Proposer will meet the insurance requirements per Section 11.1 of the District’s standard Professional Services Agreement, which is attached to this RFP as Attachment C. Present a statement or description regarding any litigation to which the firm is a party, any bankruptcy settlements, or unpaid judgments against the firm or its principals. Provide a statement as to whether the firm has defaulted on previous professional contracts.

5.11 Exceptions to Standard Contract

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

5.12 Project Costs and Labor Hours

The proposal shall include a table showing the following information:

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

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

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

It is expected that the indicated hourly rates will remain in effect for the duration of the Contract unless otherwise specified and approved by WRD. The rate sheet shall also include any other rates or fees, such as markups for subconsultants/subcontractors not identified as part of the project team, equipment markups, or other direct costs that may be incurred.
The proposal shall also include a description of the anticipated method of billing for services performed, with provisions for monthly billing that will include itemized accounting of hours of personnel, hourly rates, and percent completion for each task identified.

6.0 PROPOSAL SUBMISSION REQUIREMENTS

6.1 Proposal Format

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

All files shall be in a text searchable PDF format (i.e., not scanned images) compatible with Adobe Acrobat Version 8.0 (at a minimum). The main directory of the CD/flash drive shall contain the entire proposal as a single PDF file and a folder titled “Proposal Sections.” In the folder labeled “Proposal Sections,” each section of the proposal shall be individually saved as a PDF file. Each file name shall correspond to the title of the proposal section.

6.2 Proposal Signing

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

6.3 Proposal Submittal Procedures

Five (5) hard copies of the proposal shall be submitted in a sealed envelope to WRD no later than the proposal due date and time indicated in this RFP. The envelope shall be plainly marked on the exterior “PROPOSAL FOR PROFESSIONAL SERVICES FOR A REVIEW OF THE ALTERNATIVE PROJECT DELIVERY PROCESS FOR GRIP” and with the name and address of the Proposer. In addition, an electronic copy of the proposal on a CD or flash drive shall be submitted. Envelopes containing proposals will be time stamped upon receipt by WRD.
Proposals must be mailed or delivered in person or via courier services to:

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

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

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

6.4 Questions Regarding the RFP

Questions concerning the technical aspects or general requirements/provisions of the RFP must be received no later than the due date indicated in this RFP and must be directed in writing to Melody Wu, WRD Project Administrator, via email only to mwu@wrdo.org.

Questions received from prospective proposers and responses from WRD will be formally documented in a Question and Answer (Q&A) table that will be posted on the WRD website: http://www.wrd.org/business/water-replenishment-business.php. The Q&A table will be updated regularly as questions are received from prospective proposers. As a result, all proposers are recommended to visit the above-mentioned WRD website on a regular basis. Responses to questions may result in the issuance of an Addendum to the RFP, as further described in Section 11.4.

6.5 Proposal Preparation Costs

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

A mandatory pre-proposal meeting is scheduled for **Monday, November 21, 2016, at 11:00 a.m. PDT** at WRD's Board Room located at 4040 Paramount Boulevard in Lakewood, California 90712. Prospective proposers are encouraged to attend and present questions regarding all requirements and provisions specified within the RFP and the Consultant selection process. Responses to questions will be formally documented and distributed, as described in Section 6.4. Meeting participants are required to sign in and provide a business card upon arrival at the meeting room. A copy of the sign-in sheet will be posted on the WRD website: [http://www.wrd.org/business/water-replenishment-business.php](http://www.wrd.org/business/water-replenishment-business.php).

Firms that do not attend the mandatory pre-proposal meeting will be disqualified from the selection process. Hence, any proposals received from firms that did not attend the mandatory pre-proposal meeting will not be considered by WRD.

8.0 PROCUREMENT SCHEDULE AND PROCESS

8.1 Solicitation Schedule

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued by WRD</td>
<td>November 7, 2016</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Meeting</td>
<td>Monday, November 21, 2016, at 11:00 a.m. PDT</td>
</tr>
<tr>
<td>Deadline for Questions Regarding this RFP</td>
<td>Tuesday, November 29, 2016, at 3:00 p.m. PDT</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Friday, December 2, 2016 at 3:00 p.m. PDT</td>
</tr>
<tr>
<td>Interviews (if conducted)</td>
<td>December 12 or 13, 2016</td>
</tr>
<tr>
<td>WRD Board Awards Contract</td>
<td>Thursday, January 5, 2017</td>
</tr>
</tbody>
</table>

8.2 Selection Process

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

All responsive proposals will be evaluated by a selection committee formed by the District. The proposal shall be of such scope and depth to sufficiently describe and demonstrate the Proposer's understanding, approach, and qualifications to successfully complete the scope of services described herein. Submittal of incomplete or vague responses to any section or subsection of this RFP may result in rejection of the proposal. Proposals will be evaluated, scored, and ranked.
based on the criteria specified in Section 9 of this RFP. The selection committee may short list up to three (3) highly ranked proposers and may conduct interviews with the short-listed proposers on the dates specified in Section 8.1 of this RFP.

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

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

9.0 EVALUATION CRITERIA

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

9.1 Project Team and Qualifications

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

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

9.2 Project Understanding and Approach

The following will be considered in the evaluation of proposals:

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

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

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

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

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

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

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

9.3 Performance on Similar or Related Projects

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

9.4 Billing Rates

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

The following will be considered in the evaluation of proposals:

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

- Adequate and available support resources as applicable to the scope of services, which may include testing tools, computer hardware and software, and special equipment.

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

- Warranty and service schedules proposed by the Consultant.

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

The District may give preference in the evaluation of proposals to proposers based on the extent of participation demonstrated through compliance with LBE, SBE, and VBE participation. For purposes of this evaluation, the District may provide preference of up to 5% of the total evaluation points for consultants with at least 20% participations of LBE or at least 20% participations of SBE/VBE. A Local Business Enterprise (LBE) is defined as a vendor, contractor, or consultant who has a valid physical business address and an established place of business: (1) located within five miles of the District’s service boundary or (2) located within a city that is situated within five miles of the District’s service boundary.

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

For companies with multiple offices, the office affiliation of the proposed individuals working on the project will be used as a means to estimate the company’s LBE participation.
For Local Business Enterprise (LBE), Small Business Enterprise (SBE), and Veteran Business Enterprise (VBE) preference consideration, the Consultant and Subconsultant Status as LBE, SBE, and VBE form, which is attached to this RFP as Attachment B, must be completed.

10.0 GENERAL PROVISIONS

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

10.1 Entire Agreement

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

10.2 Contract Amendments

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

10.3 Term of Contract

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

10.4 Ownership and Use of Documents

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

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

10.5 Business Records Access and Retention

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

10.6 Termination

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

11.0 TERMS AND CONDITIONS

11.1 Proposal Rejection

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

11.2 Proposal Clarification and Requests for Additional Information

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

11.3 Proposal Validity Period

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

11.4 RFP Revisions and Addenda

WRD reserves the right to issue a written Addendum or Addenda to provide further clarification or make revisions/corrections to the RFP. All Addenda will be issued via e-mail to prospective proposers who were initially forwarded the RFP via e-mail as well as other prospective proposers who have subsequently provided WRD with their contact information (i.e. e-mail address and telephone number). All Addenda will also be posted on the WRD website (http://www.wrd.org/business/water-replenishment-business.php) within a reasonable timeframe prior to the proposal due date. If an Addendum is necessary within 72 hours of the proposal submittal deadline, the District, at its discretion, can extend the proposal submittal deadline.

Any Addendum issued must be acknowledged by the Proposer by signing and submitting the “Acknowledgment of Addendum” form that will be provided with each Addendum. All Acknowledgment of Addendum forms must be submitted to WRD as part of the proposal package that is submitted by the proposal due date. Failure to acknowledge any Addenda may result in the proposal being considered nonresponsive and subject to rejection.

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

11.5 Confidentiality

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

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

12.1 Compliance

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

12.2 Governing Laws and Requirements

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

12.3 Public Releases

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

12.4 Business License

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

12.5 WRD’s Property

All deliverables submitted pursuant to the performance of services specified herein shall become the sole property of WRD and they may be used in any manner and for any purpose WRD deems in its best interest.
FIGURES
EXHIBIT A-2

Scope of Work prepared by AKD Consulting for a Review of the Alternative Project Delivery Process for the Groundwater Reliability Improvement Project (GRIP)
EXHIBIT A-2

Scope of Work
AKD Consulting (Consultant) scope of work consists of the following tasks:


The Consultant shall evaluate the scope; services, fee, and schedule thus far for all three phases of work conducted by the OE/OA and prepare a letter report that summarizes the results. The evaluation shall include a comparison to industry standards, i.e. compare GRIP’s alternative project delivery process to both progressive design-build and traditional design-bid-build projects with similar scope and fee. The evaluation should be conducted with a peer review approach and is not intended to be an audit of the OE/OA services. Once a contract is executed with the selected Consultant, a kick-off meeting will be held between Water Replenishment District of Southern California (WRD or District), GHD, and the Consultant to review all the documents necessary to conduct the alternative project delivery review. The following documents will be reviewed:

1. GHD Contract and Amendments OE/OA
2. RFQ_OEOA
3. JF Shea Contract Design Build Entity
4. REOI_Design Build
5. RFQ_Design Build
6. RFP_Design Build

The purpose of the review of the above documents is to gain a broader understanding of the project components and specifically the review of these documents does not constitute a QA/QC type of review.

WRD anticipates that the final letter report to be prepared by the Consultant will be no more than 30 pages. The final letter report should include:

1. A summary of the alternative project delivery process that has progressed thus far for GRIP. A site visit will be made to assess the progress of construction thus far as well. Interviews will be conducted with key personnel from the GHD, WRD and J.F. Shea Construction Inc. teams. It is anticipated that interviews will be conducted with key personnel from the aforementioned teams. The interviews will be conducted through a list of questions developed by the Consultant and reviewed by the District and would pertain to the project and person’s specific role on the project as well as general questions regarding the project. The intent of these questions is to ascertain whether the entire team has the same understanding about the objectives, goals and delivery of the project and if not, identify deficiencies and corrective actions, where possible. The personnel identified by WRD are as follows:
   1. Paul Hermann, Project Manager, GHD
2. Jamal Awad, Deputy Project Manager/Project Advisor, GHD
3. Peter Brennan, MNS Engineers, Construction Management Team
4. Richard Mocke, MNS Engineers, Construction Management Team
5. Jim Pieri, Project Manager, DBE, JF Shea
6. Jack Herrington, Construction Manager, DBE, DBE, JF Shea
7. Howard Minnick, QA/QC, DBE, JF Shea
8. Ken Ortega, Assistant General Manager, WRD
9. Jim McDavid, Project Manager, WRD

Results of the interviews will be analyzed and recorded by a data analyst for incorporation into the final report.

A comparison of GRIP’s alternative project delivery process to progressive design-build projects with similar scope and fee: This comparison should not only include a narrative analysis, but also a table comparing the different projects with respect to costs for procurement of the contractor, design, construction, construction management, OE/OA services, quality control/quality assurance costs, negotiated design changes, contractor change orders, etc. Past similar projects will be utilized based on personal experience or knowledge of other agency projects in California where the information is in the public domain and any projects that WRD and/or GHD may be aware of. Three projects were proposed in a meeting on January 26, 2017 with WRD and AKD Consulting as follows:

1. Progressive Design Build of Regional Wastewater Control Facilities Project, City of Stockton, California.
2. Progressive Design Build of WRF for Hi-Desert Water District by Lyles/Kennedy/Jenks team.
3. Progressive Design Build of Spring Street Sewage Treatment Plant Project, City of Klamath Falls, California.

Any one of the above projects may be substituted by another progressive Design-Build project of equal value or similar scope, with prior approval from WRD. Final projects selected for comparison will be approved by WRD with input from AKD Consulting.

A comparison of GRIP’s alternative project delivery process to traditional design-bid-build projects with similar scope: This comparison should be a narrative analysis that includes costs for design, construction, construction management, quality control/quality assurance costs, contractor change orders, etc. Traditional design-bid-build projects will be identified through personal experience or knowledge of other agency projects in California where the information is in the public domain and any projects that WRD and/or GHD may be aware of. The following projects were discussed in a meeting on January 26, 2017 with WRD and AKD Consulting:

2. Orange County Water District – Groundwater Replenishment System (GWRS), Phase 2.
Any one of the above projects may be substituted by another Design-Bid-Build project of equal value or similar scope, with prior approval from WRD. Final projects selected for comparison will be approved by WRD with input from AKD Consulting.

It is understood that the District will work with AKD Consulting to obtain the necessary project documents such as, agreement between Owner and DBE or Contractor, Agreements with OE/OA; RFQ, RFP, design drawings and contract documents for construction and any other documents necessary to conduct a comparative review. The Consultant shall prepare a letter for use by WRD to send to the agency with a listing of documents required.

Results and conclusions of the Consultant’s review of GRIP’s alternative project delivery process to progressive design-build and traditional design-bid-build projects: A draft will be submitted to WRD for review. Final report will incorporate comments from the draft. A total of six (6) bound hard copies and electronic copies in both Microsoft Word and PDF format of the Final Report shall be submitted to WRD.

**TASK 2 – Project Management and Meetings**

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

**Task 2.1 – Project Management**

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

The monthly invoice shall be in a format approved by the District. At a minimum, each invoice shall contain the purchase order or contract number and shall be itemized by task. A subtotal cost for each task shall be included. Names of persons, their job titles, hourly billing rates, actual hours worked during the billing period, and subtotal labor costs must be summarized in a table. WRD will provide reporting requirements to Consultant, and Consultant shall prepare invoices that comply with the requirements. Failure to satisfy the reporting requirements may result in rejection or short pay of the invoices submitted to WRD for payment.

**Task 2.2 – Meetings**

Consultant shall attend regularly scheduled progress meetings throughout the project.
Based on the scope of work described herein, the Consultant shall propose the frequency of meetings needed to successfully complete this project. In addition to the kick-off meeting, three biweekly meetings are proposed. Furthermore, presentations at two Board meetings are included.

**TASK 3 – Monthly Review and Letter Reports**

As a separate task, Consultant shall provide a separate proposed scope and fee to conduct monthly reviews of the GRIP alternative project delivery process and prepare a letter report summarizing the results. These monthly evaluations are intended to provide WRD with the status of services and fees rendered with respect to the overall schedule and budget and identification of potential issues that should be addressed to avoid impacts to the schedule and budget.

Scope of Work for this task shall include the following:

1. A site visit to the field to assess the progress of work.
2. Interview two selected candidates from the list in Task 1. These selected candidates would vary from month to month.
3. Review the monthly report submitted by the DBE exclusive of the schedule items.
4. Review any pertinent correspondence related to budget such as owner or DBE initiated change orders or schedule impact such as delivery of equipment or other items related to schedule impact specifically included in the correspondence.
5. Provide a broad high level overview of the work progress as indicated by the progress payment against the schedule of value. A review of the schedule is not included in this scope of work.

Prepare a letter report summarizing the findings of site visit, interviews, review of monthly report and correspondence with an overview of high level possible impact to schedule and/or budget. Letter reports shall be submitted to WRD as a PDF file.

It is our understanding that WRD and DBE are in the process of developing a cost loaded schedule which will be utilized by both DBE and WRD in the future, since the current schedule and schedule of values are two separate documents unrelated to each other.
Revised Schedule of Deliverables and Meetings

Notice to proceed March 2, 2017
Initiate Review of GRIP documents March 2, 2017

Kick Off Meeting March 14, 2017
District to request information on Progressive DB and DBB March 13, 2017
Conduct Interviews (1) and Site Visit & Meeting March 14, 2017
Initiate Review Progressive DB & DBB; March 28, 2017*
Progress Meeting with the District & Conduct Interviews (4 or 5) March 28, 2017
Progress Meeting with the District & Conduct Interviews (4 or 3) April 10, 2017
Submit Draft of Letter Report May 3, 2017
Progress Meeting with the District (receive comments) May 15, 2017
Submit Final Report May 24, 2017

*Schedule contingent upon receiving information on DB and DBB projects
EXHIBIT B
CONSULTANT RATE SCHEDULE AND FEES

1. Consultant shall be compensated for actual services performed in accordance with this Agreement, per the schedule of labor classification and hourly rates, attached hereto as Exhibit B-1.

2. Consultant shall perform the full scope of work referenced in Exhibit A for a budgetary amount not to exceed one hundred sixty-seven thousand seventy dollars ($167,070.00) (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement.

3. The budgetary amount of $167,070 includes fees for performance of tasks, as described in the scope of work provided as Exhibit A and the project estimates summary provided as Exhibit B-1.

4. All direct and reimbursable expenses for this project, including but not limited to travel, meals, lodging, office equipment and supplies, communications fees, etc., have been built into the hourly rates, as referenced in Exhibit B-1. Therefore, the District shall not pay Consultant for any direct or reimbursable expenses incurred for implementation of the scope of work referenced in Exhibit A. For an expense not specifically provided for under this Agreement, Consultant shall obtain the District’s prior written approval before incurring. Thus, Consultant shall be reimbursed for only pre-approved expenses, subject to the provisions of this Agreement.

5. Consultant shall prepare monthly invoices in accordance with the format requested in Section 3.3 of this Agreement and as directed by the District.
EXHIBIT B-1

Schedule of Labor Classification, Hourly Rates, and Project Estimates prepared by AKD Consulting for a Review of the Alternative Project Delivery Process for the Groundwater Reliability Improvement Project (GRIP)
<table>
<thead>
<tr>
<th>Task</th>
<th>Project Manager Hours/$280</th>
<th>Scheduler Hours/$195</th>
<th>Data Analyst Hours/$111</th>
<th>Administrative Assistant Hours/$96</th>
<th>Fee</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TASK 1 – Review of Project Documents &amp; Site Visit</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interview up to 9 persons</td>
<td>40</td>
<td>8</td>
<td></td>
<td></td>
<td>12,360.00</td>
<td></td>
</tr>
<tr>
<td>Comparison with other projects DB(3) and DBB(2)</td>
<td>27</td>
<td>10</td>
<td>12</td>
<td></td>
<td>10,092.00</td>
<td></td>
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<tr>
<td>Review of Alternative Project Delivery Process and Preparation of First Draft Letter Report</td>
<td>80</td>
<td>8</td>
<td>8</td>
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<td>24,856.00</td>
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</tr>
<tr>
<td>Final Letter Report</td>
<td>32</td>
<td>8</td>
<td>12</td>
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<td>11,320.00</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td>63,852.00</td>
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<td><strong>TASK 2 – Project Management and Meetings</strong></td>
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<td></td>
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<tr>
<td>Task 2.1 – Project Management</td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Project Meetings*</td>
<td>12</td>
<td>6</td>
<td></td>
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<td>4,056.00</td>
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</tr>
<tr>
<td>Board Presentations Preparation and Power Point</td>
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<td></td>
</tr>
<tr>
<td>Total Hours</td>
<td>231</td>
<td>0</td>
<td>32</td>
<td>68</td>
<td>331</td>
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<tr>
<td>Total Fee Task 1 &amp; 2</td>
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<td></td>
<td></td>
<td></td>
<td>77,070.00</td>
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</tr>
<tr>
<td><strong>Task 3 – Monthly Review and Letter Reports</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Review monthly report by DBE exclusive of schedule activities, Schedule review not included in this task.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Review Correspondence</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Site Visit and 2 Interviews</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Preparation of Letter Report</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Total Hours</td>
<td>16</td>
<td>0</td>
<td>0</td>
<td>3.75</td>
<td>19.75</td>
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<tr>
<td><strong>Monthly Fee For Task 3</strong></td>
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<td></td>
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<td>5,000.00</td>
<td>Suggest $5,000 be the monthly retainer.</td>
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<td>Monthly Reports per Task 3</td>
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<td></td>
</tr>
<tr>
<td>June 2017 to October 2018 (18 months)</td>
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<td></td>
<td></td>
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<td>90,000.00</td>
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<tr>
<td><strong>Total Fee</strong></td>
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<td></td>
<td></td>
<td></td>
<td>167,070.00</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: ____________________________________________________________
Project Name: ______________________________________________________________

Refer to the Additional Insured Endorsements forms [E1-E8] following:

Endorsement(s)

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

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

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

☐ Optional - For extra confidence in verifying coverage require Declaration Page and
    Endorsement Schedule pages - compare the endorsement numbers. Look out for
    Amendment of contractual liability and or prior works exclusions - refer to Legal
    Counsel.
Resolution Number 17-1051.

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

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

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

13. DISTRICT COUNSEL’S REPORT

14. AB 1234 COMPLIANCE REPORTS AND DIRECTORS’ REPORTS

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

16. CLOSED SESSION
   A. Conference with Legal Counsel – Existing Litigation, pursuant to Government Code §54956.9
MEMORANDUM

ITEM NO. 10

DATE: MARCH 2, 2017
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZATION TO EXECUTE AN AGREEMENT WITH AKD CONSULTING FOR A REVIEW OF THE ALTERNATIVE PROJECT DELIVERY PROCESS FOR THE GROUNDWATER RELIABILITY IMPROVEMENT PROJECT (GRIP)

SUMMARY

WRD is currently constructing an advanced water treatment facility (AWTF), referred to as the Groundwater Reliability Improvement Project (GRIP), on a 5.2-acre property located at 4320 San Gabriel River Parkway (site) in the City of Pico Rivera, California. In accordance with Resolution No. 15-1016 which was adopted by the WRD Board of Directors on July 16, 2015, the design-build method of project delivery is being utilized for GRIP. Design and construction activities have already been initiated by the design-build entity (DBE) led by J. F. Shea Construction, Inc. (J. F. Shea). Due to the scale and complexity of GRIP, the District retained GHD in May 2015 to provide Owner’s Engineer/Owner’s Agent (OE/OA) services. The OE/OA serves as an extension of District technical staff and provides professional Programmatic Management and Technical Advisory Services relating to GRIP over a 36-month duration of advanced planning, design, entitlement, permitting, construction, and commissioning phases of work. The OE/OA’s scope of work was separated into three phases in order to allow WRD an off-ramp if it were dissatisfied; if they wanted to return to a traditional design-bid-build approach, and/or wanted to use another firm.

On October 16, 2016, the Board of Directors directed staff to issue a Request for Qualifications/Proposal to retain a consultant or forensic engineering company to conduct an independent review and analysis of the GRIP design build process to ensure that the scope, services, fees, and schedule thus far for all three phases of work conducted by the OE/OA are consistent with industry standards. Results from the review must be completed and documented in a report within six months. In addition, the Board of Directors requested that the selected review consultant also be tasked with performing the analysis in an ongoing basis through the completion of GRIP. A Request for Proposal (RFP) subsequently was issued by WRD on November 7, 2016. Firms that currently or have provided OE/OA services for GRIP or were involved in the DBE procurement process (i.e. was a party on one the potential DBE teams that submitted an Expression of Interest) were disqualified from responding to the RFP.

The RFP was posted on the District’s website and issued to a list of 40 firms that were either on WRD’s pre-qualified list of engineering firms or found through an internet search of firms that had experience with large-scale construction projects. A mandatory pre-proposal meeting was held on November 21, 2016, at which five firms were represented. In addition, questions
and answers from the pre-proposal meeting and subsequent inquiries were also posted on the WRD website.

On December 2, 2016, the District received four proposals, which were reviewed by District staff. The evaluation criteria included project team and qualifications, project understanding and approach, relevant experience, proposed labor hours and fees, performance on similar projects, and participation in the District policy for local/small/veteran businesses. Based on the results of the proposal evaluations, AKD Consulting is considered the most qualified firm for the project. AKD Consulting demonstrated the best understanding and approach for the project, with ample experience on design-build projects for public water and wastewater agencies.

On January 26, 2017, the Capital Improvement Projects (CIP) Committee authorized WRD staff to enter into negotiations with the highest ranked firm, AKD Consulting, to finalize the scope of work and associated fees. Negotiations have been completed and WRD staff recommends establishing a Professional Services Agreement with AKD Consulting in the total amount of $167,070, with a contract term that ends on December 31, 2018. Major work tasks include the following:

- Preparation of a letter report summarizing the evaluation of GRIP’s alternative project delivery process to date, specifically the scope of services and associated fees, and
- Monthly reviews and letter reports summarizing the evaluation of services and fees rendered with respect to the overall schedule and budget.

FISCAL IMPACT

Sufficient funds are included in the District’s Capital Improvement Program (CIP) for the Alternative Project Delivery Review of WRD’s Groundwater Reliability Improvement Project (GRIP). The fiscal impact for the recommended professional services is $167,070, plus a 10% contingency for unforeseen conditions, not to exceed a total of $184,000 (rounded).

CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE RECOMMENDATION

The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors authorize the General Manager to enter into a Professional Services Agreement, subject to approval as to form by District Counsel, with AKD Consulting for the Review of the Alternative Project Delivery Review Process for the Groundwater Reliability Improvement Project (GRIP) for an amount not to exceed $167,070, plus a 10% contingency for unforeseen conditions, for a total cost not to exceed $184,000 (rounded) and with a contract term that ends on December 31, 2018.
EXHIBIT “B”

SCOPE OF WORK
FOR AMENDMENT NO. 2 TO CONTRACT NO. 917
July 17, 2018

Mr. Ken Ortega  
Assistant General Manager  
Water Replenishment District of Southern California  
4040 Paramount Boulevard  
Lakewood, CA 90712

Subject: Contract Amendment for AKD Consulting Agreement- Request for Amendment to the Agreement for the Evaluation of J.F. Shea Construction, Inc. (JFS) Change Order No. 4, Evaluation of Amendment to Agreement for OE/OA (GHD) and Attendance at the Partnering Meetings for the GRIP AWTF project

Dear Mr. Ortega,

Pursuant to our recent meetings with you, at which I was asked to conduct an independent evaluation of JFS Change Order No.4, as well as evaluation of GHD’s amendment to the agreement as a result of the time extension to the construction contract, we agreed in those meetings that this work was outside the scope of work for our agreement dated February 16, 2017. Furthermore I have been asked to attend the partnering meetings, the next one scheduled for July 31, 2018. The purpose of this letter is to request an amendment for this additional work. Based on our discussions the scope of work and fees were developed as enumerated below.

SCOPE OF WORK
1. Review the documentation related to JFS Change Order No.4 provided by WRD. Analyze in general each of the items listed in the change order. This review is to be conducted on the merits of each of the items.
2. Review the documentation related to GHD’s amendment to the agreement as a result of the time extension to the construction contract.
3. Attend two meetings with WRD staff to review the findings and receive comments.
4. Prepare for and attend partnering meetings/workshops.
5. Attend the CIP committee meetings of WRD to answer any questions.

FEES
Based on our understanding of the work and the scope of work contained herein, we estimate a budget of 100 hours be established on a time and materials basis, per our agreement, it is a not to exceed fee of $ 28,000. We request that the agreement amount be increased from $184,000 to $212,000. It is further requested that the term of agreement expiring in December 2018 be extended to June 2019.
We, therefore, request that the agreement be amended to reflect this additional fee and time. We thank you in anticipation of expediting this request.

We appreciate the opportunity to be of service to the Water Replenishment District of Southern California.

Sincerely,

[Signature]

Ashok K. Dhingra, P.E., S.E.
Principal
MEMORANDUM
ITEM NO. 8

DATE: AUGUST 08, 2018

TO: FINANCE / AUDIT 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
For information.